



CALIFORNIA

High-Speed Rail Authority

Request for Proposals for

Early Train Operator

RFP No.: 16-13

[...]

NOTE: This draft document is provided for discussion purposes only and is subject to change at the Authority's sole discretion. Release for procurement of the Request for Proposals is subject to Board approval.

Table of Contents

1.0	CALIFORNIA HIGH-SPEED RAIL BACKGROUND.....	1
1.1	AUTHORITY	1
1.2	SYSTEM	1
2.0	PURPOSE AND OVERVIEW OF THE RFP.....	1
2.1	EARLY TRAIN OPERATOR	1
2.2	DEFINITIONS	2
2.3	ACRONYMS	6
3.0	PROCUREMENT SCHEDULE AND PROCESS.....	8
3.1	PROCUREMENT SCHEDULE.....	8
3.2	AUTHORITY’S DESIGNATED POINT-OF-CONTACT	8
3.3	PROPOSER QUESTIONS/REQUESTS FOR INFORMATION	8
3.4	AUTHORITY RESPONSES	9
3.5	ADDENDA TO THE RFP	9
3.6	NON-COMMITMENT OF AUTHORITY	9
3.7	PROPERTY RIGHTS.....	9
3.8	IMPROPER COMMUNICATIONS AND CONTACTS	10
3.9	ORGANIZATIONAL CONFLICTS OF INTEREST.....	12
3.9.1	Organizational Conflicts of Interest for the Early Train Operator.....	13
3.10	CONFIDENTIALITY.....	14
4.0	SUBMITTAL OF THE PROPOSALS	16
4.1	PROPOSAL SUBMITTAL INFORMATION	16
4.2	LATE SUBMITTALS	16
4.3	CHANGES IN OFFEROR ORGANIZATION	16
4.4	MODIFICATION OR WITHDRAWAL OF PROPOSALS	17
5.0	PROPOSAL REQUIREMENTS.....	18
5.1	FORMAT AND GENERAL REQUIREMENTS	18
5.2	CONTENTS AND ORGANIZATION	20
5.3	VOLUME I, SECTION A	21
5.3.1	Transmittal Letter.....	21
5.4	VOLUME I, SECTION B	22
5.4.1	Financial Information	22
5.4.2	Material Change	23
5.5	VOLUME II, TECHNICAL PROPOSAL.....	23



5.5.1	Executive Summary	23
5.5.2	Approach and Methodology	24
5.5.3	Small Business Participation	25
5.6	VOLUME II, COST PROPOSAL	26
5.6.1	Mobilization and Integration Plan for the First Phase	26
6.0	EVALUATION	28
6.1	PROPOSAL REVIEW.....	28
6.2	PROPOSER EVALUATION.....	28
6.2.1	Requests for Clarifications	28
6.2.2	Minimum Requirements and Technical Proposal Evaluation	28
6.2.3	Cost Proposal Evaluation.....	28
6.2.4	Discussions	29
6.3	COMBINED PROPOSAL SCORES.....	29
6.4	NOTICE OF PROPOSED AWARD.....	29
6.5	COST NEGOTIATION PROCESS	29
7.0	PROTEST PROCEDURES.....	30
7.1	APPLICABILITY	30
7.2	REQUIRED EARLY COMMUNICATION FOR CERTAIN PROTESTS	30
7.3	DEADLINES FOR PROTESTS.....	31
7.4	CONTENT OF PROTEST	31
7.5	FILING OF PROTEST	31
7.6	COMMENTS FROM OTHER PROPOSERS	32
7.7	BURDEN OF PROOF	32
7.8	DECISION ON PROTEST.....	32
7.9	LIMITATION ON THE AUTHORITY'S LIABILITY	32
7.10	RIGHTS AND OBLIGATIONS OF PROPOSERS	32
8.0	AUTHORITY'S RESERVED RIGHTS	32

List of Tables

Table 1:	Key RFP Dates:.....	8
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List of Attachments

- Attachment A: Minimum Requirements Checklist
Attachment B: Criteria for Awarding Points for the Proposal



- Attachment C: Criteria for Awarding Points for the Discussion and Total Score Worksheet
- Attachment D: Cost Proposal Work Sheet
- Attachment E: Sample Pre-Development Agreement, including Exhibit A (Scope of Work) through Exhibit F

Reference Materials

- A. 50-Year Lifecycle Capital Cost Model Documentation
- B. Operations and Maintenance Cost Model Documentation
- C. Service Planning Methodology
- D. Ridership and Revenue Forecasting
- E. 2016 California High-Speed Rail Business Plan: Ridership and Revenue Risk Analysis
- F. California High-Speed Rail Ridership and Revenue Model: Business Plan Mode - Version 3 Model Documentation
- G. California High-Speed Rail Authority Sustainability Policy (POLI-PLAN-03), Dated July 29, 2016
- H. HSR Trains Term Sheet (Draft)
- I. Track & Systems Term Sheet (Draft)



List of Forms and Certifications

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Disabled Veteran Business Enterprise Declaration
-
- Cert. 1: CCC-307 and STD 204
- Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying
- Cert. 11: California Civil Rights Laws Certification



1.0 California High-Speed Rail Background

1.1 Authority

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system (System) in the nation. The Authority is issuing this Request for Proposals (RFP) in order to seek competitive Proposals for the Early Train Operator (Operator) of the California High-Speed Rail (HSR) System. Proposals will only be considered from those Proposers that have been included in the shortlist and invited to submit.

