



CALIFORNIA

High-Speed Rail Authority

Request for Qualifications for High-Speed Trainsets and Related Services

RFQ No.: HSR23-18

August [XX], 2023

**DRAFT SUBJECT TO CHANGE AND
AUTHORITY BOARD APPROVAL**

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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 system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands.

The high-speed rail 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 for a total of 171 miles. The Authority is preparing to build facilities, track, and systems on these civil works provided by the CP contracts to provide a Rail Infrastructure System suitable for high-speed rail operation, which will become the initial passenger carrying, revenue generating section. The High-Speed Trainsets and Related Services Contractor (Contractor) will be responsible for Work, including, but not limited to:

- the design, manufacture, storage (prior to conditional acceptance), integration, testing, and commissioning of the Trainsets;
- maintenance of each Trainset for 30 years and provision of all Spares for such Trainsets;
- the provision, testing, commissioning, maintenance, and update of the Driving Simulator;
- development and provision of design criteria to inform interfaces with the facilities, track, and systems;
- participating in the testing and commissioning of the facilities, track, and systems;
- the development and provision of information as required by law to support the certification and subsequent commissioning of the Trainsets; and
- the operation and maintenance of the Facilities (to be built by others).

Pursuant to section 185036 of the California Public Utilities Code, the Authority hereby requests Statements of Qualifications (SOQs) from firms and teams capable of providing supply and maintain services (Offerors) for the provision of Trainsets and related services as described herein. The Authority will evaluate the SOQs it receives in response to this Request for Qualifications (RFQ) No. HSR23-18, according to criteria set forth herein, and will establish a Shortlist of the most highly qualified Offerors. Offerors included 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 supply and maintain contract for High-Speed Trainsets and Related Services.



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 Veterans Code section 999(b) (5). An SB, DBE, DVBE, SB-PW, 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/SB-PW/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. Is 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.

A firm does not perform a CUF if the business:

1. Is an SB/MB/SB-PW/DBE/DVBE that 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 participation.
2. Is a DBE that does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

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 supply and 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, manufactures, tests, and supports certification of the Trainsets and Driving Simulator, as applicable. For Trainsets, the Delivery Period begins upon each Notice to Proceed (NTP) for the Trainsets, and ends upon the Authority's acceptance of each Trainset and issuance of each Trainset Certificate of Final Acceptance. For the Driving Simulator, the Delivery Period begins upon NTP for the Driving Simulator, and ends upon the Authority's acceptance of the Driving Simulator's certificate.

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 SB 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 SB Program, a Disadvantaged Business Enterprise must be certified by the California Uniform Certification Program.

Driving Simulator – a full-motion 3D simulator for use for training, qualification, and re-qualification of Trainset operators. The Driving Simulator shall be in compliance with 49 CFR Part 240 Type 1.

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.

Facilities - The Heavy Maintenance Facility, Light Maintenance Facilities, and/or Trainset Certification Facility, as applicable. Each of the Facilities will have a connection to the mainline via a Transfer Track, and will be able to accept freight rail deliveries.

Grant/Cooperative Agreements - Any Federal agreements between the Authority, the Federal Railroad Administration (FRA), the United States Department of Transportation (U.S. DOT), and/or other federal agency providing terms for expenditure of additional federal funds, including the Agreement numbers No. FR-HSR-0118-12, as amended (FY 10 Grant), and/or the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01-07 (ARRA Grant).

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



Heavy Maintenance Facility (HMF) – The Maintenance Facility for the performance of Trainset stabling, inspection, testing, preventative maintenance, corrective maintenance, and overhaul. The HMF will be located between Merced and Bakersfield.

Key Firm - Each of the firms identified to perform one of the roles identified in Part C, Exhibit A, Section 2 of this RFQ. Key Firms must be Offerors or Equity Members or first-tier Subcontractors to an Offeror or Equity Member.

Light Maintenance Facility (LMF) – A Maintenance Facility for Trainset stabling, inspection, testing, preventative maintenance, corrective maintenance, and running repairs. The LMF will be located between Merced and Bakersfield.

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 1896.12 (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 \$5 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a Microbusiness must be certified by the California Department of General Services.

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, Subcontractors, and their respective employees, agents and officers.

Operator – The contractor to the Authority that is responsible for the provision of revenue train operations.

Open Government Laws - Collectively, the California Public Records Act (Government Code sections 7920.000, 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 High-Speed Trainsets and Related Services team for this Project.

Procurement Documents - Includes all documents issued by the Authority during the Procurement 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 FRA regulations (including drafts) for Tier III high-speed rail operations.



Project - The Work that will be performed under a contract to design, develop and complete the production of Trainsets, Driving Simulator, and perform related services 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 section 7920.000, et seq.

Rail Infrastructure System - The integrated infrastructure that results from the construction of the facilities, track, systems, and stations onto the civil works provided by other Authority contractors.

Request for Proposals - The Authority's RFP for High-Speed Trainsets and Related Services, 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 Trainset while carrying fare-paying passengers.

SB Program – The Authority's [Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, August 2012](#).

Service Period – For Trainsets, the Service Period begins upon the conclusion of the Delivery Period and ends 30 years after receipt of each Trainset Certificate of Final Acceptance. During this period, the Contractor is responsible for the stabling, inspection, testing, preventative maintenance, corrective maintenance, running repairs, and overhaul of the Trainsets. For the Driving Simulator, the Service Period begins upon receipt of the certificate, and ends 30 years after the last Trainset certificate is accepted by the Authority. During this period, the Contractor is responsible for the ongoing maintenance and updates for the Driving Simulator. For the Facilities, the Service Period begins upon handover of each Facility and ends 30 years after the receipt of a Certificate of Final Acceptance for the final Trainset. During this period, the Contractor is responsible for the operation, inspection, and maintenance of the Facilities.

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, and it has average gross annual revenue of \$15 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a SB must be certified by DGS.

Small Business for the Purpose of Public Works (SB-PW) - A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an



average of \$37 million or less in gross annual receipts over the previous three tax years, is not dominant in its field of operations and has 200 or fewer employees. This certification is issued by the California Department of General Services.

Spares - Interchangeable parts of a Trainset.

State - The State of California.

Subcontractor - Defined as follows:

1. Prior to award of the Contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, at any tier; or
2. After award of the Contract, any Person with whom the Contractor has entered into a subcontract for any part of the Work, at all tiers.

Trainset - FRA Tier III compliant, single-level, electric multiple unit (EMU), capable of operating at 220 mph (tested to 242 mph), that will operate on the completed Rail Infrastructure System.

Trainset Certification Facility (TCF) - An interim facility that will be used for the delivery, testing, maintenance, inspection, and certification of the Trainsets. The TCF will be located in Fresno.

Transfer Track - The track, and associated systems, that serves as the exchange point between the Contractor and the Operator. The Contractor is responsible for the delivery of the Trainsets to and from the exchange point.

Work - All of the scope elements required under the Contract in each Delivery Period and Service Period, including all administration, design, engineering, integration, coordination, manufacturing, supply, installation, supervision, management, inspection, testing, verification, labor, materials, equipment, documentation, maintenance, commissioning, and other duties and services to be furnished and provided by the Contractor. The Contractor shall interface with other Authority contractors for those portions of the Work that require integration.

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 on the [U.S. Office of Personnel Management](#) and [California Department of Human Resources](#) websites, respectively.

2.2 Acronyms

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
EN	European Standard
EO	Executive Order
ESG	Environmental, Social, and Governance
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
GAR	Gross Annual Receipts
HMF	Heavy Maintenance Facility
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
LMF	Light Maintenance Facility
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



RM	Requirements Management
ROD	Record of Decision
RVTM	Requirements Verification Traceability Matrix
SB	Small Business
SB-PW	Small Business for the Purpose of Public Works
SCADA	Supervisory Control and Data Acquisition
SDLC	Systems Development Life Cycle
SEC	Securities and Exchange Commission
SEIR	Supplemental Environmental Impact Report
SEIS	Supplemental Environmental Impact Statement
SEMP	System Engineering Management Plan
SOQ	Statement of Qualifications
TCF	Trainset Certification Facility
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, the Contractor will supply all elements of the Work associated with each element referenced in the applicable NTP.

The estimated budget for the Delivery Periods of NTPs 1-4 is as indicated in the Authority's [2023 Project Update Report](#).

Planned NTPs	
NTP 1	The first Notice to Proceed that the Authority anticipates issuing for the Work. This will include development and provision of design criteria to inform interfaces with the facilities, track, systems, and stations.
NTP 2	The second Notice to Proceed that the Authority anticipates issuing for the Work. This will include the delivery of two prototype Trainsets and Spares.
NTP 3	The third Notice to Proceed that the Authority anticipates issuing for the Work. This will include the delivery of the Driving Simulator.



