



Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services

RFP NO. X-034-14024 NEXT GEN TRAINSETS

Instructions to Offerors

RFP RELEASED

January 24, 2014

This is not an Order or Contract

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1. PROPOSAL DUE DATE; SUBMITTAL REQUIREMENTS; PROPOSAL AGENT

All Technical Proposals in response to this Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services (the “RFP” or “Solicitation”) must be received by 1800 GMT (Greenwich Mean Time) (2:00 p.m. New York Time) on the “Technical Proposals Due (Hard and Electronic) Close Date” set forth in Section 5 through the Amtrak Ariba System. The entire Technical Proposal, including all required forms, must be submitted at the time each Technical Proposal is uploaded in the Amtrak Ariba System or an Offeror’s Technical Proposal may be deemed nonresponsive. Offerors should allow ample time to upload their Technical Proposals or the system will close and not allow further entry. No late Technical Proposals will be accepted after that time.

In addition, by 4:00 p.m. New York time on the “Technical Proposals Due (Hard and Electronic) Close Date” set forth in Section 5, ten (10) hard copies of Offeror’s Technical Proposal must be received by Amtrak’s Solicitation Contact below:

National Railroad Passenger Corporation
Procurement Department
Mailbox #5
Attention: Ms. Donna Hennessy
Principal Contracting Officer

2955 Market Street, 5th Floor South
Philadelphia, PA 19104 USA

By 4:00 p.m. New York time (1:00 p.m. Sacramento time) on the “Technical Proposals Due (Hard and Electronic) Close Date” set forth in Section 5, ten (10) hard copies of Offeror’s Technical Proposal must be received by the California High-Speed Rail Authority (the Authority) Contact below:

California High-Speed Rail Authority
Attention: Ms. Rebecca Harnagel
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814 USA

All Financial Proposals in response to this RFP must be received by 1800 GMT (Greenwich Mean Time) (2:00 p.m. New York Time) on the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5 through the Amtrak Ariba System. The entire Financial Proposal, including all required forms, must be submitted at the time each Financial Proposal is uploaded in the Amtrak Ariba System or an Offeror’s Financial Proposal may be deemed nonresponsive. Offerors should allow ample time to upload their Financial Proposals or the system will close and not allow further entry. No late Financial Proposals will be accepted after that time.

In addition, by 4:00 p.m. New York time on the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5, six (6) hard copies of Offeror’s Financial Proposal must be received by Amtrak’s Solicitation Contact below:

National Railroad Passenger Corporation
Procurement Department
Mailbox #5
Attention: Ms. Donna Hennessy
Principal Contracting Officer
2955 Market Street, 5th Floor South
Philadelphia, PA 19104 USA

By 4:00 p.m. New York time (1:00 p.m. Sacramento time) on the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5, six (6) hard copies of Offeror’s Financial Proposal must be received by the Authority Contact below:

California High-Speed Rail Authority
Attention: Ms. Rebecca Harnagel
Contracts Office
770 L Street, Suite 800
Sacramento, CA 95814 USA

All Solicitation documents will be sent to Offerors' proposal agent electronically via an invitation through the Amtrak Ariba System. Instructions for this system can be downloaded from the link that is emailed to the proposal agent. The proposal agent shall check the "intends to participate" indicator button in order to receive future Amendments and information.

Each Offeror shall designate one (1) individual as its proposal agent who is responsible for all communications during the solicitation through the Amtrak Ariba System. If an Offeror fails to designate a proposal agent and submit the relevant contact information, the Offeror may not receive all relevant communication about the Solicitation, including subsequent Solicitation Amendments, or the invitation to participate in one-on-one meetings.

See Section 14 hereof for further details regarding proposal submission.

IF ANY RECIPIENT OF THIS SOLICITATION DECLINES TO SUBMIT A PROPOSAL, PLEASE INDICATE VIA ARIBA SYSTEM, THE FIRM NAME AND THE REASON FOR DECLINING. OTHERWISE, YOU MAY NOT RECEIVE NOTIFICATION OF FUTURE SOLICITATIONS.

2. INTRODUCTION/OVERVIEW

Due to their common interests and anticipated efficiencies, Amtrak and the Authority are engaging in a joint procurement for the provision of Trainsets and other related goods and services.

The intended result of the Solicitation is the procurement of "Common Platform," as that term is defined herein, Trainsets for Amtrak and the Authority. As detailed in the Solicitation, we will accept proposals for both Common Platforms and Amtrak specific requirements. **However, only proposals offering a Common Platform solution that reach Stage 4 of the Evaluation Process will be considered for recommendation of award of the contracts contemplated under the Solicitation.** If Amtrak and the Authority determine that there are no Common Platform solutions, the Authority may exit the procurement process and Amtrak may continue with a stand-alone procurement. Should this be the case, Amtrak may issue an Amendment to the Solicitation to reflect changes in the procurement process.

For purposes of this Solicitation, a Common Platform is defined as a Trainset or Trainsets from a "platform" family (e.g. either distributed or concentrated power, similar body construction/cross section, either conventional or articulated bogie architecture) that meets the requirements of Stage 1 of the Evaluation Process, for both Amtrak and the Authority, with commonality of design, significant shared components, and comparable manufacturing processes. Offerors shall document whether their proposal offering is based

on a Common Platform, with detailed supporting documentation.

Offerors may propose different Trainsets of a Common Platform for Amtrak and the Authority, or a single Trainset that will satisfy the requirements of both Amtrak and the Authority. Differing widths of Trainsets are allowable. For Amtrak, acceptable widths are a Trainset UIC profile that complies with the Amtrak Interface requirements in Section 12.2.7 of Schedule 1 Part A and has a minimum interior width of 115 inches (2921 mm) measured at armrest height and/or a Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E. For the Authority, acceptable widths are a Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E, and/or a Trainset that meets a maximum allowable width as defined by the Authority's DCM Chapter 3 – Trackway Clearances, Section 3.4 (Vehicle Clearance Envelopes) including appendices.

As part of this process to procure new Trainsets, Amtrak and the Authority intend to work closely with the successful Offeror to ensure that prior experiences and best practices are captured in the design of the Trainset.

It is contemplated that separate contracts will be awarded by Amtrak (Amtrak Contract) and the Authority (Authority Contract) to a single Offeror.

Amtrak

The National Railroad Passenger Corporation, "Amtrak", a private corporation founded on May 1, 1971, operates more than 300 trains each day on 21,300 miles (34,000 km) of track at speeds up to 150 mph (240 km/h) connecting more than 500 destinations in 46 states and three (3) Canadian provinces. In fiscal year 2012, Amtrak served a record 31.2 million passengers and had \$2.88 billion in revenue while employing more than 20,000 people. Its headquarters is located at Union Station in Washington, D.C.

Amtrak seeks to procure Trainsets that are consistent with the Federal Railroad Administration's (FRA) Rail Safety Advisory Committee's Engineering Task Force's recommendations for Tier III passenger equipment standards suitable for operation on the Northeast Corridor (NEC) (Amtrak Trainsets). The Amtrak Trainset order will supplement and eventually replace the existing Amtrak Acela Trainsets that operate the Acela Express service between Boston, MA and Washington, DC.