This is a multi-stage, “best value” procurement process that includes a Request for Qualifications, followed by a Request for Proposals and negotiations with the preferred bidder under the authority granted in Public Utilities Code Sections 185034 and 185036 to award contracts with private or public entities for the operation of high-speed trains.

1.2 System

The 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. By 2029, the high-speed rail system will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The Program will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with the California State Transportation Agency (CalSTA) and regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail line and will integrate with and provide additional benefits to the System to meet the State’s 21st century transportation needs.

2.0 Purpose and Overview of the RFP

2.1 Early Train Operator

The primary focus of work under this contract will be in relation to future passenger services on the Silicon Valley to Central Valley Line (V2V) and its subsequent extension to San Francisco; additional work may also relate to any other extensions of the System.

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

For the First Phase, the estimated not-to-exceed amount is \$30 million for a proposed term of six (6) years. The remuneration and term for the Second Phase will be negotiated during the First Phase.



The Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, establishes a 30 percent Small Business (SB) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a 3 percent Disabled Veteran Business Enterprises (DVBE). Further details about the Authority's goal and its SB/DBE program may be found on the Authority's website at:

http://www.hsr.ca.gov/Programs/Small_Business/index.html.

The RFP will be available in electronic format on the State's Contract Register and a link can be found on the Authority's website at:

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

2.2 Definitions

Whenever used in this RFP, the following terms have the definitions indicated:

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

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

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

Clarifications – Written exchanges of information between a Proposer and the Authority during the Proposal evaluation process to address ambiguities, omissions, errors or mistakes and clerical revisions to Proposals.

Contract Documents or Contract – The written agreement between the Authority and the successful Proposer setting forth the parties' obligations including, but not limited to, the performance of the Services. The Contract includes: (i) the Pre-Development Agreement including the terms for the Franchise Agreement exhibit, and any amendments; (ii) Approved Task Orders; (iii) the successful Proposer's Proposal; (iv) the successful Proposer's Statement of Qualifications; (vi) Request for Proposals for Early Train Operator dated [..., RFP 16-13]; (vii) Request for Qualifications for Early Train Operator dated December 16, 2017, RFQ 16-13 with addenda; all of which constitute one instrument.

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

1. Performs a CUF when a SB/MB/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
2. Performs work that is normal for its business services and functions.



3. Be responsible, with respect, to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
4. A SB/MB/DBE/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DBE/DVBE participation.

Day – Calendar day, unless otherwise noted.

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

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

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

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

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

Franchise Agreement – The Second Phase contract for the initial operations of the System. There will be two periods associated with the Contract, the Pre-Operations Period and the Initial Operations Period.

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

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



Initial Operations Period – The period of time commencing on the first day of revenue passenger service and ending on the stated termination date of the Franchise Agreement.

Interim Financial Plan – Initial projections of System revenues and operating costs (as detailed in Exhibit A, Attachment 2 of Attachment E to this RFP) to be delivered by the Contractor during the First Phase.

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

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

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

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

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

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

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

Pre-Development Agreement – the First Phase contract for management and pre-operations consulting services.

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

Project – The California High-Speed Rail Project.

Proposer – An Offeror that is shortlisted by the Authority following evaluation of the SOQs that submits a Proposal in response to this RFP.



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

Proposal – A proposal submitted by a Proposer in response to this RFP.

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

Reference Documents – Those documents that meet the following two criteria: the documents are (i) provided in connection with the RFP, and (ii) are designated as “reference documents” or “Reference Documents.” The Reference Documents are not Contract Documents and are provided to Proposers for informational purposes only.

Request for Proposals (RFP) – The written solicitation issued by the Authority seeking Proposals to be used to identify the Proposer offering the best value to the Authority. The RFP includes: (i) Instructions to Proposers (ITP); (ii) the Contract Documents; and (iii) the Reference Documents. This RFP is issued only to Proposers that are on the short list.

Request for Qualifications (RFQ) – The written solicitation issued by the Authority requesting SOQs to be used to identify and short list the most highly qualified Proposers to receive the RFP.

Second Phase – The second part of the contract to be governed by a Franchise Agreement negotiated and executed during the First Phase, pursuant to which the Operator will prepare for and initially operate the System.

Second Phase Financial Plan – Projections of System revenues and operating costs (as detailed in Exhibit A, Attachment 2 of Attachment E to this RFP) to be delivered by the Contractor and approved by the Authority during negotiations of the Franchise Agreement.

Services – All of the work required under the First Phase and Second Phase contracts as described in Attachment E, Exhibit A, and other duties and services to be furnished and provided by Operator.

Short List – The Proposers that the Authority has determined, through evaluation of the SOQs, to be the most highly qualified Proposers and that were invited to submit Proposals in response to this RFP.

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

State – The State of California.

Statement of Qualifications (SOQ) – The information prepared and submitted by a Offeror in response to the RFQ.

System – The intercity high-speed rail service throughout the State as defined under provisions of



Sections 2704 *et seq.* of the Streets and Highways Code and Sections 185030 *et seq.* of the Public Utilities Code.

Subcontractor/Subconsultant – Defined as follows:

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

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

2.3 Acronyms

For purposes of this RFP, the following abbreviations have the meanings set forth below. Additional capitalized terms are defined in context.