NTP 4	The fourth Notice to Proceed that the Authority anticipates issuing for the Work. This will include the delivery of four production Trainsets.
Option Order	Additional NTP(s) may be issued for the delivery of an option order of up to six additional Trainsets.
Note: The NTPs listed above may be executed in a different order, and may be modified in the RFP. Should the Authority participate in a joint procurement for high-speed Trainsets, the Trainset quantities may increase according to the needs of the joint procurement partner.	

During the Service Period, the Contractor will be:

- a. the Trainset manager and will be responsible for the stabling, inspection, testing, preventative maintenance, corrective maintenance, running repairs, and overhaul of the Trainsets;
- b. responsible for the maintenance and updates to the Driving Simulator; and
- c. responsible for the operation, inspection, and maintenance of the Facilities.

The California high-speed rail system is being implemented through a number of contracts including, but not limited to, civil and rail infrastructure, station design, station construction, train operations, facilities design, facilities construction, track, and systems. As such, careful coordination of all technical and programming matters between and among the relevant parties is a critical and material element necessary to achieving fully coordinated design and construction of the high-speed rail system. The Contractor will be responsible for technical integration of the Work and for managing its interfaces with the work provided by other Authority contractors, including, but not limited to, the contracts described herein. All systems installed by the Contractor shall be able to interface with the systems provided by the Authority.

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 [procurement page](#) on the Authority's website.

In preparing their SOQs, Offerors are advised to carefully review and consider all Project information posted on the [Authority's website](#).

3.2 Environmental Status

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 issued its Record of Decision (ROD) on September 18, 2012. The [Final EIR/EIS](#) is located on the Authority's website.

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.

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

3.3 Project Funding

The Authority intends to fund the Project with State and federal funding, as well as revenues generated by the System. The Authority's intended funding sources will be updated in the RFP.

3.4 Federal Requirements

Any High-Speed Trainsets and Related Services 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 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. 22905(a). The FRA's High-Speed Intercity Passenger Rail Program 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.

3.5 Small Business/Disadvantaged Business Enterprises

The Authority's 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, SB-PW, DVBE) and California Unified Certification Program (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 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, SB-PW, 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. SB Program requirements will be updated in the RFP.

3.6 RESERVED

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 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.

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, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. 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 security, including but not limited to, performance bonds, manufacturing and maintenance bonds/letters of credit related to trainsets, 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 manufacturing and maintenance bonds/letters of credit and/or performance bonds/security, guarantees, insurance, and indemnity will be provided in the RFP.

3.11 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. By submitting an SOQ, Offeror represents that it is not a target of Economic Sanctions. Should the Authority determine Offeror is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Offeror’s SOQ or Proposal, as applicable, any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the Authority.

4.0 RFQ Phase of Procurement Process

4.1 Procurement Schedule

The Authority anticipates carrying out the RFQ phase of the Procurement process, subject to necessary reviews and approvals, in accordance with the following schedule:



Table 1: Key RFQ Dates

Date	Event
Friday, August 25, 2023	Issue RFQ
Wednesday, September 6, 2023	Virtual Pre-Bid Conference and Small Business Informational Workshop. These events are not mandatory.
Tuesday, September 19, 2023	Deadline for questions regarding the RFQ due by 5:00 p.m. Pacific Time
Tuesday, September 26, 2023	Authority to post responses to questions
Tuesday, November 14, 2023	Statement of Qualifications (SOQ) Deadline Delivered to the address in Part A.8.4, below, by 12:00 noon Pacific Time
January 2024	Anticipated Shortlisting of Firms

The date for shortlisting of firms may be modified at the discretion of the Authority and Offerors will be notified of any such change; a formal addendum to this RFQ may not be issued for such change.

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: Della Leong, P.E.
California High-Speed Rail Authority
Address: 770 L Street, Suite 620 MS 2
Sacramento, CA 95814
Phone: (916) 324-1541
Email: trainsets@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 [California State Contracts Register](#). It is the responsibility of the Offeror to check the California State Contracts Register for all addenda.

Offerors are responsible for monitoring the California State Contracts 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: HSR23-18 High-Speed Trainsets and Related Services 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 California State Contracts Register 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 may allow Proposers the opportunity to enter into an agreement that will provide for a stipend payment to each unsuccessful Proposer who submits a responsive Proposal in accordance with the RFP to account for, in part, the anticipated level of effort required to prepare the Proposal. If applicable, a stipend amount and 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

For purposes of this section, the definitions of Offeror and Offeror Team shall include potential Offerors and potential Offeror Teams as this section specifically applies to all interested parties from the date of issuance of the RFQ. 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 Contract or the cancellation of the Procurement. These rules are designed to promote a fair and unbiased procurement process. Contact and communication includes, but is not limited to, face-to-face, telephone, text message/SMS, web-based meeting platforms (including viewing/sharing information on screen), facsimile, email, 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 B.
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 use of the term “Offeror” in this section specifically applies to all interested parties from the date of issuance of the RFQ including Offerors, potential Offerors, and Subcontractors. 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.

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 or limiting the manner in which the firm may participate.

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 contract with the Authority.

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 a Contractor’s existing or past activities (including projects outside of the Authority’s program), business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results or would result in:

1. Impairment or potential impairments of a Contractor’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 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. A separate Form F shall be filled out and signed, under penalty of perjury, by each unique member of an Offeror Team. Form F requires a statement, signed under penalty of perjury by the company's executive, that the company considered the Policy and performed conflicts checks prior to submitting its SOQ. 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 resulting from this Procurement process, the Contract may be terminated.

Note that business relationships on projects other than the California High-Speed Rail project may require disclosure if they involve consultants or contractors working on the California High-Speed Rail project.

By submitting its SOQ, each Offeror agrees that, if a potential or actual organizational conflict of interest is discovered following submittal of the SOQ including after any contract award arising out of this Procurement process the Offeror will make an immediate and full written disclosure to the Authority that includes a description of the action taken, or proposed to be taken 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. To the extent applicable, contractors are required to self-certify annually that all required organizational conflict mitigations are in place, and Authority Contract Managers will enforce and provide oversight for required conflict mitigations.

If an Offeror requires an organizational conflict of interest determination related to this Procurement, please immediately consult the Policy and provide the required information



to the Chief Counsel Alicia Fowler at Legal@hsr.ca.gov, with a copy to Katherine.Cook@hsr.ca.gov. The determination may take between two to four weeks from receipt of all required information and/or documents in the checklist below. In order to expedite the determination process, the requestor is asked to provide the following information with the request:

Organizational Conflict of Interest Checklist:

- (1) A summary of each of your company's current and former contracts with the Authority, either as a consultant or subconsultant (include project section(s), if applicable, and the current status).
- (2) A brief description of the scopes of work for the above-identified contracts, including tasks, deliverables, and key roles of personnel, if applicable.
- (3) A brief description of the work, tasks, deliverables, and any key roles that your company expects to perform relative to the contract resulting from this procurement. (If not yet final, please be as detailed as possible.)
- (4) A statement about whether your company or principals/employees of your company had any role in the development of this procurement or scope of work.
- (5) A statement about whether your company or principals/employees of your company have learned, received, or were privy to any non-public information regarding the scope of work, content or development of this procurement.
- (6) Information regarding the type of entity and/or corporate make-up of your company (for example, an LLC, sole proprietorship, corporation, etc.). If applicable, include whether it is a subsidiary of another company and/or if it is owned, in whole or in part, by another consultant working on the project.
- (7) If your company is planning to seek work related to other Authority procurements, provide information regarding the procurement and the scope of work your company would likely perform.
- (8) Any other information and/or documents that you believe are relevant to this analysis, including information regarding other public projects your company is a part of that may impact the Authority.

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

Please note that the Policy does not address all applicable requirements that may affect persons and entities wishing to enter contracts with the Authority. Examples of such requirements include: (a) the California Political Reform Act and regulations promulgated by the California Fair Political Practices Commission; (b) restrictions in Public Contract Code section 10365.5 with respect to certain contractors engaged to perform consulting services; and (c) applicable rules of conduct established by: the California Board for Professional Engineers, Land Surveyors, and Geologists.



5.2.1 Organizational Conflicts of Interest for Future Contracts

Pursuant to the Authority's Organizational Conflict of Interest Policy, the successful Offeror may be precluded from participating on future contracts or portions of future contracts as determined by the Authority. The Authority has determined that participation in the upcoming facilities, stations, track, and systems procurements will not—by itself—result in firms being conflicted out from participating in this 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 an Offeror's SOQ is responsive to the requirements of the RFQ or an Offeror's 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 email 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(b) and (c).



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

For protests concerning the issues described in Part A.6.1(c), a Notice of Intent to Protest must be filed by the Offeror no later than five (5) Working Days after the earliest of: the notification of the Shortlist and/or the public announcement of the shortlisting determination. The Notice of Intent to Protest shall be accompanied by a request for relevant procurement documents necessary for the Offeror to complete its protest. The Offeror shall have five Working Days to file its protest following receipt of all relevant procurement documents from the Authority. The Authority may make the relevant procurement documents available electronically.