The proposed Amtrak Trainset must be capable of an initial minimum continuous operating speed of 257.5 km/h (160 mph) under full load conditions, and a testing speed of 265.5 km/h (165 mph). In addition, Amtrak seeks information on the maximum operating speed of the Trainset being

proposed, and whether the Trainset is capable of operating up to a continuous operating speed of 300 km/h (186 mph) and/or 354 km/h (220 mph) and associated implications.

It is contemplated that this RFP will result in the award of two (2) separate contracts for Amtrak.

The first Amtrak contract is for the procurement of an alternative number of Trainsets with an option for additional individual vehicles.

Amtrak is requesting a proposal based on the four alternatives, all of which relate to the Operating Plans attached to this Solicitation.

Alternative 1: Phase 1 of the Operating Plan calls for the addition of peak hour half hourly service that requires 6 additional Trainsets to operate alongside the existing Acela. Offeror should state the number of Trainsets needed for these additional 6 services.

Alternative 2: No change to the existing service but replacing the existing Acela fleet with the new Trainsets. Offeror should state the number of Trainsets needed for Amtrak's current operating plan.

Alternative 3: Replacement of the existing Acela fleet and with the addition of the extra half hourly service set out in Phase 1 of the Operating Plans; the operational requirement is for 22 operating Trainsets each day. Offerors should state number of Trainsets to operate this service.

Alternative 4: Replacement of the existing Acela fleet and the addition of Trainsets to operate the 25 services needed each day outlined in Phase 2 of the Operating Plans. Offeror to state the number of Trainsets required to operate this service.

All the Trainset quantities quoted in the above Alternatives are for Trainsets in service and make no allowance for spare or maintenance cover.

As noted above, if the Solicitation results in the acquisition of Common Platform Trainsets, the first Amtrak contract will include a supply of Capital Spares, as that term is defined in the RFP documents. The second contract that Amtrak intends to award will be a Technical Support, Spares, and Supply Agreement (TSSSA). The term of this agreement shall be fifteen (15) years with an option for a break clause after each five (5) years and with three (3) five (5) year option periods, which Amtrak may exercise at its sole discretion. Due to the different nature of these two (2) contracts, there are two (2) separate sets of terms and conditions that will govern these two Amtrak contracts. The Trainset terms and conditions are included as part of the RFP package of documents. The TSSSA terms and conditions were provided as Amendment 004.

While Amtrak is not requesting Offerors to submit options for builder financing as part of their proposals at this time, Amtrak reserves the right to amend the Solicitation and evaluation criteria and request submission of financing proposals at any time during this Solicitation.

California High-Speed Rail Authority

Established in 1996 by State legislation, the Authority has a statutory mandate to plan, build, and operate a high speed rail system to be coordinated with California's existing transportation network, particularly intercity rail and bus lines, commuter rail lines, urban rail transit lines, highways, and airports. This procurement is conducted in accordance with the Authority's contracting power described in Section 185036(a) of the California Public Utilities Code.

The Authority is seeking to procure high speed Trainsets for its planned operation over new dedicated and existing shared Authority routes (Authority Trainsets).

The Authority intends to contract for the Authority Trainsets, and the supply of Spares, Special Tools, Consumables, and technical support for the 30-year life of the Trainsets under the Authority Contract.

At this time, the Authority is not requesting Offerors to submit options for builder financing as part of their proposals. The Authority intends to procure the financing and long-term maintenance (apart from the responsibilities contained in the Authority Contract) under a separate Availability Payment contract to be awarded prior to issuing the notice to proceed (NTP) for the manufacture of the Authority Trainsets. It is anticipated (but not required) that the Authority Contract will ultimately be assigned to the Authority's counterparty under the Availability Payment contract (AP Contractor). For purposes of clarity, the Authority will be the counterparty to the Authority Contract with the Contractor until it assigns the Contract to the AP Contractor (if at all). Ultimately, the Authority expects that the Authority Contract will be a subcontract among a series of other subcontracts between the AP Contractor and its subcontractors which will include the Contractor. If the Authority does not assign the Authority Contract to an AP Contractor, then the Authority shall remain the counterparty to the Authority Contract.

3. TECHNICAL VISION FOR THE NEW AMTRAK AND AUTHORITY TIER III TRAINSETS

The proposed Trainset must provide a competitive and attractive option in a

marketplace where intercity passenger rail competes directly with short-haul air travel. It must do this by addressing customer needs more effectively than the competing travel modes.

In terms of Amtrak’s and Authority’s technical vision, the new Trainset design shall:

- a) Ensure that safety is inherent in the design, production, operation, and maintenance of the Trainset.
- b) Achieve required reliability after introduction of the Trainset into revenue service.
- c) Employ proven technologies, be efficient and effective, achieve excellent technical hardware and software integration, and balance both conventional and innovative new technologies and their applications with a need to minimize unnecessary complexity in subsystems and components.
- d) Deliver maintainability and availability through modularity of systems and subsystems that are integral to the design, thereby delivering maintenance to minimize both overall costs and downtimes.
- e) Achieve high energy efficiency.
- f) Adopt a design platform that is sufficiently adaptable to enable flexibility of operations and a rapid response to any changes of requirements that may be identified (e.g., modular approach to seating and vehicle interior layout).
- g) Deliver high levels of passenger comfort with particular attention paid to maintaining the condition of the passenger areas throughout the thirty (30) year service life of the Trainset.

4. ORDER QUANTITIES

The Trainset and passenger car quantities that may be ordered under the Amtrak and Authority contracts are as follows:

TRAINSET	QUANTITY	TRAINSET OPTION QUANTITY	INDIVIDUAL VEHICLES OPTION QUANTITY
Amtrak	Refer to Section 2 and Amtrak’s Operating Plans	TBD	TBD
Authority	2 prototype and 13 production Trainsets	Options 1 - 4: Up to 70	

The Amtrak quantity may be ordered under the initial order or in multiple orders at various times.

The numbers of Trainset and individual vehicle passenger car option quantities shown above are estimates of potential demand only and do not represent guaranteed future orders of Trainsets by either Amtrak or the Authority.

5. RFP TIMELINE

The table below summarizes the anticipated schedule for the Solicitation. Amtrak/Authority reserves the right to modify the RFP schedule if circumstances warrant. If Amtrak/Authority finds it necessary to change any of these dates up to and including the date that all proposals are due, the change in the schedule will be accomplished via an Amendment to this RFP.