ARRA	America Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
HSR	High-speed rail
ICCTA	Interstate Commerce Commission Termination Act of 1995
IFRS	International Financial Reporting Standards
O&M	Operations and Maintenance
MB	Microbusiness
PRA	Public Records Act
RDP	Rail Delivery Partner
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
SB	Small Business
SBE	Small Business Enterprise
SOQ	Statement of Qualifications
USDOT	United States Department of Transportation



U.S. GAAP United States Generally Accepted Accounting Principles
V2V Silicon Valley to Central Valley Line

DRAFT



3.0 Procurement Schedule and Process

3.1 Procurement Schedule

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

Table 1: Key RFP Dates:

ACTIVITY DESCRIPTION	DATE
RFP Released	[TBA]
Pre-Bid Conference (Attendance is optional)	[TBA]
One-on-One Meetings with Shortlisted Proposers (Optional)	[TBA]
Last day to submit written questions (Requests for Information)	[TBA]
Authority to post responses to Proposer questions	[TBA]
Proposals due to Authority's office by 12:00 PM Pacific Time	[TBA]
Discussions	[TBA]
Post Notice of Proposed Award	[TBA]
Board Meeting	[TBA]
Contract Execution (Anticipated)	[TBA]

* All dates subsequent to the Proposal deadline may be modified at the discretion of the Authority without issuing a formal addendum to this RFP.

3.2 Authority's Designated Point-of-Contact

The Authority's Designated Point-of-Contact for communications concerning the Project or this RFP shall be as follows:

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

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

3.3 Proposer Questions/Requests for Information

Except as otherwise provided by the Authority, questions and requests for clarification regarding this RFP must be submitted via the Authority's web interface, SharePoint:

<https://chsra.pbid.com/pmt/Procurement/RFIs/SitePages/BiddersPage.aspx>



Each Proposer will receive correspondence from the following email address with a username/password and instructions for logging into SharePoint when the RFP is released:

helpdesk@hsr.ca.gov

Any technical questions regarding logging in or using SharePoint during the RFI process should be directed to the above email address and not the Authority Point-of-Contact. For each request, all fields of the electronic form must be completed, including identification of the document (e.g., Book II, Part B, etc.) and, as applicable, the identification of the relevant section and page number (e.g., Section 1.2, page 2). All questions and requests must be received no later than the date and time specified in Table 1 of Section 2.0. Questions and requests for clarification regarding this RFP shall not identify the Proposer's identity in the body of the question or contain proprietary or confidential information.

Proposers will be limited to 25 comments/questions per the released RFP, and per each addendum released modifying the RFP. The number of comments/questions is not cumulative. In other words, if Proposer asks only 10 questions following the initial release, it will not be allowed to ask 40 questions following the release of an addendum.

Only one question or request per electronic form is allowed. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP documents will be excluded from the question limitation.

3.4 Authority Responses

The Authority's Responses will be posted on SharePoint by the date specified in Table 1 of Section 3.0. The Authority will send an email notification to all Proposers when responses to questions and requests for clarification are available.

3.5 Addenda to the RFP

The Authority reserves the right to amend the RFP by addendum before the final date of Proposal submission.

3.6 Non-Commitment of Authority

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a Proposal, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all Proposals received as a result of this RFP, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Authority to do so.

3.7 Property Rights

Proposals received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under any Agreement resulting from this RFP shall belong exclusively to the State of California. All products used or developed in the execution of any Agreement resulting from this RFP will be



governed in accordance with the Ownership of Data Rights and Patent Rights section(s) in Attachment E: Sample Agreement.

3.8 Improper Communications and Contacts

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

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror or any of its team members may contact another Offeror or its team members with regard to the RFQ, RFP or any other team's SOQ or Proposal with the exception of Subcontractors/Subconsultants that are shared between two or more Proposer Teams. In such cases, those Subcontractors/Subconsultants may communicate with their respective team members so long as those Offerors establish protocols to ensure that the Subcontractor/Subconsultant will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during Authority sponsored informational meetings). Prior to any substantive communications with such Subcontractors/Subconsultants, Proposers shall submit their protocols to the Authority for review and approval.
2. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point-of-Contact (see Section 3.2).
3. Unless otherwise provided for, all official procurement-related communications will be either disseminated by the Authority Point-of-Contact in writing or posted on the Authority's website.
4. Except for communications expressly permitted by the RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Proposer or representative thereof shall have any ex parte communications regarding the RFQ, RFP, or the procurement described herein with any member of the Authority Board or with any Authority or RDP staff, other than the Authority's Designated Point-of-Contact identified in Section 3.2. This includes any of the Authority's contractors and consultants (and their respective affiliates) from firms identified on the Table 2.
5. The Proposers shall not contact the entities listed below, including any employees, representatives, and members regarding this procurement:
 - a. California High-Speed Rail Authority (except as provided in this RFP)
 - b. Authority's Board
 - c. Federal Railroad Administration (FRA)
 - d. California State Transportation Agency (CalSTA)
 - e. California Department of Transportation (Caltrans)
 - f. California Department of General Services (DGS)
 - g. Firms Subject to Proposer Ex Parte Communications Prohibitions During this Procurement



(Table 2)

6. 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 the RFQ or this RFP.
7. Any communications determined to be improper, at the sole discretion of the Authority, may result in disqualification.
8. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. The Authority will not be bound by any oral exchange, nor will the Authority be bound by any other information exchange that occurs outside of the official Project-related communications specified herein.
9. These rules of contact shall apply for the duration of the Project's procurement process, which began on the date the Authority issued the RFQ and ends when the First Phase Pre-Development Agreement is executed or the procurement has been cancelled.
10. To the extent any Proposer 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 the Authority prior to the commencement of such activities.