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. If a deadline for a protest or any related filing falls on a weekend or State holiday, it shall be moved to the next 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, email address, 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/Offeror for the purposes of filing a protest, and all information establishing the timeliness of the protest. Protests must be filed by a named Offeror; a subconsultant member of an Offeror team may not independently file a 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. A courtesy copy shall further be delivered to the Authority's Designated Point of Contract via email at the email address provided in Part A.4.2. Copies of any protests received will be provided to all Offerors. The Protest Official for this RFQ is:

Jeannie Jones
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. If the seventh day from the filing of the protest falls on a weekend or holiday, the deadline shall be the next Working Day.

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 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 cancellation of this RFQ or a subsequent RFP.
3. Not issue an RFP.
4. Accept or reject any or all SOQs received as a result of this request.
5. Reject any or all submittals, responses, and SOQs received at any time.
6. Modify, in part or in its entirety, the RFQ if it is in the best interest of the Authority to do so.
7. Terminate evaluations of responses at any time.
8. Issue addenda, supplements, and modifications to this RFQ.
9. Appoint evaluation committees to review SOQs and make recommendations to the Authority, and seek the assistance of outside technical experts and consultants in the SOQ evaluation.
10. 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.
11. Waive informalities, immaterialities, irregularities, mistakes, and deficiencies in an SOQ; accept and review a non-conforming SOQ; or permit clarifications to an SOQ.
12. Approve or disapprove changes to the Offeror Teams.
13. Retain ownership of all materials submitted in hard copy and/or electronic format.
14. 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 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 supply and 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 financial 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. 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 Volumes 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 hard copies, each responding Offeror shall submit:
 - A. Digital copies of Volumes 1, 2, and 3. Each volume shall be provided as a single PDF file and shall be printable, searchable, in a read-only format, and shall not require a password to open or print. The file should include the RFQ number and Offeror team name as shown below:

HSR2X-XX_JohnDoeConsulting.pdf.
 - B. The files shall be submitted via cloud storage. Each Offeror should email the Authority's Designated Point of Contact listed in Part A.4.2 at least two Working Days before the anticipated submittal of its SOQ. The email request should include Offeror's team name; Offeror's email address; and the RFQ number.

After receipt of the Offeror's email request, the Authority's Designated Point of Contact will provide a link to each Offeror to upload its SOQ to a unique cloud folder. Failure to notify the Authority two Working Days in advance may cause delays in Offeror's receipt of an upload link and impact its ability to upload its SOQ files in a timely manner.
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 100 pages in length and each section of the Technical Response shall not exceed the limits set forth herein, including any 11" x 17" pages. Page limits for each section of the Technical Response are described below and shall be strictly enforced. This page limit is inclusive of the Executive Summary, Technical Response for the Delivery Period and Technical Response for the Service Period. Pages in excess of these limits will be removed and not considered as described below.
 - i. The Executive Summary shall not exceed 5 pages. Any pages in excess of this limit (whether numbered or unnumbered) will be removed by the



- Authority and not considered. For example, if an SOQ contains a 7-page Executive Summary, the last two pages will be removed by the Authority and not considered.
- ii. The Technical Response for the Delivery Period shall not exceed 60 pages. Any pages in excess of this limit (whether numbered or unnumbered) will be removed by the Authority and not considered. For example, if an SOQ contains a 62-page Technical Response for the Delivery Period, the last two pages will be removed by the Authority and not considered.
 - iii. The Technical Response for the Service Period shall not exceed 35 pages. Any pages in excess of this limit (whether numbered or unnumbered) will be removed by the Authority and not considered. For example, if an SOQ contains a 37-page Technical Response for the Service Period, the last two pages will be removed by the Authority and not considered.
- B. Each printed side shall be considered one page.
 - C. All pages shall be sequentially numbered (e.g., Page 1 of 60, Page 2 of 60, 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 manually or digitally signed. 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 an SOQ.

8.4 SOQ Submittal Requirements

SOQs submitted in response to this RFQ shall be provided in electronic and hard copy formats as required by Section 8.3 of this RFQ. Hard copies shall be mailed or hand delivered to:

If hand-delivered:

Attention: Della Leong, P.E.
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

If delivered by mail:

Attention: Della Leong, P.E.
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.: HSR23-18

California High-Speed Rail Authority

Statement of Qualifications for High-Speed Trainsets and Related Services

ONLY TO BE OPENED BY AUTHORITY'S DESIGNATED POINT OF CONTACT

Offeror: _____

Due to building access restrictions, Offerors that 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. Offerors that will deliver their SOQs by mail are requested to notify the Authority's Designated Point of Contact of the expected delivery date.

The Authority will not accept SOQs submitted via facsimile or email.

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

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 supply and maintain contract.

Evaluation of the SOQs will have two parts:



1. Pass/fail review, including the financial capacity 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 project experience (e.g., design, system integration, trainset manufacturing, testing, Verification and Validation (V&V), certification, or maintenance) was:

1. The Equity Member or Key Firm itself;
2. A controlled subsidiary of such Equity Member or Key Firm that had meaningful involvement in the referenced contract performance; or,
3. A parent or sister company of the Equity Member, if such company serves as a Guarantor for the Offeror or Equity Member, as applicable.

9.2 Pass/Fail Review

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 executed Form A, Transmittal Letter.
2. The SOQ contains a 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 completed Form C, Identification of Offeror Team Members.



4. The SOQ contains a 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 completed Form H, Past Projects, for each project identified in response to Section B.1 of Part B, Volume 3. The SOQ contains a completed Form H, Past Projects, for each project identified in response to Part B, Volume 1, Section C, Part 1, and identifies past projects meeting all the requirements set forth therein.
10. The SOQ contains a completed Form I, Project Owner References, for each project for which the Offeror submitted a Form H.
11. The Offeror makes the express, written commitments regarding Key Firms required in Section D of Part B, Volume 1.
12. The SOQ contains the environmental, social, and governance (ESG) information required in Section E of Part B, Volume 1.
13. The Offeror or the Offeror Team is capable of obtaining:
 - a. a manufacturing or performance bond and/or letter of credit in the amount of \$250 million for Trainset delivery from: i) a surety with an A.M. Best's Rating Service classification of "A-VI" or better, as evidenced by a Surety Letter, or ii) from a financial institution that is not an Offeror-related entity and has a credit rating for long-term, unsecured debt of not less than "A-/A3" and is organized and existing under the laws of the State or the United States with its principal place of business in the State or has a branch office in the State authorized to receive deposits as evidenced by a letter from such institution (Part B, Volume 1, Section B); and



- b. a maintenance bond and/or letter of credit and/or performance bond in the amount of \$150 million (related to maintenance requirements) from: i) a surety with an A.M. Best’s Rating Service classification of “A-VI” or better, as evidenced by a Surety Letter, or ii) from a financial institution that is not an Offeror-related entity and has a credit rating for long-term, unsecured debt of not less than “A-/A3” and is organized and existing under the laws of the state or the United States with its principal place of business in the State or has a branch office in the State authorized to receive deposits as evidenced by a letter from such institution (Part B, Volume 1, Section B).
14. The Offeror has the financial capacity 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 capacity 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 Exhibit A, Section 2, of this RFQ.

9.2.1 Financial Capacity

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 capacity 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 capacity 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 capacity 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 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 how the scored item relates to 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.

Table 2, below, identifies the scoring breakdown for each portion of the SOQ. If an SOQ fails to demonstrate the minimally required understanding or ability to perform to the stated requirements for a set of criteria (e.g., receives 0 points on each scored item within Management Competence - Delivery Period) the Offeror may not be considered eligible for shortlisting.

Table 2: Technical Scoring



	Technical Scoring Criteria	Possible Points
1.	Management Competence – Delivery Period 1.1 Integration and Certification (30 points) 1.2 Program Management (25 points) 1.3 Organizational Structure (15 points) 1.4 Trainset Engineering (20 points)	90
2.	Trainset Management – Delivery Period 2.1 Maintenance Competence (20 points) 2.2 System Integration/RAMS (12.5 points) 2.3 Operational Competence (17.5 points)	50
3.	Technical Competence – Delivery Period 3.1 Trainset Technical Competence (60 points)	60
4.	Management Competence – Service Period 4.1 Integration (12 points) 4.2 Program Management (24 points) 4.3 Organizational Structure (9 points) 4.4 Trainset Engineering (15 points)	60
5.	Trainset Management – Service Period 5.1 Maintenance Competence (30 points) 5.2 System Integration/RAMS (18 points) 5.3 Operational Competence (52 points)	100
6.	Technical Competence – Service Period 6.1 Trainset Technical Competence (40 points)	40
	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, including strengths and weaknesses, and the financial pass-fail determinations 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 based on the criteria in this RFQ, and in the best interests of the Authority and the State of California. The Authority anticipates shortlisting approximately the top three scoring Offerors.