EVENT	DATE
RFP Issued	January 24, 2014
Pre-proposal Conference (webinar)	February 3, 2014
Pre-proposal (Spares and Indices) Submittal Due Date	February 24, 2014
Last Day for Submission of Questions/ Exceptions	<p>May 27, 2014</p> <p>Each Offeror may submit no more than eight questions during this extended time.</p>
One-on-Ones	Week of June 2, 2014
Technical Proposals Due (Hard and Electronic) Close Date	July 14, 2014
Financial Proposals Due (Hard and Electronic) Close Date	<p>Financial Proposals will be due at a later date after the following take place:</p> <ol style="list-style-type: none"> 1. Amtrak/Authority finalize the three stage review of all Technical Proposals; and 2. The Federal Railroad Administration provides a decision(s) regarding any requests from Amtrak/Authority for

	Buy America Waivers in Common, in accordance with the RFP.
Oral Presentations (Offerors whose Proposals have advanced to Stage 3 of the Evaluation Process)	*Earliest-Week of December 1, 2014 *Depending on FRA waivers
Site Visits to Offerors' Facilities	*January 2015
Notice of Award	*April 2015
Contract Award	TBD
Notice to Proceed	TBD

6. COMPLIANCE WITH TERMS OF SOLICITATION DOCUMENTS

As a condition of award, Offerors must accept and comply with all terms of the Solicitation Documents, as may be revised by Amendment, listed in Section 33 hereof. Any Offeror who feels compelled to take exception to any terms of the Solicitation Documents must do so by submitting such exceptions in writing to the Solicitation Contact for Amtrak, listed in Section 1 of these Instructions. Any requests for exceptions must be submitted using Exhibit J and uploaded into the Ariba System by the date set forth in Section 5 as the last day for submission of questions and exceptions. **All requests for exceptions are to be treated separately from questions.** Any such request for change or modification must include: (a) reference to the document, section, and exact provision; (b) an explanation of why the change or modification is being requested; and (c) the exact language change or modification the Offeror is requesting. Amtrak/Authority will review any such requests and determine, in its sole and absolute discretion, whether to make any requested changes or modifications. Any changes or modifications that Amtrak/Authority agrees to make will be communicated by Amtrak/Authority to all Offerors in the form of an Amendment to this Solicitation. All Amendments will be issued electronically using the Ariba System. No further changes to the Solicitation Documents, including the General Provisions, will be considered and any proposal that includes an exception to the terms of the Solicitation Documents (as amended) may, in Amtrak's/Authority's sole discretion, be deemed non-responsive and the Offeror may be disqualified from participation in the Solicitation.

7. QUESTIONS CONCERNING THE SOLICITATION (Q&A PERIOD)

Any Offeror with questions concerning this Solicitation must forward the

questions to the Solicitation Contact for Amtrak as defined in Section 1. All questions must be submitted by uploading the questions using Exhibit K. Please enumerate your questions as they are submitted and continue the numeration with any new questions sent at a later time. This spreadsheet must be uploaded into the Ariba System by the last day for submission of questions as set forth in Section 5. All answers to all questions will be forwarded to each Offeror as an Amendment to the Solicitation.

Amtrak/Authority answers to questions shall not be considered part of the Amtrak/Authority Contract. Any discussions regarding this Solicitation between an Offeror and any employee or representative of Amtrak/Authority other than Solicitation Contact for Amtrak as defined in Section 1 may result in Offeror's disqualification. Oral explanations or instructions given before the award of a contract will not be binding. Any substantive new information concerning this Solicitation will be communicated by Amtrak/Authority to all Offerors in the form of an Amendment to this Solicitation.

Amtrak/Authority may elect to hold one-on-one meetings with the Offerors.

To the extent any Offeror intends at any time to initiate contact with the general public regarding the project, the nature of such intended contact and the substance thereof must be approved in writing by Amtrak and the Authority prior to the commencement of such activities.

Offeror may not communicate with another Offeror about the procurement, including this RFP and the proposals. However, an Offeror may communicate with a subcontractor that is on more than one (1) Offeror team if the two (2) Offerors establish a protocol to ensure that the subcontractor will not act as a conduit of information between the two (2) Offerors regarding this project.

8. PROPOSAL VALIDITY PERIOD

Proposal(s) and proposal guarantee must remain valid for up to 360 calendar days from the "Financial Proposals Due (Hard and Electronic) Close Date" set forth in Section 5. After such period, the proposal(s) and proposal guarantee will cease to be valid unless the Offeror and Amtrak/Authority agree in writing to extend the proposal validity period. If less than 360 calendar days of validity is provided, Amtrak/Authority may consider the proposal(s) non-responsive and may reject such proposal(s).

Amtrak/Authority may request Offerors to extend the period of time specified herein by written agreement between Amtrak/Authority and Offeror.

9. WITHDRAWAL OF PROPOSALS

An Offeror may withdraw its proposal by written notice, at any time prior to the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5.

10. PERIOD OF PERFORMANCE

A. Amtrak Trainsets

If awarded a contract, Offeror agrees to commence work within ten (10) calendar days from the date of NTP and to furnish and deliver the Trainsets in accordance with the delivery schedule to be determined prior to Contract Award.

B. Amtrak TSSSA

The term of this agreement shall be fifteen (15) years with an option for a break clause after each five (5) years and with three (3) five (5) year option periods, which Amtrak may exercise at its sole discretion.

C. Authority

The Authority intends to enter into a single Authority Contract. For each Fleet, the period of performance for the Authority will be thirty (30) years from Final Acceptance of the last Authority Trainset of the Fleet.

11. AMTRAK/AUTHORITY PRE-PROPOSAL CONFERENCE; BUILDER PRESENTATIONS AND MANUFACTURER’S FACILITY VISITS

A. Amtrak/Authority Pre-Proposal Conference

A pre-proposal Conference will be held on the pre-proposal Conference Date as specified in Section 5 by way of a Webinar. Details of the Webinar will be provided in a communication from the Ariba system.

B. Presentations and Manufacturer's Facility Visits

Offerors whose proposals are within the competitive range (those Offerors that pass Stage 3 of the evaluation) may be asked to provide an oral presentation to Amtrak/Authority at a location to be determined during the week specified for Oral Presentations in Section 5. In addition, Amtrak/Authority may visit the facilities and Trainsets in operation produced by Offerors in the competitive range during the week specified for Site Visits to Offerors' Facilities in Section 5. Please note that these dates are tentative and are subject to change.

12. PRE-PROPOSAL SUBMISSIONS

A. Amtrak Owned Spares and Authority Owned Spares

Prior to the Pre-proposal (Spares and Indices) Submittal Due Date as specified in Section 5, Amtrak and the Authority shall receive at the addresses set forth in Section 1, each Offeror's list of recommended Capital Spares to be purchased by Amtrak and the Authority. Amtrak/Authority intends to review each Offeror's recommendations and amend the RFP to include a single list of Capital Spares to be priced by the Offeror as part of its financial proposal to Amtrak and the Authority. The identified Capital Spares will become part of the Amtrak Owned Spares and the Owner-Owned Spares under the Amtrak and Authority Contracts.

B. Indices

For the Authority only:

The Authority contract amounts will be adjusted for fluctuations in inflation in accordance with Schedule 4 of the Authority Contract.

As part of the Pre-Proposal Submittal Requirements, the Offeror shall propose up to three indices for the indexation adjustment for (i) the Fleet 1 Milestone Contract Amount, Fleet 2 Milestone Contract Amount, Fleet 3 Milestone Contract Amount, Fleet 4 Milestone Contract Amount and Manufacturing Restart Payment prior to the Pre-Proposal Submittal Due Date specified in Section 5; and up to three indices for the indexation adjustment for (ii) the Fixed Service Payment, Trainset Incremental Service Payment and Mileage Incremental Service prior to the Pre-Proposal Submittal Due Date specified in Section 5.