The Authority may disqualify any Proposer or any member of a Proposer Team that engages in any contact that the Authority, in its sole discretion, determines is not in compliance with this Section 3.8.

Table 2: Firms Subject to Proposer Ex Parte Communications Prohibitions During this Procurement

Rail Delivery Partner (HSR#14-66)	
WSP Parsons Brinckerhoff	LKG-CMC, Inc.
Abtahi Engineering	Lombardi Engineering
Acosta Engineering Solutions, P.C.	Luster National, Inc.
AllTransit Consultants, LLC	Madrone Ecological Consulting LLC
Alta Vista Solutions	National Constructors' Group, Inc.
Ascent Environmental	Natoma Technologies, Inc.
Bickmore & Associates	Nayak Corp
Cambridge Systematics	Network Rail Consulting
Collaborative Development Army LLC	Oliveira Advisory Services
Commonwealth Associates, Inc.	Oppenheimer and Company Brand Consultants LLC
Construction Engineering Consulting Group, Inc.	OrgMetrics LLC
Cordoba Corporation	Padilla & Associates
D.C. Agrawal Consulting, LLC	Paragon Partners, LTD
EcoDistrict	Rose Strategic Communications, Inc.
Enterprise Wireless Alliance	Roy Kienitz
Fukuji Architecture & Planning	Russ Guarna Consulting
Gall Zeidler Consultants	SC Solutions
GeoAmps, LLC	Shawn E. Murphy (SEM, Inc.)
Dan Hoyt	SMA Rail Consulting - IT Corp.
Luster National, Inc.	South Coast Wildlands Project
Gil Mallery	Spectrum Design



Ground Floor Public Affairs Corp.	SPUR
Hill International, Inc.	Stealth Worker, Inc.
HSB Solutions	Stephen J. Thoman Consulting
Inse Rail	TEC Management Consultants
International Union of Railways	Todd Barthoff
Intueor Consulting, Inc.	Turner Engineering Corporation
Jones, Lang, LaSalle Americas, Inc.	Urban Ecos, LLC
Joshi PMCM Inc.	Veridico Group, Inc.
k Cura	WSP Canada
Latitude Geographic's Group LTD.	WSP UK
Letterly Environmental & Land Planning Mgmt.	Zoon Engineering

Financial Advisors (HSR#15-92)	
KPMG LLP	Real Estate Consulting Solutions (RECS)
Alexan RPM, Inc.	Real Estate Strategy and Solutions (RESS)
Gilbert Associates, Inc.	Sperry Capital, Inc.
IMPACTS USA Advisory Services	Peyser Associates LLC

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Ridership Advisory Panel
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Eric Miller, PhD, Professor, Department of Civil Engineering, University of Toronto
David Ory, PhD, Principal Planner/Analyst, Metropolitan Transportation Commission
Kenneth A. Small, PhD, Professor Emeritus, Department of Economics, University of California-Irvine

3.9 Organizational Conflicts of Interest

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

http://www.hsr.ca.gov/docs/About/Doing_Business/organizational_conflict_interest_policy_final91520_11.pdf

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

Preclude certain firms from participation in this procurement, and

Affect the ability of the Offerors, its Subcontractors/Subconsultants and both of their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.



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

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

Disqualify the Offeror, or

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

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

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

3.9.1 Organizational Conflicts of Interest for the Early Train Operator

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

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



3.10 Confidentiality

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

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

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

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

Notwithstanding the above, in no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers, or employees, be liable to an Proposer or Proposer Team member 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, regardless of whether the Offeror labeled the materials as trade secret or confidential or the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the State, the



Authority, the FRA or their agents, representatives, consultants, directors, officers or employees. The Authority assumes no responsibility for disclosure or use of marked or unmarked data for any purpose.

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4.0 Submittal of the Proposals

4.1 Proposal Submittal Information

Proposals submitted in response to this RFP shall be mailed or hand delivered (in person or by courier) to:

<p>If hand-delivered:</p> <p>Attention: Rachel Taylor California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p> <p>Phone: (916) 324-1541</p>	<p>If delivered by mail:</p> <p>Attention: Rachel Taylor California High-Speed Rail Authority 770 L Street, Suite 620 MS 1 Sacramento, CA 95814</p>
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Due to building access restrictions, Proposers who are hand delivering their Proposals are requested to notify the Authority's Designated Point of Contact identified above at least 24 hours before their anticipated arrival time.

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

RFP No.: _____ 16-13 _____

California High-Speed Rail Authority

Early Train Operator Proposal

Proposer: _____

4.2 Late Submittals

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

4.3 Changes in Offeror Organization

In order for a Proposer to remain qualified to submit a Proposal after it has been shortlisted, unless otherwise approved in writing by the Authority, the Proposer's organization as identified in its SOQ must



remain intact for the duration of the procurement process. If a Proposer wishes to make changes in the Proposer Team members or Key Personnel identified in its SOQ, including, without limitation, additions, deletions, reorganizations and/or role changes, the Proposer 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 Section 3.2, accompanied by the information specified for such entities or individuals in the RFQ, including resumes and any required financial information. If a request is made by an Offeror to allow the deletion or role change of any Offeror Team member or Key Personnel identified in its SOQ, the Offeror shall submit such information as may be required by the Authority to demonstrate that the changed team meets the RFQ criteria. The Proposer shall submit one (1) original and seven (7) copies of each request package. The Authority is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

4.4 Modification or Withdrawal of Proposals

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



5.0 Proposal Requirements

Proposers shall include one original and seven (7) hard copies in separate 3-ring binders in its submittal containing both its General Criteria and Technical and Cost Proposal. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Proposer's name and numbered 1 through 7 on their spines.