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Part B. Qualifications Statement

SOQ Organization

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

Volume 1 – GENERAL	
<u>Section A</u>	General <ol style="list-style-type: none"> 1. <u>Form A: Transmittal Letter</u> 2. <u>Form B: Offeror’s RFQ/Proposal Manager</u> 3. <u>Form C: Identification of Offeror Team Members</u> 4. <u>Form D: Information about Offeror, Equity Members, Key Firms, and Guarantors</u> 5. <u>Form E: Past Performance Certification</u> 6. <u>Form F: Organizational Conflicts of Interest Disclosure Statement</u> 7. <u>Form G: Overall Project Small Business Goal Commitment</u>
<u>Section B</u>	Surety Letter
<u>Section C</u>	Project Experience <ol style="list-style-type: none"> 1. <u>Form H: Past Projects</u> 2. <u>Form I: Project Owner References</u>
<u>Section D</u>	Key Firms <ol style="list-style-type: none"> 1. <u>Express Commitment Regarding Key Firms</u>
<u>Section E</u>	Environmental, Social, and Governance Efforts
Volume 2 – FINANCIAL	
<u>Section A</u>	Financial Statements
<u>Section B</u>	Credit Ratings
<u>Section C</u>	Material Changes in Financial Condition
<u>Section D</u>	Off-Balance Sheet Liabilities
<u>Section E</u>	Guarantor Letter of Support
Volume 3 – TECHNICAL	
<u>Section A</u>	Executive Summary
<u>Section B</u>	Technical Response <ol style="list-style-type: none"> 1. Management Competence – Delivery Period 2. Trainset Management – Delivery Period 3. Technical Competence – Delivery Period

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	<ul style="list-style-type: none">4. Management Competence – Service Period5. Trainset Management – Service Period6. Technical Competence – Service Period
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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. For Offerors who are joint ventures, partnerships, limited liability companies or other associations, the transmittal letter 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 each Guarantor, as applicable.

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 and each Equity Member, as applicable.



Section B. Surety Letter

Evidence, provided in the form of a letter(s), from a surety, insurance company or financial institution shall indicate that the Offeror is capable of obtaining securities related to manufacturing and servicing of trainsets. The amount of the bonds and the rating of the surety or financial institution (for a letter indicating capability to obtain a letter of credit) shall satisfy the 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.

The Authority will delineate the specific bonding and security requirements for each phase of the Work, 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 or Person filling a Key Firm role identified in Part C, Exhibit A, Section 2, shall each submit a Form H for at least one, but not more than five, past project(s) referenced in the narrative in the Technical Response and at least one of which shall be in excess of \$250 million. At least one reference project for the Offeror and each Key Firm or Person filling a Key Firm role shall be similar in scope, size, or complexity as the Project to be delivered under the Contract.

Past projects shall be submitted as follows:

- A. If an Offeror or Key Firm is a single entity, the past projects shall be submitted for that entity.
- B. If an Offeror or Key Firm is a joint venture that has worked together in the past, the past projects shall be submitted for the joint venture as a whole. However, if the joint venture has worked together on fewer than five projects in the past, each individual member may submit additional projects so long as no member appears on more than five past projects.
- C. If an Offeror or Key Firm is a joint venture that has not worked together in the past, at least one past project, and not more than five, shall be submitted for each prime member of the joint venture.
- D. If more than one Person will fill a Key Firm role, as contemplated in the second paragraph of Part C, Exhibit A, Section 2, at least one past project shall be included for each Person. No more than five past projects shall be submitted for each Person performing that role.



Where a single Person is filling multiple Key Firm roles then that Person shall submit at least one, but not more than five, past project(s) referenced in the narrative in the Technical Response for each Key Firm role identified. At least one past project should be in excess of \$250 million for each Person filling a Key Firm role. At least one past project for each Person filling a Key Firm role shall be similar in scope, size, or complexity as the portion of the Project to be delivered under the Contract.

A single past project may be used to show relevant experience for multiple Key Firm roles. For projects in which more than one of the Offeror Team members was involved, a single Form H is sufficient. Offerors may include, at the beginning of the Form H section of the SOQ, a matrix illustrating which past projects are meant to show experience for which entities, and for which role(s).

Offerors shall submit a Form H for each project used as a case study in response to the requirements of Part B, Volume 3.

2. Form I: Project Owner References

The Offeror 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. Express Commitments from Key Firms

The Offeror shall submit a letter of commitment from each identified Key Firm. Such letters shall be on the company letterhead of the identified Key Firm, shall include a point of contact for each Key Firm, and shall contain an express commitment regarding the firm's intention to fill each Key Firm role, as identified in Part C, Exhibit A, Section 2, that the Key Firm is anticipated to fill. Such letters shall also include the Key Firm's role in the organization as the Offeror, an Equity Member, or a first tier Subcontractor to an Offeror or Equity Member.

Section E. Environmental, Social, and Governance Efforts

The Offeror shall provide information on its ESG efforts, which may include any environmental sustainability efforts, socio-economic equity policies, and governance policies, or a report that conforms to one of the following frameworks:

- ISO 2600-2010 Guidance on Social Responsibility;
- Global Reporting Initiative (GRI) Sustainability Report;
- Organization for Economic Co-Operation and Development Guidelines for Multinational Enterprises;
- UN Global Compact: Communication of Progress; or



- Other framework related to ESG: i.e., Sustainability Accounting Standards Board, Task Force on Climate-Related Financial Disclosures, CDP, etc.

Please be advised that the submission of actual copies of ESG effort-related documents is not required.

For purposes of this requirement, “socio-economic equity” means making opportunities and benefits available to all applicants, employees, and affected community members regardless of socioeconomic status and decision making that balances the effects of decisions on vulnerable and underserved communities and individuals regardless of income, race, ethnicity, age, gender, or other factors.

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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 applicable page as described in Part A.5.3.

Section A. Financial Statements

Financial statements for the Offeror, each Equity Member, and each Guarantor for the three most recent completed fiscal years must be provided to demonstrate financial capacity of the Offeror. If the entity has been in existence for less than three fiscal years, Offeror shall 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 or chief financial officer of the entity. The prevailing foreign exchange rate (from a stated and verifiable source) at the date of the financial statement should be used for the conversion.



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 (SEC), 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 for the past three years must be supplied for each Offeror, Equity Member, and Guarantor that submits financial statements with its 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 represent 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 does not have financial statements or cannot demonstrate the financial capacity 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 Equity Member 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 capacity to complete the Project, then the Guarantor's financial information shall be used for purposes of evaluating the affected member's financial capacity. Following review of the financial information provided and the letter of support, the Authority may, in its sole discretion, specify that an additional guarantee will be required to demonstrate financial capacity.

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. The Executive summary shall not exceed 5 pages.

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.

The Technical Response shall not exceed 60 pages for the Delivery Period and 35 pages for the Service Period. The Technical Response shall not exceed 100 pages total, inclusive of the Executive Summary.

1 Management Competence – Delivery Period

1.1 Integration and Certification

1.1.1 Service-Proven Trainset and System Architecture Outline

The Offeror shall:

- a. Provide a description of the process employed to develop the high-speed trainset design incorporating service-proven concepts derived from prior iterations of the trainset platform;
- b. Provide a description of the purpose and use of a system architecture during the design and manufacturing phases (trainsets);
- c. Provide objective evidence of prior successful application of system architecture in comparable projects;
- d. Provide a high-level (approximately one-page) system context diagram, identifying wayside core systems and their key interfaces with the trainset throughout the design stages; and
- e. Provide a high-level (approximately one-page) schematic system architecture presenting the major high-speed trainset systems and subsystems, as well as their key interfaces throughout the design stages.



1.1.2 Case Studies

The Offeror shall provide a description of projects managed at the trainset design and manufacturing phase, and during the facilities, track, and systems development and construction stage where the Offeror oversaw the integration and certification of the trainset with the full system, including the main subsystems of track, traction power, OCS, communications, and train control. Experience designing high-speed trainsets for operation over shared and dedicated track should be highlighted.

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 similar elements of the Work as required for this Project;
- b. Provide evidence of relevant high-speed trainset design strategies, principles and methodologies;
- c. Demonstrate implementation and delivery of trainset performance to the levels specified for the referenced project;
- d. Provide evidence of relevant facilities, track, and systems design strategies, interfaces, principles and methodologies;
- e. Demonstrate proven success that the trainset met performance and reliability requirements operating for a period of not less than five years; and
- f. Identify the role of each applicable member of the Offeror team on the case studies submitted.