The Offeror shall:

(a) Select up to three indices. Each of these indices should have a minimum available history of 10 years and reflect escalation of prices related to metals, equipment, and labor costs of the Offeror's proposal; and

(b) Calculate the compound annual change of each index proposed over the most recent 10-year period. The Offeror shall calculate the year-over-year change of change of each index over the most recent 10-year period.

The Authority will consider the indices proposed by all of the Offerors and in its sole discretion will determine the indices that shall be used in Schedule 4 to the Authority Contract and also for the Base Case escalation for the Evaluation Process. The determination shall be issued by the Authority through an Amendment to the RFP.

13. POST-AWARD/PRE-PERFORMANCE CONFERENCE

If, as contemplated by the RFP, a contract(s) is awarded, a post-award/pre-performance conference will be held at a date, time and location to be determined. A duly authorized representative(s) of the successful Offeror is required to attend this conference.

14. PROPOSAL SUBMISSION

Offeror must carefully examine the Solicitation Documents, Amendments and all related materials referenced in this RFP and note that most communications will come through the Ariba System – including emails. No Offeror will be able to view another Offeror's information.

For a Common Platform proposal, Offeror shall address the Amtrak requirements and the Authority requirements in a single proposal. To the extent that Amtrak and the Authority have different requirements for a proposal element, the proposal shall address Amtrak's requirements and the Authority's requirements for the proposal element separately. If an Offeror desires to propose multiple widths, it shall provide a separate proposal for each width proposed. All Technical Proposal and Financial Proposals must be submitted separately.

Proposal Format: Offeror shall present its proposal material in a cohesive manner that is divided into the four distinct stages (Stages 1 through 3 as part of the Technical Proposal and Stage 4 for the Financial Proposal).

For Amtrak only: Offerors should note that specific information (i.e. design review process, project schedule, management plans etc.) called for as part of the response to Stage 3 (Deliverability) will form the basis of the documentation that will be incorporated as individual schedules in the Trainset purchase agreement. Those completed Schedules, which must be approved and agreed to by Amtrak, will become part of the Contract.

For the Authority only: Offerors should note that specific information (i.e., design review process, project schedule, management plans, etc.) called for as part of the response to Stage 3 (Deliverability) will form the outline of documentation that will be submitted to Authority for review after NTP as part of the submittal process.

Amtrak/Authority reserve the right to request one or more proposal revisions and/or “Best and Final” offers from any or all of the Offerors during the Solicitation phase.

The proposal submittal requirements are set forth below:

Submittal Requirements	RFP Reference
TECHNICAL PROPOSAL	
ADMINISTRATIVE SUBMISSION	
Buy America	Exhibit B
Authority Only -Describe how the Trainset Platform or a derivative may be used for other California projects	
Authority Only -Transmittal Letter	Exhibit C, Form A
STAGE 1	
State whether or not Offeror’s proposal is based on a Common Platform, with detailed supporting justification	Section 2 of this ITO
Submittal requirements identified in Table 1 – Pass/Fail Requirements Evaluation Criteria	Exhibit A, Section 2.1.2
STAGE 2	
Submittal requirements identified in Table 2 – Performance Specification Evaluation Criteria	Exhibit A, Section 2.2.2
Maintenance Concept – Amtrak	Exhibit A, Section 2.2.3
Maintenance Concept – Authority	Exhibit A, Section 2.2.4
STAGE 3	
Offeror’s Credentials	Exhibit A,

Submittal Requirements	RFP Reference
	Section 2.3.2
Project Management Plan	Exhibit A, Section 2.3.3.1
Engineering Management Plan	Exhibit A, Section 2.3.3.2
In-Service Management Plan	Exhibit A, Section 2.3.3.3
Amtrak Project Schedule	Exhibit A, Section 2.3.4.1
Buy America submittals	Exhibit A, Section 2.3.4.2, Exhibit B
Small Business Enterprises submittal	Exhibit A, Section 2.3.4.3; Exhibit D
Domestic Content submittal	Exhibit A, Section 2.3.4.4
Maintenance Deliverability Plan – Amtrak	Exhibit A, Section 2.3.5
Maintenance Delivery Plan – Authority	Exhibit A, Section 2.3.5
Financial Capability	Exhibit A, Section 2.3.6; Exhibit I
Required Submittals/Forms For Amtrak: Certification Regarding Lobbying Certification Regarding Debarment/Suspension Representations and Certifications Letter of Intent from Qualified Bonding Agency Letter of Intent from Qualified Insurance Agency Subcontracting Plan for the Utilization of Small Business Concerns and Disadvantaged Business Enterprises NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) –to be completed by awarded firm High-Speed Trainset U.S. Employment Plan Veteran’s Utilization Plan	Exhibit D
Required Forms For the Authority: Iran Contracting Certification (Cert. 1) Darfur Contracting Act Certification (Cert. 2) Non-Collusion Affidavit (Cert. 3) Certification Regarding Miscellaneous State Requirements (Cert. 4)	Exhibit C

Submittal Requirements	RFP Reference
Major Participation Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Cert. 5) Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Cert. 6) Equal Employment Opportunity Certification (Cert. 7) Non-Discrimination Certification (Cert. 8) Certification Regarding Lobbying (Cert. 9) Overall Project Small Business Goal Commitment Affidavit (Cert. 10) Organizational Conflict of Interest Affidavit (Cert. 11) Organizational Conflicts of Interest Disclosure Statement (Form B) Authority Rolling Stock Cost Commitments (Form C)	
FINANCIAL PROPOSAL	
STAGE 4	
Required Submittals for Amtrak: Proposal Form/Pricing Schedule A and B Whole Life Cost Model	Schedule 14- Amtrak Pricing Schedule; Schedule D – Pricing Schedule of TSSSA; Exhibit E
Required Submittals for Authority: Pricing Form Cost Model Rolling Stock Cost Model (Form D-1 through Form D-10)	Section A of Exhibit F; Exhibit G Section B of Exhibit F Section C of Exhibit F; Exhibit H
Required for both Amtrak and Authority Proposal Security	Section 23 of this ITO Exhibit L1- Proposal Bond Form Exhibit L2- Proposal Letter

Submittal Requirements	RFP Reference
	of Credit Form

For Amtrak only: Offeror shall incorporate its Technical Description into Schedule 1 Part B as part of the Amtrak Contract. In addition, Offerors shall provide a clause by clause response to the Maintenance Requirements Specification (MRS) which shall include a comprehensive maintenance concept document.

Schedules:

For Amtrak only:

All schedules will be included as agreements in the Contract document and some will be based on information submitted as part of Stage 2 and Stage 3 evaluation. The Schedules will be agreed as part of the contract discussions and may be amended during the life of the Contract.

15. EVALUATION PROCESS

The Evaluation Process for Technical and Financial proposals is attached hereto as Exhibit A.

16. OPTIONS FOR AMTRAK

Refer to Amtrak’s Pricing Schedule.

A. Additional Individual passenger car vehicles

The Offeror is requested to submit pricing for the provision of additional business class vehicles that will enable the Trainset configuration to be extended to provide up to a 33.33% increase in passenger capacity. An explanation of the solution(s) to achieve this proposal shall be provided. The length limitation set out in Section 7.3.1 Of Schedule 1 Part A of the Trainset Specification shall not apply to this option.