Each Proposer shall also include one electronic version of its Proposal in a searchable .pdf format on a USB, CDs and/or DVDs. If the Proposer submits a USB drive, the drive shall be searchable with 256-bit encryption on the USB drive. A password to decrypt the USB drives shall be included with the Proposal in a sealed package separate from the sealed package containing the USB drives. The .pdf should not be password protected.

Proposals must be received no later than the date and time listed in Table 1 and addressed in accordance with Section 4.1.

The following summarizes the content and organization of the Proposal. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by a Proposer.

5.1 Format and General Requirements

Proposers must satisfy all of the requirements listed below. Failure to satisfy all of the Format and General Requirements at the time of Proposal submission, unless otherwise specified, may result in the immediate rejection of the submission.

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

The Proposal shall comply with the following requirements:

1. Documents should be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered a single side of an 8-1/2" x 11" sheet. Should the Proposer wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
2. The Cost Proposal Worksheet may be prepared with a smaller font size for headings and column titles; information as to billing rates, hours, description of deliverables and other areas to be completed should not be smaller than 10 point font.
3. Pages should be numbered to show the page numbers and total number of pages in the response; (e.g., Page 1 of 75, Page 2 of 75, etc.). Page numbers should be numbered at the bottom of the page.
4. The Technical Proposal shall be no more than seventy-five (75) pages in length, inclusive of the Executive Summary.



5. All names and applicable titles shall be typed or printed below any signatures.
6. The Proposer must provide all necessary information and forms required showing proof of small business participation consistent with Section 5.5.3. All Subcontractors shall be identified on Form A.
7. The Proposer must include all required Forms and Certifications. Forms A through C and Certification Nos. 1 through 11 must be signed by the appropriate party, if required, and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
8. The Proposal shall be divided into sections as described below:
 - a. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - b. The index tab should have the appropriate section reference typed thereon.
 - c. At a minimum, the items described in Section 5.0 shall be addressed.
 - d. Sections in the Proposal should be in the same order as they appear in this RFP.
9. Brochures, extraneous publications such as published articles, directories, lengthy client lists, and other miscellaneous materials not specifically requested will not be evaluated.

5.2 Contents and Organization

Proposers are required to assemble their Proposals in the order prescribed below:

Volume I	General Criteria
Section A	General Requirements <ol style="list-style-type: none"> 1. Transmittal Letter 2. Form A: Schedule of Subcontractor(s)/Subconsultants 3. Form B: Organizational Conflict of Interests Disclosure Statement 4. Form C: Disabled Veteran Business Enterprise Declaration 5. Cert. 1: CCC-307 and STD 204 6. Cert. 2: Proposer’s Overall Project Small Business Goal Commitment Affidavit 7. Cert. 3: Iran Contracting Certification 8. Cert. 4: Darfur Contracting Act Certification 9. Cert. 5: Major Participant Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion Certification 10. Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification 11. Cert. 7: Non-Collusion Affidavit 12. Cert. 8: Equal Employment Opportunity Certification 13. Cert: 9: Non-Discrimination Certification 14. Cert. 10: Certification Regarding Lobbying 15. Cert. 11: California Civil Rights Laws Certification
Section B	Financial Information <ol style="list-style-type: none"> 1. No Material Change Certification 2. Guarantor Material Change Certification (If Required) 3. Material Change Disclosure (If Required) 4. Recent Financial Statements (If Required) 5. Recent Credit Ratings (If Required) 6. Guarantor Letter of Support (If Required)
Volume II	Technical and Cost Proposal
	Technical Proposal <ol style="list-style-type: none"> 1. Executive Summary 2. Approach and Methodology 3. Small Business Utilization Plan
	Cost Proposal <ol style="list-style-type: none"> 1. Cost Proposal Work Sheet 2. Cost Proposal Narrative



Each Volume shall be provided in a separate three ring binder. Proposers shall clearly index their Proposals using pages with tabs and organize them in the order set forth in Section 5.2. Electronic submittals (USB, CDs and/or DVDs) shall follow equivalent organizational standards and shall use a searchable format with appropriate bookmarks.

5.3 Volume I, Section A

5.3.1 Transmittal Letter

The Proposal shall be transmitted with a letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the Proposal is complete and accurate. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Proposer. All Forms and Certifications shall be manually signed and included as attachments in the Transmittal Letter section. Neither the Transmittal Letter nor attachments to the Transmittal Letter in this Section 5.3 will be included in the page count.