1.1.3 Verification and Validation (V&V) System Principles

The Offeror shall:

- a. Identify the key inputs, activities and major deliverables of the proposed V&V process; and
- b. Provide objective evidence of the successful application of the V&V process in comparable past projects.

1.1.4 Software Quality Assurance Proposal 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 ISO90003;
- b. Submit examples of comparable project-specific software quality assurance plans used on the Offeror's previous high-speed rail projects; and
- 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.



1.1.5 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; and
- b. Provide evidence of compliance to EN50128, ISO9001, and IEC61508 or an equivalent internationally recognized standard applicable to high-speed rail.

1.1.6 Trainset Engineering Principles

The Offeror shall:

- a. Provide a case study demonstrating compliance with EN50126 or an equivalent internationally recognized standard applicable to high-speed rail; and
- b. Provide a System Engineering Management Plan (SEMP) outline describing the Offeror's holistic, structured, and cross-functional engineering management approach providing the assurance that the high-speed trainset will achieve its performance requirements.

1.2 Program Management

1.2.1 Program Management Plan Outline, Executive Summary

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

- 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 PMP that includes the following documents: schedule, high-level work breakdown structure, quality plan, and risk register.

The Offeror shall demonstrate a clear understanding of the work environment (laws, standards, training and educational system, unions, etc.) in the State of California within its PMP outline.

1.2.2 Schedule Performance

The Offeror shall:

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



1.2.3 Environmental Management Plan

The Offeror shall:

- a. Provide evidence of successful application of the Offeror's approach to air and water protection, waste management, noise, and vibration in comparable past projects;
- b. Outline how an environmental management plan for the Work will be developed and implemented, including a brief description that covers the main environmental aspects including and not limited to air and water protection, waste management, noise and vibration during trainset operations, and operation and maintenance of the Trainsets and Facilities; as well as the associated mitigation measures.

1.2.4 Safety Management Plan Outline

The Offeror shall:

- a. Identify its health and safety organization and strategies to ensure the achievement of the highest practical level of operational safety during the design, manufacturing, and testing and commissioning periods. The health and safety strategies shall differentiate the following aspects: (i) railway operation safety during testing (including energization, work train and test train traffic management and safety, and track put out of service); and (ii) elaboration of the Trainset safety case; and
- b. Demonstrate its ability and experience in developing a system safety program and associated safety case. The Contractor will be required to prepare the safety case, including objective evidence. This safety case will be submitted to FRA for its consideration, and will be part of the information required for FRA review prior to the Authority receiving approval to enter into revenue service.

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 Subcontractors; and
- 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 Offeror's 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.



1.3.2 Organizational Responsibilities

The Offeror shall:

- a. Provide a chart of the main firms within the organization at the development stage and identify the reporting relationship and scope responsibilities between them; and
- b. Provide a high-level RACI (Responsible, Accountable, Consulted, and Informed) matrix identifying the main responsibilities by firm necessary to meet the objective of the contract.

1.4 Trainset Engineering

1.4.1 Experience with proposed partners

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

1.4.2 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.

2 Trainset Management – Delivery Period

2.1 Maintenance Competence

2.1.1 Case Studies

The Offeror shall provide evidence of relevant high-speed trainset 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

For comparable high-speed trainsets, 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; and



- c. Describe its approach to supporting an operating entity through the process of achieving regulatory approval of key maintenance philosophies, including functional integration and organizational sizing.

2.2 System integration/RAMS

2.2.1 System Integration Principles

The Offeror shall:

- a. Describe the managerial and engineering processes required for activities during the development phase of the system to achieve a fully integrated high-speed rail system, including this Contract and also the facilities, track, systems, and stations contractors and the Operator;
- b. Describe how it will manage the integration of the system elements including hardware, software, etc.; and
- c. Provide objective evidence of prior application of the V&V process that demonstrates successful system integration in comparable projects.

2.2.2 Reliability, Availability, and Maintainability

The Offeror shall:

- a. Demonstrate its RAM experience, expertise and objective evidence on how it successfully managed RAM objectives on a previous project of similar size and complexity; and
- b. Include a list of RAM standards, methods and tools used on Trainset projects designed, manufactured and/or maintained by the Offeror, including software licenses list.

2.2.3 On Time Arrival, Mean Time between Service Interruptions (MTBSI) and Mean Time to Restore Service (MTTRS) Evidence

The Offeror shall provide evidence of RAM performance measured on operating Trainset projects designed and/or manufactured and/or maintained by the Offeror.

2.3 Operational Competence

2.3.1 Operational Principles and Strategy Overview

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



3 Technical Competence – Delivery Period

3.1 Trainset Technical Competence

3.1.1 Trainset

The Offeror shall demonstrate the competence to design, manufacture, support certification, and introduce into revenue service a Tier III compliant high-speed trainset with a testing speed of 242 mph, including:

- a. Details of the approach to verify and validate the design and manufacture;
- b. Evidence of understanding the requirements of a high-speed rail system, inclusive of dedicated and shared corridors and multiple train control systems;
- c. Evidence of interface management between the trainset and facilities, track and systems;
- d. Knowledge of relevant Federal Railroad Administration (FRA) regulations and relevant high-speed rail standards;
- e. Experience in testing and commissioning trains in the United States; and
- f. Experience in collecting and managing quality data demonstrating manufacturing compliance with design specifications.

3.1.2 Facilities

The Offeror shall demonstrate competence in:

- a. The design of Facilities used for servicing, inspecting, repairing, overhauling, testing, and stabling the high-speed trainsets; and
- b. The design elements required to build a Facility including:
 - i. Mechanical and Electrical (M&E);
 - ii. Track and systems;
 - iii. Ergonomic; and
 - iv. Industrial design
- c. How the spatial and technical requirements for all Trainset disciplines are coordinated and incorporated into the design of a Facility.

4 Management Competence – Service Period

4.1 Integration

4.1.1 System Architecture Outline

The Offeror shall:

- a. Provide a description and associated relevant experience of how it will transition the system architecture from the Delivery Period to the Service Period;
- 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 high-level (approximately one-page) system context diagram, identifying the major external systems and its key interfaces during in-service; and
 - d. Include a high-level (approximately one-page) schematic system architecture presenting the major high-speed trainset systems and subsystems and its key interfaces during in-service.

4.1.2 Case Studies

The Offeror shall:

- a. Provide a description of projects (a maximum of three, with at least one being high-speed rail) in the last 10 years managed at operation and maintenance stages where the firm oversaw integration of the trainsets with the interfaces to maintenance facilities, and the maintenance program;
- b. Provide evidence of relevant high-speed trainset 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. Provide evidence of experience in managing and leading an integration and maintenance team, including subcontractors, and in delivering the required level of conformance.

4.1.3 Verification and Validation (V&V) System Principles

The Offeror shall;

- a. Identify the key inputs, activities, and major deliverables of the proposed V&V process; and
- b. Provide evidence of prior successful application of the V&V process in comparable situation on other projects.

4.1.4 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; and
- 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.

4.1.5 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; and
- b. Provide evidence of compliance to EN50128, ISO9001 and IEC61508 or an equivalent internationally recognized standard applicable to high-speed rail.

4.1.6 Trainset Engineering Principles

The Offeror shall:

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

4.2 Program Management

4.2.1 Program Management Plan Outline

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 Schedule Performance Evidence

The Offeror shall:

- a. Provide examples of projects of similar complexity and with defined milestones, demonstrating how the Offeror succeeded to manage trainset availability without any impact on operation and while delivering maintenance, system and subsystem upgrades, and overhauls in a timely manner; and
- b. Provide their understanding of the main schedule risks of the high-speed trainset maintenance program and describe the means and methods to meet the main milestones of the Contract.

4.2.3 Environmental Management Plan Outline

The Offeror shall provide an outline of an environmental management plan to be implemented during the Service Period that covers the main environmental requirements including but not limited to air and water protection, waste management, noise, and vibration relative to the servicing, inspecting, repairing, overhauling, and testing of the Trainsets.



4.2.4 Safety Management Plan Outline

The Offeror shall:

- a. Identify its safety organization and strategies to ensure the achievement of the highest practical level of operational safety during the Service Period.

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 partners and Subcontractors during the Service Period; and
- 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.

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 matrix identifying the main responsibilities by each firm necessary to meet the objectives of the contract.

4.4 Trainset Engineering

4.4.1 Experience with Proposed Partners

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

4.4.2 System Integration Outline

The Offeror shall provide case studies that demonstrate how they will manage system integration and interfaces between the Trainset and the Facilities during the Service Period.



5 Trainset Management – Service Period

5.1 Maintenance Competence

5.1.1 Case Studies

The Offeror shall provide evidence of:

- a. Relevant high-speed trainset 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 trainset, 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; and
- c. Describe its approach to achieving regulatory approval of key maintenance philosophies, including functional integration and organizational sizing.