B. Training for Amtrak Personnel

The Offerors should note that the RFP includes provisions to “Train the Trainer” as a mandatory part of this proposal(s). This optional pricing package sets out additional training for which Amtrak would like to obtain costs for an Offeror provided full training program for Amtrak’s relevant

workforce.

The Offeror's training proposal shall complement the proposed "Train-the-Trainer" requirements explained above. The Offeror's knowledge of the Trainset may allow alternative training methods in this proposal that Amtrak has not considered. The Offeror shall provide the following information for the Training Option proposal:

- i. Price for all training based on a class size of 20 participants;
- ii. A list of the classes the Offeror determines is required for Amtrak's personnel. Amtrak's personnel to include: On board Food Service Personnel, Train Crew consisting of Conductor and Engineer, Maintenance personnel, Transportation Road Foremen, etc.;
- iii. A summary description of each training class;
- iv. List of the materials needed to support the Training Program, i.e. training aids and materials;
- v. Schedule for training;
- vi. The optional training shall be for the following numbers of staff:
 - a. Management 33,
 - b. Electricians 44,
 - c. Machinists 38,
 - d. Sheet Metal Workers 32,
 - e. Carmen 43,
 - f. Technician Foremen 27,
 - g. On Board Service 450,
 - h. Train Engineer 200,
 - i. Conductors/Assistant Conductors 800.

C. Additional Simulator

Offerors shall provide a proposal for an additional full motion cab driver simulator with all the controls and cab systems required to operate the Trainset. All cab equipment and systems shall be functional with realistic audio and visual feedback for the NEC route. The simulator must allow the simulation of conditions and scenarios encountered during NEC railroad operations.

D. Full Bistro Car

Offeror shall provide pricing and design for a Full Bistro vehicle in place of the half Bistros required in the specification.

E. Additional Vehicles

Offeror shall provide pricing for a spare vehicle of each type provided in the Trainset fully equipped for operational use. Provide prices for additional vehicles to be added to the Fleet at a later date.

F. Upgraded Speed Capabilities

Offeror shall provide pricing for the provision of Trainsets that can achieve all the requirements set out in Stage 1 of the Evaluation Criteria (Exhibit A) and have a maximum speed of 186 mph and a further price for Trainsets that can also achieve 220 mph. In addition, Offeror shall provide pricing to upgrade the maximum speed of the Trainset from the speed at which it is delivered (e.g. 160 mph) to both 186 mph and 220 mph.

G. Video Screens in All Seatbacks - All Classes of Service

Offeror shall provide pricing for compliant color video screens in seatbacks for all Trainsets consistent with Amtrak's brand and design vision.

17. ANTI-COMPETITIVE PRACTICES

Offerors shall not conspire to restrict competition or otherwise engage in anti-competitive practices. If any Offerors are discovered to be in violation of this requirement, the proposals of such Offerors shall be rejected and such Offerors may be disqualified from participation in future Amtrak Solicitations.

18. TAX EXEMPTION

Pursuant to 49 U.S.C. § 24301(l), Amtrak is exempt, to the same extent that the U.S. Government is exempt, from all state and local taxes, surcharges or fees. The prices or rates stated in Offeror's price proposal should not include any state or local taxes, surcharges or fees on Amtrak in connection with this transaction and should include all other applicable taxes for which Offeror is liable.

19. COSTS

All costs incurred by Offeror in developing, preparing and submitting a proposal shall be borne by Offeror. Amtrak/Authority shall not be liable for any such costs, regardless of whether the proposal is accepted or rejected or whether Amtrak/Authority chooses to make no award. In no event shall Offeror have any claim against Amtrak/Authority, or its directors, officers, employees or agents arising out of, relating to, or in any way connected with this RFP.

20. EXAMINATION OF SOLICITATION DOCUMENTS; KNOWLEDGE OF CONDITIONS

Before submitting a proposal, Offeror shall (a) carefully examine and read all Solicitation Documents and (b) fully inform itself as to all existing conditions and limitations under which the Trainsets are to be furnished. No allowance will be made to Offeror because of lack of such examination or knowledge. Offeror's submission of a proposal is such Offeror's acknowledgement that it accepts the terms of all Solicitation Documents (as may be modified by Amtrak/Authority by issuance of an Amendment prior to the Financial Proposals Due (Hard and Electronic) Close Date set forth in Section 5) and that it is aware of all conditions and limitations under which the work is to be performed.

21. FREEDOM OF INFORMATION ACT/PUBLIC RECORDS AND CONFIDENTIALITY

All proposals submitted in response to the RFP become the property of Amtrak and the Authority. Submissions, including those that are late, will not be returned. Offeror is advised that Amtrak is subject to the Freedom of Information Act (5 U.S.C. §552) (FOIA). The Authority is subject to the FOIA and the California Public Records Act, Government Code Section 6250 et seq. (CPRA).

A request for confidential treatment will not supersede Amtrak/Authority's legal obligations under these statutes. Unless otherwise permitted by law, Amtrak/Authority will not honor requests to keep entire proposals confidential. Offeror must show the specific grounds under the FOIA or CPRA or other law or rule that support confidential treatment. Amtrak/Authority will not advise Offeror as to the nature or content of documents entitled to protection from disclosure under CPRA, FOIA, USDOT FOIA regulations, or other applicable laws and implementing regulations, or

as to the interpretation of the CPRA or FOIA. Each Offeror is advised to contact its own legal counsel concerning CPRA, FOIA, and other applicable laws and their application to Offeror's own circumstances.

In no event shall Amtrak/Authority or any of their agents, representatives, consultants, directors, officers, or employees be liable to Offeror for the disclosure of all or a portion of a proposal submitted in response to this RFP or other information provided in connection with this procurement. Notwithstanding any request for confidential treatment, Amtrak/Authority will disclose the successful Offeror's name, the substance of the Offeror's proposal, and the price. If Offeror requests confidential treatment, Offeror must agree that it will not, without the prior written consent of Amtrak/Authority, disclose any such information to any third party, except as may be necessary for the preparation of Offeror's proposal.

In the event of litigation concerning the disclosure of material submitted by Offeror, Amtrak/Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court; and Offeror shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. Offeror shall reimburse Amtrak/Authority for expenses it incurs in connection with any such litigation.

22. AWARD OF CONTRACT(S); RESERVED RIGHTS; EXECUTION

Award of a contract, if any, will be made to that qualified, responsible Offeror whose responsive overall proposal is, in Amtrak/Authority's sole judgment, most favorable to Amtrak/Authority.

Amtrak/Authority reserve the right to: a) award a contract to a qualified Offeror without discussion of the proposals; b) waive informalities or minor irregularities in the proposals or in the Solicitation process; c) reject any and/or all proposals; d) cancel all or part of the Solicitation, including with respect to the Amtrak Contract or the Authority Contract; e) negotiate any component of a proposal with an Offeror; f) seek and receive clarifications; and g) seek and consider information from any source.

For Amtrak Only:

By submitting its proposal, Offeror commits to enter into the form of contract for Amtrak included in the RFP. Any limited negotiations are at Amtrak's sole discretion with respect to the Amtrak Contract. Additional information regarding execution of the Amtrak Contract will be provided in the notice to proceed issued to the successful Offeror.