The Transmittal Letter shall include the following:

1. The Proposer must hold valid and appropriate licensure to do business in the State of California, or will hold valid and appropriate licensure by the time of execution of the Pre-Development Agreement. Proposers shall attach copies of current licenses to the Transmittal Letter or include an affirmative statement in the Transmittal Letter that it will obtain such licensure by the time of execution of the Pre-Development Agreement.
2. The Proposer must identify the Proposer's Contract Manager assigned to manage any Agreement awarded pursuant to this RFP.
3. If there have been any approved changes in Key Personnel from the SOQ submittal, note the change and include the resume of the new Key Personnel.
4. The Proposer must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in Attachment E: Sample Agreement, of this RFP. Certificates of insurance are due to the Authority before or at the time of execution from the successful Proposer.
5. The Proposer must affirm in the Transmittal Letter that there has been no change from its previous certification in the SOQ that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years. If the Offeror does have a civil judgment(s) within the past five (5) that exceed in a single occurrence \$1,000,000 (one million dollars) or in the aggregate \$10,000,000 (ten million dollars), the Offeror may provide a listing of the judgments and explanation as to why the presence of these judgments would not, in the Proposer's opinion, reasonably be expected to hinder or prevent the prompt and full performance of the contract, if awarded.
6. All Key Personnel shall submit a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the Sacramento, California area and are willing to work as required at the location as determined by the work schedule.



5.4 Volume I, Section B

5.4.1 Financial Information

5.4.1.1 No Material Change Certification

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.

The letter should state that there has not been a Material Change, and none are anticipated, in the financial condition, corporate form (i.e., significant mergers, acquisitions, reorganizations, etc.), market capitalization, or potential liabilities (e.g., current or pending claims or litigation) since the SOQ submission. If the Proposer is a joint venture or LLC, then the Proposal shall include a statement from the Chief Financial Officer or Treasurer of each joint venture member or LLC member stating that there has been no Material Change in the financial condition, corporate form, market capitalization, or potential liabilities since the SOQ submission. Reference to financial statements or notes to financial statements is not sufficient for purposes of meeting this requirement.

Guarantor Material Change Certification – If the Proposer, or in the event the Proposer is a joint venture or LLC then any joint venture member or LLC member, has provided a guaranty as part of its SOQ submission, then the Proposal shall include a certification from the Chief Financial Officer or Treasurer of each Guarantor stating that there has been no Material Change, and none are anticipated, in the financial condition, corporate form, market capitalization, or potential liabilities of the Guarantor since the SOQ submission. Reference to financial statements or notes to financial statements is not sufficient for purposes of meeting this requirement.

5.4.1.2 Material Change Definition

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 by one notch or more for the affected entity, a related business unit, or parent corporation of the affected entity;
5. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;



6. In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either:
 - a. Incurs a net operating loss;
 - b. Sustains charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or
 - c. Implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10 percent of the then shareholder equity;
7. Other events known to the affected entity, a related business unit or parent corporation of the affected entity, which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

5.4.2 Material Change

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

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

Estimates of the impact on revenues, expenses, and the change in equity shall be provided separately for each Material Change as certified by the chief executive, chief financial officer or treasurer or similar position. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of Material Changes.

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

Failure to disclose any Material Change that occurred after the shortlisting period may result in disqualification, at the sole discretion of the Authority.

5.5 Volume II, Technical Proposal

5.5.1 Executive Summary

Proposers may include an Executive Summary, preferably not exceeding two pages, stating key points of their Proposals that they believe highlight their qualifications to provide the services covered under this RFP. As such, the Executive Summary may emphasize the Proposer's strengths as fully described in the balance of the Technical Proposal. Proposers should be aware that the Executive Summary will not be separately evaluated and that it will count against the page limitations.



5.5.2 Approach and Methodology

In its Technical Proposal, Proposer should clearly outline and describe for all of the areas below the approach and methodology on how the following areas will be addressed including how relevant past experience will be applied:

5.5.2.1 Performance of Work, Mobilization and Integration Plan for the First Phase, Key Deliverable 1

Clearly outline and describe the approach and methodology to performing the entire scope of work in the First Phase (See Attachment E, Exhibit A). The Proposal should include, but not be limited to the following:

- References to previous experiences in working with a governmental or quasi-governmental entity in a foreign jurisdiction;
- The plan for timely mobilization and a strategy for integrating with Authority staff and advisors; identification of any requirements or concerns for a timely mobilization with proposed mitigations;
- The plan for making Key Personnel available to the Authority and anticipated time frames for work in Sacramento;
- The approach for timely and informed feedback on the Authority's future procurements; and
- The approach for including U.S. and California specific knowledge and experience into the team.

5.5.2.2 Establishment of the Train Operating Company and Key Deliverables 5-8

The Proposal should include, but not be limited to the following:

- Clearly outline and describe the approach and methodology to establishing and mobilizing the Train Operating Company for the System as described in Attachment E, Exhibit A, Attachment 1, including trial running;
- Development and training of the operations workforce, including labor relations, workforce development, and compliance with applicable state and federal laws;
- Implementation of a safety and security plan;
- Strategy for integrating the operations team with the other proposed Authority contracts for the trial running and commissioning phase;
- Relations with stakeholders, including local transit providers and station cities and plans for integrating operations with other transportation services;
- Incorporating the Authority's sustainability goals and provide a link to Proposer's current publically released corporate environment, social and governance reporting.



5.5.2.3 Interim Financial Plan (Key Deliverable 10) and Key Deliverables 2-4 and 9

Interim Financial Plan –Clearly outline and describe the approach and methodology for:

- Completing the required scope of work;
- Addressing cost controls;
- Maximizing operating, ancillary and net revenue; and
- Strategy for building enterprise value in the Second Phase.