5.2 System Integration/RAMS

5.2.1 System Integration Principles

The Offeror shall:

- a. Provide a description of the managerial and engineering processes required for equipment renewal activities during the maintenance of the high-speed trainset and facilities, the replacement of any defective and/or obsolete high-speed trainset system elements including hardware, software, etc.; and
- b. Provide evidence of prior successful application of the V&V process in comparable projects.

5.2.2 RAM

The Offeror shall:

- a. Provide a RAM Management Plan Outline for the Service Period, including the Offeror's RAM organization and strategy to ensure reliable, dependable passenger service; and
- b. Provide evidence of the Offeror's RAM expertise.

5.2.3 On Time Arrival, MTBSI and MTTRS Evidence

The Offeror shall:

- a. Provide an overview on how they will measure and follow-up on RAM



- b. performance during the Service Period; and
- b. Provide its vision on how to maintain the high level of performance requested and how to deal with any degradation of results.

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 Trainset projects designed, manufactured, and/or maintained by the Offeror.

6 Technical Competence – Service Period

6.1 Trainset Technical Competence

6.1.1 Trainset

The Offeror shall demonstrate:

- a. Ability to maintain the high-speed trainset;
- b. Understanding of the requirements of operating and maintaining the high-speed trainset considering performance and availability requirements, and service patterns and staff required to maintain the trainsets; and
- c. The understanding of the maintenance facilities required for high-speed trainsets, including the number of staff at each location and inspection and maintenance schedules.

6.1.2 Facilities

The Offeror shall demonstrate:

- a. Ability to operate and maintain a high-speed trainset maintenance facility; and
- b. Understanding of the complexities and limitations of operating and maintaining a high-speed trainset.



Part C. Exhibits

Exhibit A: Description of the Project and Work

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

Exhibit C: Forms

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Exhibit A: Description of the Project and Work

Figure 1: System Map



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Section 1. Draft Scope of Work:

The Work to be provided and performed by the Contractor includes, but is not limited to, the following general categories of scope:

1. Project and program management
2. Safety management, including construction safety, operation during construction and testing, and the development of the Trainset safety case
3. Scheduling
4. Inspection and maintenance planning, management, and delivery
5. Asset management
6. RAMS management
7. Assessment of and compliance with applicable codes, regulations, laws, legislation, standards, and technical requirements through a certification process
8. Competence management for all staff engaged in working on the Project
9. Development and delivery of all training required to gain, or maintain, competence of staff working on the Project
10. Configuration management and change control
11. Environmental permitting, mitigation, and environmental commitments as applicable within the limits of the Work
12. Implementation of environmental impact mitigation, monitoring, and reporting
13. System engineering to include principles, system architecture, interfaces, integration, V&V
14. Production of any, and all, documentation required to support the Authority in its applications for all regulatory approvals, including the Trainset safety case
15. Collaboration with other Authority contractors to integrate systems – this includes the facilities, track, systems, and stations contractors and other Authority contractors
16. Delivery of Project assets to include Trainsets, Driving Simulator, and Spares
17. Testing, commissioning and supporting safety certification for Trainsets, track, systems, and facilities
18. Quality control and quality assurance for design (to include any software provided) and manufacturing
19. Community relations
20. Quality inspection and testing (including evidence keeping for audit purposes)
21. Risk identification and management
22. Safety and security program
23. Preparation of CADD as-builts,
24. Interface coordination for in-scope Works as well as future works by others, including schedule and shared site access coordination
25. Coordination with adjacent high-speed rail works
26. Coordination with jurisdictional authorities (local governments, CPUC, FRA, Caltrans, etc.) and third-party stakeholders (public and private entities, such as utility companies, etc.)

The selected Offeror shall provide design, trainset manufacturing, testing, commissioning, certification support, operation, and maintenance for all Trainsets and inspection, operation, and maintenance of the Facilities.



Provision of other related services associated with the delivery of the Project as necessary to ensure the Project's ultimate readiness for high-speed passenger rail operations.

The RFP will more clearly delineate the Project limits and scope of work responsibilities described above.

Section 2: List of Key Firms

The Key Firm roles that shall be identified in the SOQ are listed below. The Offeror shall identify firms to fill each of the lead firm roles listed below on Form C: Identification of Offeror Team Members. Identified firms may fill more than one role but must be qualified for each role they are anticipated to lead.

The Offeror may identify more than one firm to fill each lead firm role, but each identified firm must be qualified for each role they are anticipated to fulfill. If more than one firm is identified for a lead firm role, the Offeror shall make clear which functions within the lead firm role each identified firm is anticipated to fulfill, including, if applicable, in which phase of the Work the identified firm will fill the lead firm role.

- Lead Configuration Management
- Lead Safety
- Lead Environmental Management
- Lead Program Manager
- Lead Railway Operation Safety During Construction and Testing
- Lead Safety Case
- Lead System Integrator
- Lead Trainset Maintainer
- Lead Trainset Manufacturer
- Lead Driving Simulator Manufacturer
- Lead Verification and Validation



Exhibit B: 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.

1. AECOM-Fluor Joint Venture
2. AECOM Technical Services, Inc.
3. Bluebird Advisors
4. Cordoba Corporation
5. DB E.C.O. North America Inc.
6. Ebbin Moser & Scaggs LLP
7. Ernst & Young
8. Fluor Enterprises, Inc
9. Infracore LLC
10. KPMG LLP
11. Mayer Brown LLP
12. Network Rail Consulting
13. Nossaman LLP
14. Remy Moose Manley, LLP
15. Ross Infrastructure
16. Rutan & Tucker
17. Sperry Capital
18. WSP USA



Exhibit C: 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

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Form A: Transmittal Letter

Offeror: _____

SOQ Date: _____

Della Leong, P.E.
California High-Speed Rail Authority
770 L Street, Suite 620 MS 2
Sacramento, CA 95814

Dear Ms. Leong:

The undersigned Offeror submits this SOQ in response to that certain Request for Qualifications No. HSR23-18 dated as of _____, 2023 (the "RFQ"), issued by the California High-Speed Rail Authority (the "Authority") for High-Speed Trainsets and Related Services, as described in the RFQ.

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

Volume 1: Transmittal Letter (Form A), 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), Express Commitment Regarding Key Firms, and Environmental, Social, and Governance Efforts;

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 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.]

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Form B: Offeror's RFQ/Proposal Manager

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY
High-Speed Trainsets and Related Services
RFQ No: HSR23-18**

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.

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Form C Identification of Offeror Team Members

Offeror: _____

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

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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, 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 the firm¹, or have you as a sole proprietor, ever filed bankruptcy or defaulted on any debts? If yes, please explain:

Yes No Is the firm, or are you as a sole proprietor, a party to any claim or lawsuit? If yes, please explain:

¹ As used in this Form D, the term “firm” includes (i) if the firm is a joint venture or partnership, any joint venture member or general partner thereof, (ii) if the firm is or will be a newly formed limited liability entity, an equity owner thereof, or (iii) if the firm is a corporation or other entity that is not newly formed, the firm itself.



1. Small Business Status

Is the firm certified as a Small Business by the State of California, or have you applied for certification?

Yes No If yes, list the firm's Office of Small Business and DVBE Services certification ID: _____

Date certified: _____

Application submitted to OSDS on: _____

Is the 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 the firm's certification number:

Date certified: _____

Application submitted on: _____

2. Disabled Veteran Business Status

Is the firm certified as a DVBE by the State of California, or have you applied for certification?

Yes No If yes, list the firm's certification ID: _____

Date certified: _____

Application submitted on: _____

3. Disadvantaged Business Enterprise

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

Yes No

If yes, list the firm's identification number(s): _____

Certifying Agency Name: _____

Date certified: _____

Application submitted 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 firm¹ or any affiliate² 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 As used in this Form E, the term “firm” includes (i) if the firm is a joint venture or partnership, the joint venture or partnership and any joint venture member or general partner thereof, (ii) if the firm is or will be a newly formed limited liability entity, the limited liability entity and any equity owner thereof, or (iii) if the firm is a corporation or other entity that is not newly formed, the firm itself.