Offeror should be advised that after an award recommendation is made, but prior to contract award, the successful Offeror will be required to develop the Schedules that are specified in Table 5. These Schedules, once accepted by Amtrak, will be incorporated as part of the Amtrak Contract.

For Authority Only : By submitting its proposal, Offeror commits to enter into the form of contract for the Authority included in the RFP, without negotiation or variation, except to fill in blanks and include other information that the forms of contract indicate are required from the proposal and any negotiations. Any decision to commence limited negotiations regarding the contracts and any topics of negotiation are at the Authority's sole discretion with respect to the Authority Contract.

Following award recommendation, the Authority will finalize its contract by filling in blanks and including information from the proposal as contemplated by the forms of contract, and addressing any negotiated terms and conditions. Within seven calendar days after delivery by the Authority to the successful Offeror of the finalized contract, the successful Offeror shall deliver the following to the Authority: (a) the finalized Authority Contract signed by the Offeror; (b) executed guaranties by each Guarantor described in Section 29, in the form included as Exhibit E to the Authority Signature Document; and (c) other items requested by Authority related to execution of the Authority Contract.

23. PROPOSAL SECURITY

Offeror shall submit with its proposal a proposal guarantee consisting of a proposal bond in the form of the Proposal Bond Form as set forth in Exhibit L1, an irrevocable letter of credit in the form of the Proposal Letter of Credit Form as set forth in Exhibit L2 or other security acceptable to Amtrak/Authority in their sole discretion. The issuer of the Proposal Bond or Proposal Letter of Credit must be a financial institution that is not a Contractor-Related Entity and has a credit-rating for long-term, unsecured debt of not less than "A-/A3."

Each Offeror understands and agrees that Amtrak/Authority shall be entitled to draw on the proposal guarantee in its entirety if Offeror does one of the following: (1) submits its proposal as of the "Financial Proposals Due (Hard and Electronic) Close Date" set forth in Section 5 and withdraws any part or all of its proposal during the 360 day period commencing on the "Financial Proposals Due (Hard and Electronic) Close Date" without the consent of Amtrak/Authority; (2) refuses or is unable to enter into the Amtrak Contract and the Authority Contract as provided in this RFP (or, if Amtrak and Authority determine that there are no Common Platform solutions and that Authority will exit the procurement, as set forth in Section 2 of this ITO, refuses or is unable to enter into the Amtrak

Contract); (3) refuses or is unable to perform all of the acts or furnish all of the documents as provided in Section 22 of this ITO; or (4) prior to execution of the Amtrak Contract and the Authority Contract, refuses or is unable to satisfy any commitments made in its proposal (that are required to be satisfied prior to Contract execution).

Amtrak/Authority will retain the proposal guarantee for all Offerors until the Amtrak Contract and the Authority Contract have been fully executed (or, if Amtrak and Authority determine that there are no Common Platform solutions and that Authority will exit the procurement, as set forth in Section 2 of this ITO, until the Amtrak Contract has been fully executed), the RFP has been cancelled or the conclusion of the proposal validity period described in Section 8 of this ITO, after which the proposal guarantee for each unsuccessful Offeror, except the proposal guarantee that has been drawn upon, will be returned to the respective Offerors. The proposal guarantee for the successful Offeror shall be returned at such time as the successful Offeror has satisfied all conditions of award and execution, including, without limitation, those set forth in Section 22 of this ITO.

Failure to furnish a proposal guarantee, in the proper form and amount, by the "Financial Proposals Due (Hard and Electronic) Close Date" set forth in Section 5 may be cause for rejection of the Offeror's proposal.

24. RESTRICTION ON SERVICES PERFORMED OUTSIDE OF THE UNITED STATES- AMTRAK ONLY

Amtrak is prohibited from contracting to have services provided at or from any location outside the United States if such services were, as of July 1, 2006, performed by a full-time or part-time Amtrak employee whose base of employment was located within the United States. Accordingly, all Offerors must ensure that their proposals with respect to the Amtrak Contract do not include the performance of such non-domestic services. Any questions concerning this requirement should be directed to the Solicitation Contact for Amtrak by the date set forth in Section 5 hereof.

25. BUY AMERICA ACT

Offeror shall comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a). Refer to Exhibit B.

For the purposes of proposal preparation, Offerors may assume that the Buy America domestic final assembly requirement will be waived for up to four (4) prototype Trainsets (two each for Amtrak and Authority). The domestic final assembly waiver is contingent upon its timely submission by Amtrak and

Authority, and its review and approval by FRA. Notwithstanding this, the prototype Trainsets will contain 100% domestic component content unless component waivers have been granted.

If FRA grants any Waivers in Common (see Exhibit B, Buy America Requirements), Amtrak/Authority may revise the RFP to identify the Waivers in Common and request a Stage 4 proposal and any changes to the initial proposal. The revised submission shall be marked to show the changes from the initial proposal. If applicable, Amtrak/Authority will request revised submissions from each Offeror that passed Stage 2 of the evaluation process. In addition, Amtrak/Authority will review the proposal submissions from those Offerors that have failed to pass Stage 2, but passed Stage 1 of the evaluation process and decide if the issue of the Waiver(s) in Common may materially impact their Stage 2 scores. If Amtrak/Authority concludes it may, then they too will be asked for a revised proposal as set forth above. In this case Waivers in Common will be applied to these Offerors too. Amtrak/Authority may apply for further waivers, in which case this process may be repeated if FRA issues a second round of Waivers in Common.

26. STANDARDIZATION

Offeror shall note that it is the desire of the FRA to achieve standardization of components for rail vehicles and that where possible car builders shall incorporate items that are available on the open market. Offeror shall provide an explanation if they are not able to use components that are available on the open market.

27. OVERALL SMALL BUSINESS GOAL AND FOR AMTRAK, SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS ENTERPRISES GOALS AND U.S. EMPLOYMENT PLAN

For Amtrak Only:

Amtrak has established a goal of ten percent (10%) for utilization of Small Business Concerns (SBs), including Service-Disabled Veteran-Owned Small Business Concerns and five percent (5%) for the utilization of Disadvantaged Business Enterprises (DBE) in the performance of this Contract. In an effort to assist Amtrak in meeting these goals, Offeror agrees to use its best efforts to include the participation of SBs and DBEs in the performance of this Contract. Contractor shall attempt to meet Amtrak's DBE utilization goal by using Race-Neutral Measures, as that term is defined herein, only. Contractor shall implement a plan for the utilization of SBs and shall provide

Amtrak with information concerning such plan by completing the enclosed Subcontracting Plan for the Utilization of Small Business Concerns and Disadvantaged Business Enterprises and returning it to Amtrak with its proposal. In addition, Contractor shall complete NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and return it to Amtrak on a quarterly basis.

For purposes of this Section, a "Small Business" is as defined in 13 CFR Part 121. A "Disadvantaged Business Enterprise" is as defined in 49 CFR Part 26. Race-Neutral Measures means activities or programs undertaken by an entity that benefit all small businesses equally, including DBEs.

In addition, Offerors shall provide, as part of their proposals, a High Speed Trainset U.S. Employment Plan (Plan), which addresses the U.S. employment that is expected to be created as part of this acquisition. The details on the items that should be addressed in the Plan are set forth in the High Speed Trainset U.S. Employment Plan document, Exhibit D.