Key Deliverables 2, 3, 4 and 9 –For each of these deliverables, clearly outline and describe the approach and methodology to provide the following:

- Completing the required scope of work and associated timelines, challenges and potential for innovation emphasizing how these combine to drive enterprise value for the Second Phase.
- For Deliverable 3, also include the methodology and experience based approach for negotiating with station cities/counties, joint and infill development, ancillary revenue services including non-transportation sources at and around the station locations.

Commercial Terms – Provide a written response to the Franchise Agreement terms (Attachment E, Exhibit A, Attachment 1) discussing the approach and recommendations of key elements that need to be prioritized or added.

Risk Allocation in the Franchise Agreement – Based on the approach to the Interim Financial Plan and the Commercial Terms above, provide the following:

- Identify key risks, considerations and mitigations for achieving the Interim Financial Plan (and/or the subsequent Second Phase Financial Plan) described in Attachment E, Exhibit A including ongoing management and cash flow of the Second Phase business.
- Clearly outline and describe strategies and preferences for managing these risks, proposed risk transfers, and planned delineation of those risks between the Authority and the Operator.
- Include the methodology and approach that identifies and provides an experience based approach to mitigation of key commercial and operational risks for the Second Phase.

5.5.3 Small Business Participation

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



The Proposer is required to include a Small Business Utilization Plan (Plan). Due to the specialized nature of the General Consulting Services (see Attachment E, Exhibit A), the Authority will evaluate the Plan for the First Phase and Second Phase together with the understanding that greater emphasis may have to be placed on the Second Phase of services for the 30 percent goal to be reasonably attainable. The Plan shall include a description of the approach and processes to be utilized during the First Phase and the Second Phase; the 30 percent goal may be determined based on the total estimated contract value and scope of work for the First Phase and Second Phase; the Plan will describe the estimated contract value and the scope of work that will be used to meet these goals and how the Proposer will continue to meet these goals for the First Phase and Second Phase. The Plan will be scored as a separate component of the Technical Proposal.

The successful Proposer shall comply with the SB Program requirements, including but not limited to, SB utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB Program.

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

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

http://www.hsr.ca.gov/Programs/Small_Business/policy.html

5.6 Volume II, Cost Proposal

5.6.1 Mobilization and Integration Plan for the First Phase

The objective of the Cost Proposal is to provide sufficient information to substantiate that the proposed plan is realistic, reasonable and complete for the scope of work. The proposal should provide enough information to ensure that a complete and fair evaluation of the reasonableness and realism of the plan can be conducted and reflect the best estimate of the Services to be provided. The cost proposal must be consistent with information previously provided in the Technical Proposal.

The Cost Proposal is to be based on the first twelve months of the proposed Mobilization and Integration Plan in the Technical Proposal (Section 5.5.2.1.). Proposers are instructed to base their Cost Proposal on a \$5,000,000 (five million dollars) budget for a 12-month period.

5.6.1.1 Cost Proposal Work Sheet

This section should include a summary of all of the proposed costs for the Plan by cost element (billing rates, travel, team members, subcontractors, and direct costs) and the total of these costs. Attachment D to this document is provided for consistency of preparation.

Cost elements should be based on the General Consulting Services and Deliverables in the Scope of Work, Attachment E, Exhibit A. Indicate percentage of completeness at the end of the specified term, deliverables and number of hours by Key Personnel and other team members, and the location by hours of where the work will be performed.



Cost for personnel services should be reasonable commercial rates, inclusive of salary, indirect costs and any profit margins. Travel rates should be based on travel and per diem expenses using the same rates provided to non-represented state employees. The Proposer may obtain current rates at the following website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Note: For purposes of the Cost Proposal only, Proposers are limited to teams of 6-15 Key Personnel or classifications. Rates included in the Cost Proposal are for purposes of scoring, however, the rates in the Cost Proposal will be considered the maximum or cap for those positions and classifications. Rates submitted for negotiations (Section 6.5) shall be consistent with the information included in the Cost Proposal Work Sheet.

The Cost Proposal Work Sheet is limited to three (3) pages in length.

5.6.1.2 Cost Proposal Narrative

This section will be used to determine reasonableness, allowability, and allocability of costs. The Cost Proposal narrative section should provide a more detailed breakdown of the figures that have been reported on the Work Sheet. This section should also give substantiation and written explanation of proposed costs, if necessary. Breakdowns should be as accurate and specific as possible. Ensure that any figures presented in this part are consistent with the figures on the Work Sheet.

The Cost Proposal Narrative must include, at a minimum, details on the following costs:

Key Personnel and other team members – List Key Personnel by name and title, including any additional team members identified as key in the SOQ. Other team members may be listed by classification or firm. Include a list of all team members with the associated hours and billing rates.

Please note that rate and cost information is required to properly perform the analysis of a proposal. Proposals without this information cannot be properly evaluated and may be eliminated from further review.

Travel - Provide an estimate of the travel required for the project. Estimate the number of trips; cost per trip; number of days; number of persons; origin and destination; approximate travel time frames; and the purpose of the travel. Include if relocations will be considered as appropriate for Key Personnel.

Other Direct Costs - Identify and provide a detailed description of any other direct costs that do not fit into the cost categories above, including the basis for determining those costs (e.g., vendor quotes, catalog pricing data, company estimating procedures, etc.).

The Cost Proposal Narrative is limited to five (5) pages in length.



6.0 Evaluation

The following summarizes the Proposal Review and Evaluation processes.

6.1 Proposal Review

The Authority shall review and evaluate each Proposal to determine if it meets the requirements contained in Section 5.0 and Attachments A and B. Failure to meet the requirements of the Request for Proposals may result in the rejection of the Proposal.