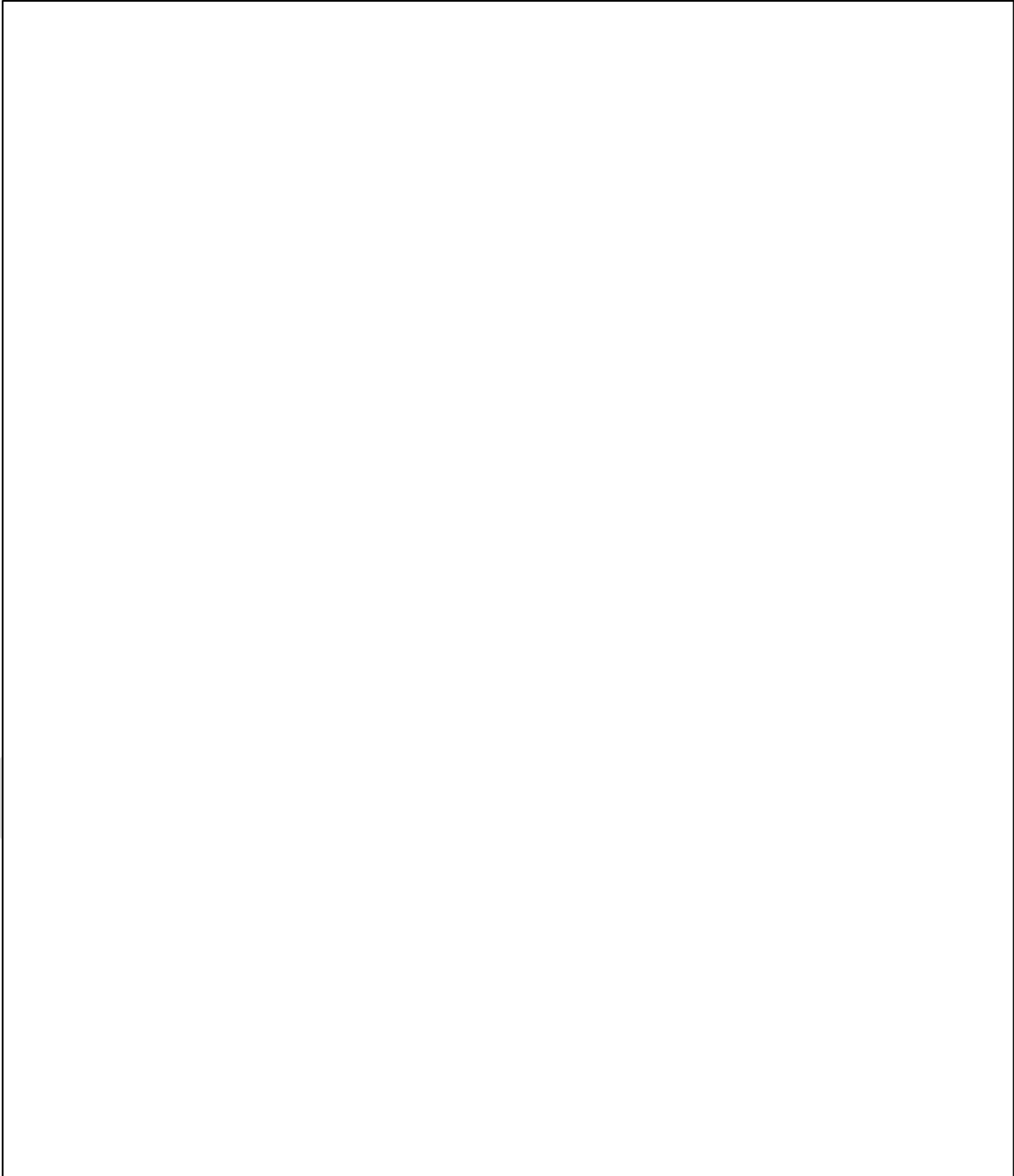
² As used in this Form E, the term “affiliate” includes the firm’s parent companies, its subsidiary companies, general partnerships, limited liability companies, joint ventures and/or business relationship in which the entity has more than a 15 percent financial interest.



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 \$1,000,000, 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

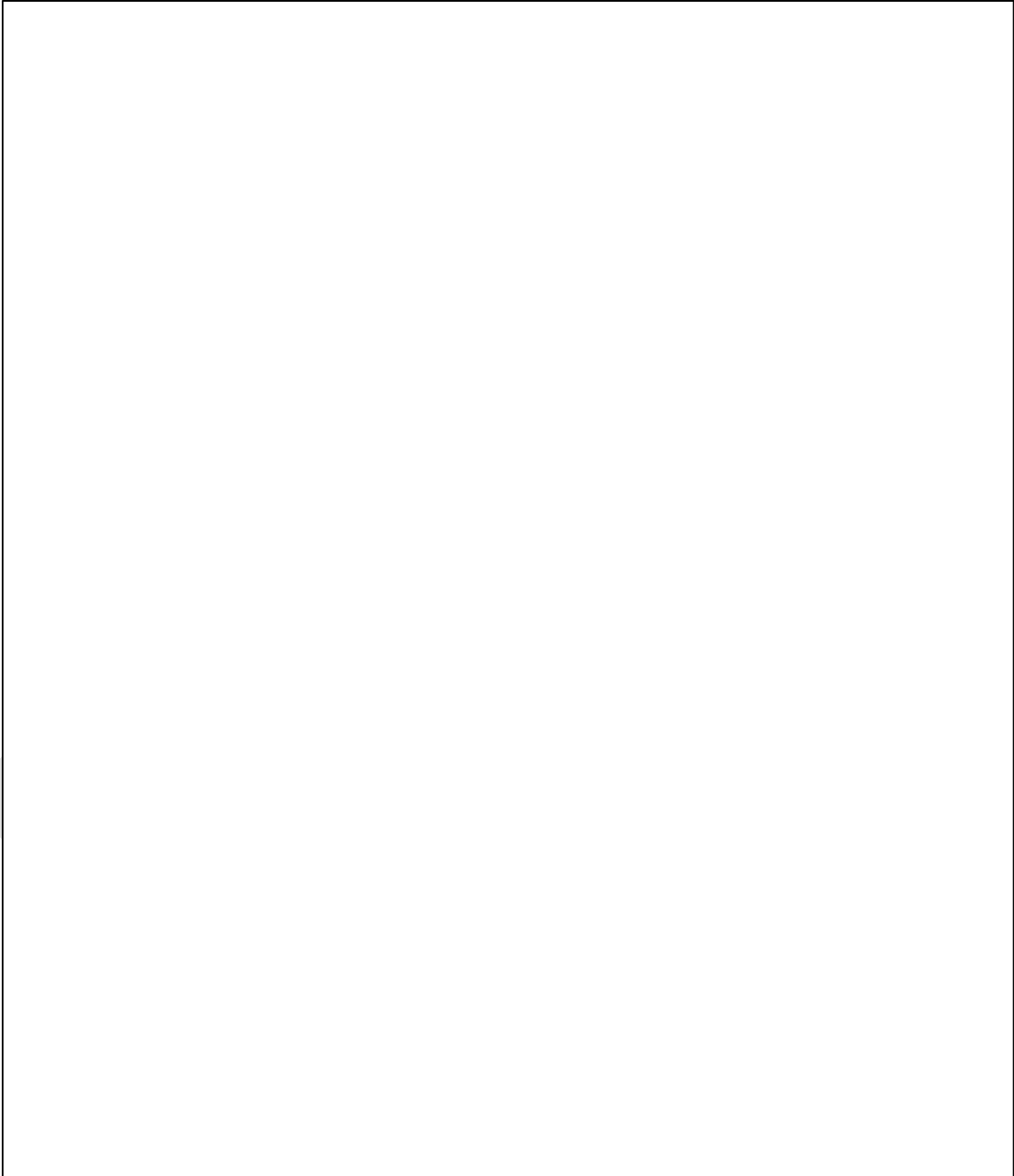
If yes, please explain the circumstances surrounding the claims and/or litigation in detail:



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

Yes No

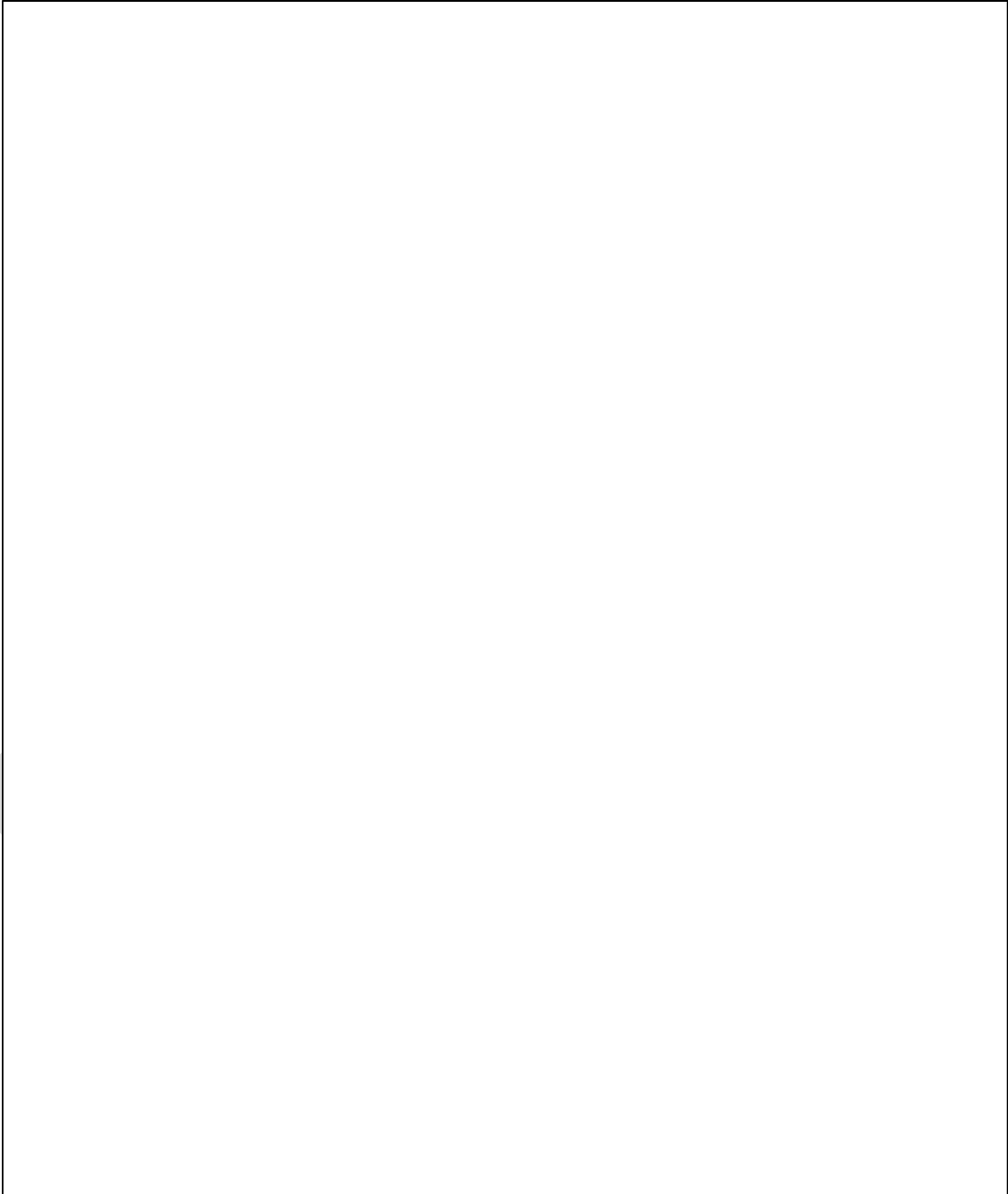
If yes, for each such contract please identify the team members and the agencies, and provide agency contact information including telephone numbers:

A large, empty rectangular box with a black border, intended for the respondent to provide details of design and/or manufacturing contracts awarded by a State of California agency within the past 10 years. A small grey triangle is visible on the left side of the box.

9. Has the firm been awarded a construction and/or design-build 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:

A large, empty rectangular box with a thin black border, intended for the respondent to provide details of construction and/or design-build contracts awarded by a State of California agency within the past 10 years. A small grey triangle is visible on the left side of the box, pointing towards the left margin.

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 manufacturing and/or construction project performed or managed by the firm been subject to citations from a government or oversight agency for repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years? 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), been settled against the firm within the past 10 years?

Yes No

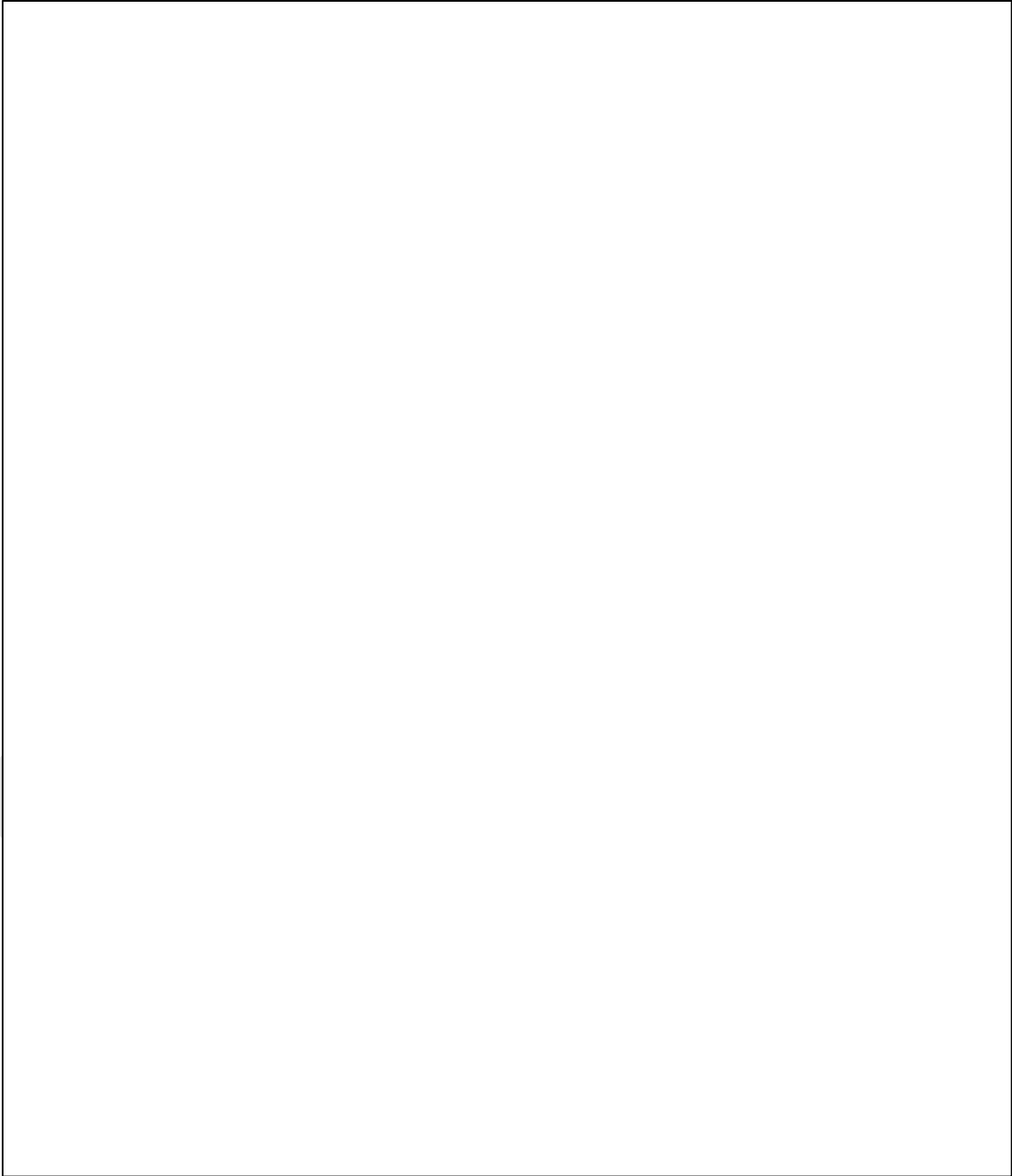
If yes, for each such violation please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:



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 each unique member of the Offeror Team, 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:

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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/Declaration

The undersigned hereby certifies/declares 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.

Prior to making this certification/declaration signed under penalty of perjury, our entity/company's executive(s) considered the Policy and performed conflict checks.

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 of Executive

Date

Printed Name

Title

Firm/Company Name

Offeror Name



Form G: Overall Project Small Business Goal Commitment Certification

The _____,
(Offeror and each Equity Member, as applicable)

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 SB Program.

_____,
(Offeror and each Equity Member, as applicable)

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 SB Program.

_____,
(Offeror and each Equity Member, as applicable)

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 Projects¹

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 United States 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: _____

¹ Please make additional copies of this form as needed.



Project Owner Additional Contact Information - 1:

Name: _____
Telephone Number: _____
E-mail Address: _____

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:

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For the above referenced project, describe overall requirements and performance for budget, changes, claims, quality, safety, environmental compliance (mitigation, monitoring, and reporting) and integration as they pertain to the design and production of rolling stock and provision of related services:

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

[Empty response box]

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

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

Signature

Date

Printed Name

Title

Firm/Company Name

Offeror Name

DRAFT

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Form I: Project Owner References

The Offeror 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 a supply and maintain team for a High-Speed Trainsets and Related Services contract for a new high-speed system in California. Major work elements of the Project include all required administrative, design, engineering, integration, permitting, coordination, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, maintenance, and certification.

TO BE COMPLETED BY OFFEROR

Offeror Team: _____

Name of Firm	Firm's Role(s) in Past Project	Firm's Proposed Role(s) for this Project (see RFQ, Part C, Exhibit A, Section 2)

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.):

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Firm's Role on Project: _____

Percent of work actually performed by such entity: _____

Brief description of the Firm's experience, competency and 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):

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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

DRAFT

RFQ NO. HSR23-18 DRAFT SUBJECT TO CHANGE AND AUTHORITY BOARD APPROVAL