Amtrak has established for itself a corporate goal that 25% of new hires should be Veterans. Amtrak expects that the selected Contractor shall establish similar goals for itself and its subcontractors with respect to new hires attributable to this procurement.

For Authority Only:

The Authority has established an overall Small Business utilization goal of 30 percent to be achieved through the utilization of firms, in any combination and at any tier level, who are certified as Small Businesses (SBs), inclusive of Disadvantaged Business Enterprises (DBEs), Disabled Veteran Business Enterprises (DVBES), and Microbusinesses (MBs). The Authority is committed to implementing a Small and Disadvantaged Business Enterprise Program consistent with the objectives set forth under Title VI, and Executive Order S-02-06.

For the Authority Contract, the Authority has established an overall project Small Business utilization goal of 30 percent as specified in the Authority's Small and Disadvantaged Business Enterprise Program.

SBs are to be provided fair and equitable access and the maximum practicable opportunities to participate in all phases of the Authority's contracting process. Contractor shall implement a plan for the utilization of SBs and shall provide the Authority with information concerning such plan with its proposal.

The successful Offeror will be responsible for establishing subsequent contract goals, as appropriate for the subcontracting solicitation packages it lets, in conformance with Title VI of the Civil Rights Act of 1964 and related

statutes, Executive Order S-02-06, the Best Practices of Title VI “Participation by Disadvantaged Businesses Enterprises in the Department of Transportation Assistance Programs,” and the Authority’s Small and Disadvantaged Business Enterprise Program.

The proposal shall include the Offeror’s Overall Project Small Business Goal Commitment Affidavit (Cert. 10, provided in Exhibit C), confirming the Offeror’s commitment to aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business utilization goal of 30 percent. Offerors are advised to review the Authority’s Small and Disadvantaged Business Enterprise Program for further guidance.

28. CONFLICT OF INTEREST

For Authority Only:

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

http://www.hsr.ca.gov/About/Doing_Business_with_HSR/organizational_conflict_interest_policy.html

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

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

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

The Authority will only award a Contract to an Offeror whose objectivity is not impaired because of any past, present, or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

- Disqualify the Offeror, or

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

Each member of the Offeror team shall submit a separate Organizational Conflict of Interest Affidavit (Exhibit C, Cert. 11) certifying that the Offeror team member is aware of the Authority's Conflict of Interest Policy and the Offeror team member's commitment to comply with said policy. Each Offeror shall fully disclose organizational conflicts of interest in its proposal, using Organizational Conflicts of Interest Disclosure Statement (Exhibit C, Form B). The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the Contract through this procurement process, the resulting Contract may be terminated.

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

29. GUARANTORS

The ultimate parent company of the successful Offeror (or if the Offeror consists of a consortium, partnership, or joint venture, the ultimate parent company of each member, partner, or joint venturer, as applicable)(the "Guarantor") will be required to guaranty the obligations of the Offeror under the Amtrak Contract and the Authority Contract.

30. TEAM CONTINUITY AND CHANGES TO ORGANIZATIONAL STRUCTURE

Offerors are advised that, in order for a proposal to be considered responsive, unless otherwise approved in writing by Amtrak and the Authority, Offeror's Key Personnel and Guarantor(s) identified in Offerors' proposal may not at any time be removed, replaced or augmented.

If there are any additions, deletions or other changes to an Offeror's Key Personnel or Guarantor(s), the Offeror shall obtain written approval of the change from Amtrak and the Authority. Requests for removals, replacements, and additions must be submitted in writing to Amtrak's Solicitation Contact and Authority's Contact identified in Section 1, by the

date of Contract Award. To be considered for approval, the Offeror must submit a written request documenting how the proposed removal, replacement, or addition will be equally or better qualified than the Offeror Key Personnel or Guarantor(s) provided by the Offeror. Requests shall include supporting documentation, including legal and financial data as well as any other information necessary for qualitative evaluation.

Amtrak and the Authority are under no obligation to approve such requests and may do so within their sole discretion.

31. PROTEST PROCEDURES

As set forth in 49 C.F.R. §19.41, Amtrak is charged with resolving its own protests. For the purpose of resolving protests pursuant to this Solicitation, Amtrak is acting both on behalf of itself and the Authority. This Section sets forth the exclusive protest remedies available with respect to this Solicitation. Each Offeror, by submitting its proposal, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in this Solicitation expressly in consideration for such waiver and agreement by the Offerors.

Prior to the submission of a protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. These concerns may be raised directly with Amtrak's Solicitation Contact and the Authority's contact or raised in the context of a question during the question and answer period of the Solicitation. If, after discussions with Amtrak's and the Authority's contacts, the concern still has not been resolved, the procedures set forth below herein shall be followed.

I. FILING A PROTEST WITH AMTRAK/AUTHORITY

A. Who May Protest a Solicitation or Award?

Any Interested Party may file a protest. An Interested Party for the purpose of filing a protest means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Prospective Offerors must be potential competitors that participate in the market for the type of work being procured AND be in line for award or be able to compete for award if its position in the protest is upheld. Prospective suppliers or subcontractors

and associations or organizations that are not competing as prime contractors in this Solicitation are not Interested Parties and are not permitted to bring protests in their own name.

B. How to File a Protest

The protester must file an original and two copies of its protest with Amtrak's Chief Logistics Officer ("CLO") as set forth below.

Chief Logistics Officer
Amtrak
30th Street Station
SE Tower, 5th Floor, Box 12
Philadelphia, PA 19104 USA

With another copy to:

Chief Counsel
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814 USA

The protest may be filed by hand delivery, mail, or commercial carrier, as long as it is filed within the time limits set forth herein. The CLO's office is open to receive protests from 9:00 am to 5:00 pm.

C. Information to Be Included in the Protest

1. Protests shall be concise and logically presented to facilitate review by Amtrak/Authority. Failure to comply with any of the requirements of this Section may be grounds for dismissal of a protest.
2. The protest shall include the following:
 - (i) The name, address, email address, and fax and telephone numbers of the protester;
 - (ii) Solicitation or contract number;
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) Copies of relevant documents;
 - (v) All information establishing the timeliness of the protest;

- (vi) All information establishing that the protester is an interested person with standing to file the protest; and,
- (vii) A statement of the form of relief requested.

Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Offeror shall have the burden of proving its protest by clear and convincing evidence.

D. Time for Filing a Protest

A protest must be filed within ten (10) calendar days after the aggrieved party knew or should have known of the basis of the protest, whichever is earlier. In addition, a protest based on an alleged impropriety in the request for proposals (rather than the evaluation or award pursuant to this Solicitation) that is apparent prior to the time for submission of initial proposals must be submitted to Amtrak/Authority at least fourteen (14) calendar days before the proposal deadline and a protest based on the evaluation or award must be submitted no earlier than public announcement of the contract award recommendation. A protest based on an alleged impropriety that did not exist in the initial Solicitation, but that is subsequently incorporated into the Solicitation as part of an Amendment, must be filed no later than the earliest of five (5) calendar days after issuance of the Amendment or the next closing date for receipt of proposals after incorporation of the Amendment. A protest based upon an alleged impropriety in the procurement or the procurement process that can only be apparent after submission of proposals must be filed no earlier than the public announcement of the contract award recommendation and no later than 10 calendar days after the public announcement of the contract award recommendation.

Failure to file a protest within the applicable period shall constitute a waiver of the right to protest based upon alleged improprieties in the procurement or the procurement process.

E. Action Upon Receipt of Protest

There will be no hearing held on the protest. The CLO or his/her designee and the Authority will decide the protest on the basis of written submissions. The decision shall be final and conclusive and not subject to legal challenge. The CLO or his/her designee will endeavor to respond to a protest within 10 calendar days after the protest is filed. Notwithstanding the existence of a protest, Amtrak/Authority may continue the procurement process or any portion thereof.

F. Rights and Obligations of Offerors

Each Offeror, by submitting its proposal, expressly recognizes the limitation on its rights to protest provided in this Section, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If an Offeror disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold Amtrak and the Authority, their respective officers, directors, employees, agents, servants, successors, assigns, subsidiaries 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 proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

In no event shall Amtrak or the Authority be liable for payment of the protesting Offeror's costs or attorneys' fees. Neither Amtrak nor the Authority shall be liable for any damages to the Offeror filing the protest or to any participant in the protest, on any basis, express or implied.

II. OUTCOMES

Amtrak/Authority may do one or more of the following:

- (i) Terminate any improperly awarded contract for its convenience.
- (ii) Refrain from exercising any options under the contract.
- (iii) Issue an Amendment to the Solicitation, including an extension of the proposal deadline.
- (iv) Issue a new Solicitation.
- (v) Award a contract consistent after any necessary corrective measures have been implemented.
- (vi) Take such other action as it deems appropriate.
- (vii) Deny the protest.

32. TRIPARTITE AGREEMENT OUTLINE

While Amtrak and the Authority anticipate awarding separate contracts, there will be a tripartite agreement between Amtrak, the Authority and the successful Offeror. Among other things, the tripartite agreement, which will be provided to prospective Offerors in a future amendment, shall provide for the following (and this ITO Section will be deleted):

- Amtrak shall have rights that are equal to and co-extensive with the Authority's rights under the Authority Contract with respect to inspection and testing, access to the work, intellectual property, and audit. Likewise,

the Authority shall have rights that are equal to and co-extensive with the Amtrak's rights under the Amtrak Contract with respect to inspection and testing, access to the work, intellectual property, and audit.

- Payment for performance of the work required under the Amtrak and Authority Contracts that is addressed in the tripartite agreement shall be entirely covered by the payment otherwise anticipated under the Amtrak Contract and the Authority Contract.
- Contractor shall furnish all submittals under either Contract to both Amtrak and the Authority at the same time. Amtrak will copy Authority on all correspondence relating to Contractor submittals. Authority will copy Amtrak on all correspondence relating to Contractor submittals.
- Contractor shall simultaneously furnish design submissions under both Contracts for each significant and self-contained element of design work for a Trainset, such as Trainset structural integrity, traction equipment and braking systems. All submittals relating to Authority Trainsets only or Amtrak Trainsets only shall be coordinated with other submittals of similar subject matter and shall be submitted for review at the same time unless Amtrak and the Authority expressly agree otherwise in writing.
- Except as expressly set forth in the tripartite agreement, all terms and conditions of the Amtrak Contract and the Authority Contract shall apply to the tripartite agreement.
- To the extent of a change in the Amtrak Contract, Contractor's right to additional compensation or extension of the schedule is exclusively under the Amtrak Contract, notwithstanding the fact that such change may also impact the Authority Contract. To the extent of a change in the Authority Contract, Contractor's right to additional compensation or extension of the schedule is exclusively under the Authority Contract, notwithstanding the fact that such change may also impact the Amtrak Contract.
- Review, acceptance or approval by Amtrak or Authority of any Contractor submittal shall not relieve Contractor from responsibility for any errors, omissions or other defects therein.
- In the event Contractor brings a claim that addresses Common Platform issues under either Contract, the party against which the claim is brought may join the other party to such claim (and the other party agrees to join) or the other party may unilaterally elect to join such claim of its own volition.
- In the event Amtrak assigns the Amtrak Contract to another entity pursuant to its rights under the Amtrak Contract, that assignment shall, upon written notice to the Authority and Contractor, include the assignment of this Tripartite Agreement. In the event Authority assigns the Authority Contract to another entity pursuant to its rights under the Authority Contract, that assignment shall, upon written notice to the Amtrak and Contractor, include the assignment of this Tripartite Agreement.
- The tripartite agreement shall relate to the Trainset Design, including in

Design Review, Production or Warranty or subsequent defects.

33. SOLICITATION DOCUMENTS

The Solicitation Documents are listed below. Documents marked with an asterisk (*) are to be duly executed by Offeror and submitted with Offeror's Proposal.

A. Instructions to Offerors, dated January 24, 2014 to include the following Exhibits:

- i. Exhibit A - Evaluation Process
 1. *Attachment AA-Regulations and Standards
- ii. *Exhibit B - Buy America, 3 attachments
- iii. *Exhibit C - Authority Non-Price Forms
- iv. *Exhibit D - Amtrak Forms
- v. *Exhibit E - Amtrak Whole Life Cost Model
- vi. *Exhibit F- Authority Financial Proposal Requirements
- vii. *Exhibit G - Authority Price Form
- viii. *Exhibit H - Authority Whole Life Cost Model (includes Forms D-1 through D-10).
- ix. *Exhibit I-Financial Capability Submittal Requirements
- x. Exhibit J - Exceptions Excel Spreadsheet
- xi. Exhibit K - Question/Answer Excel Spreadsheet
- xii. *Exhibit L1 – Proposal Bond Form
- xiii. *Exhibit L2-Proposal Letter of Credit Form-to be added in later Amendment

B. Amtrak Tier III Next Generation Trainset General Provisions (Terms/Conditions), dated 1/24/14, to include Schedules 1 through 15.

- a. * Amtrak Pricing Schedule and Proposal Form dated 1/24/14 (To be incorporated into Amtrak Schedule 14)
- C.** Amtrak Technical Support Spares Supply Agreement (TSSSA), dated 3/11/14 to include the following Schedules:
- i. Schedule A- (MRS), dated 2/27/14.
 - ii. Schedule B-Master Spares List with Pricing
 - iii. Schedule C-Performance Guarantee/Incentive Regime(to be proposed by Contractor and as agreed to by Amtrak)
 - iv. Schedule D-Amtrak TSSSA Pricing Schedule, dated 03/14/14.
 - v. Schedule E-Handover Package
- D.** Authority Trainset General Provisions Terms/Conditions), dated 1/24/14, including Schedules
- E.** Authority Supplemental General Provisions, dated 1/24/14.
- F.** Authority Signature Document, dated 1/24/14, including attachments
- G.** Amtrak Sample Contract
- H.** Amtrak Supplementary General Provisions, dated 03/18/11.
- I.** Amtrak Payment and Performance Bonds AIA312, 2 pages.
- J.** Performance Specification Schedule 1 Part A, including attachments (to be revised in later Amendment).
- K.** Amtrak Acela High Speed Trainset Mechanical Department dated 12/20/13.
- L.** Tripartite Agreement (to be added in later Amendment)