The Authority may reject any Proposal if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the Proposal documents or excuse the Proposer from full compliance with the Agreement requirements if the Proposer is awarded the Agreement.

6.2 Proposer Evaluation

The Minimum Requirements and Proposals will be evaluated by committee. The Authority will first evaluate whether the Proposals meet the Minimum Requirements on a pass/fail basis. Proposers that meet all Minimum Requirements will then have their Technical Proposals evaluated and scored. The Proposer with the highest Combined Proposal Score, including the Technical Proposal, Cost Proposal, and Discussion scores, will be identified as the highest-scored Proposer.

6.2.1 Requests for Clarifications

The Authority may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals. This process will be initiated by delivery of a written request from the Authority to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's score may be adversely affected and/or the Proposal may be declared unacceptable.

6.2.2 Minimum Requirements and Technical Proposal Evaluation

The Proposer must submit all of the required information as described in Attachment A, Minimum Requirements Checklist. Proposals with missing or incomplete information may be rejected. If a Proposer satisfies the Minimum Requirements, its Technical Proposal will be evaluated and scored by the Authority. A Technical Proposal can receive a maximum of 650 points, or 65% of the total score.

6.2.3 Cost Proposal Evaluation

The Proposer shall complete the requirements in Section 5.6, Cost Proposal when submitting its Cost Proposal. A Cost Proposal can receive a maximum of 100 points, or ten percent of the total score.

The Cost Proposals will be scored based on the total number of hours listed on the Cost Proposal Work Sheet. The Authority will scale the Cost Proposals (the highest number of hours will be the basis for 100%, the second highest number of hours will be a percentage of the first). For example: If the total



number of hours submitted for Proposal A is 500 hours, Proposal B has 480 hours and Proposal C has 520 hours; then the percentage assigned would be Proposal C (100%), Proposal A (96%) and Proposal B (92%).

Scoring will be Maximum Number of Points x Proposal's Percentage.

6.2.4 Discussions

Proposers will be invited to Discussions for the purpose of introducing the Key Personnel and other key members of the proposed team, and allowing the Authority to fully understand the Proposer's ability to meet the scope of work. The Authority will notify the Proposers of the date and location of the Discussions, an agenda, questions, required attendees from the Proposer Team, and any other requirements. Discussions will be separately scored using the criteria in Attachment C. The Combined Proposal Score will be established after the Discussions.

6.3 Combined Proposal Scores

Combined Proposal Scores will be established after all Discussions are completed. The Combined Proposal Scores will be calculated as follows:

Technical Proposal Score =	Maximum 550
Cost Proposal Score =	Maximum 100
Discussion Score =	Maximum 350

The Combined Proposal Score is the Final Score. The maximum possible score is 1,000 points.

6.4 Notice of Proposed Award

After the Proposer with the highest Final Score is determined, the Notice of Proposed Award will be posted on the Authority's website at:

http://hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html

The successful Proposer(s) must complete and submit to the Authority the Payee Data Record (STD 204) before the execution of any Agreement resulting from this RFP, to determine if the Proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

A completed STD 204 that has been completed and returned to the Authority is required before payment can be made after contract execution.

6.5 Cost Negotiation Process

At the conclusion of the scoring, the Authority will post and notify the highest ranked Proposer. Once notified, this Proposer will be asked to provide a Rate Sheet within five business days.



The Rate Sheet should be prepared using the suggested format in the Cost Proposal Work Sheet. The Rate Sheet shall be in four hard copies and an electronic searchable version on a suitable format and provided in a sealed envelope to the Authority's Point of Contact. The date effective for the rates to be provided shall be the date of the Discussions.

Following receipt of the Rate Sheet, the Authority will enter into negotiations with the highest ranked Proposer. If negotiations are unsuccessful, the Authority will terminate all discussions with the highest ranked Proposer and enter into negotiations with the next highest ranked Proposer and so on sequentially. After completion of successful negotiations, the Authority will proceed to execution of the Pre-Development Agreement.

7.0 Protest Procedures

7.1 Applicability

This section sets forth the exclusive protest remedies available with respect to this RFP and prescribes the exclusive procedures for protests regarding:

- A. Allegations that the terms of the RFP are:
 - 1. Ambiguous;
 - 2. Contrary to legal requirements applicable to the procurement; or
 - 3. Exceed the Authority's authority.
- B. A determination as to whether a Proposal is responsive to the requirements of the RFP or the Proposal does not meet all pass/fail requirements.
- C. Allegations of improprieties in the procurement or the procurement process which can only be apparent after submission of Proposals or the Authority's contract award recommendation.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(A) may be filed only after the Proposer has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.0. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via email to the Authority Point-of-Contact provided in Section 7.3. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Proposer 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 RFP documents by issuing addenda.



7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(A) must be filed as soon as the basis for the protest is known, but no later than twenty (20) days prior to the Proposal Deadline. If the protest relates to an addendum to the RFP, the protest must be filed no later than five (5) Working Days after the addendum is issued. The failure of a Proposer to file a protest concerning the issues described in Section 7.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning these issues described in Section 7.1(B) and (C).

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

Protests concerning the issues described in Section 7.1(C) must be filed no later than five (5) Working Days after the public announcement of the notice of intent to award the Contract.

Late protests will be rejected without consideration or evaluation.

7.4 Content of Protest

A protest shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury. Additionally, all protests shall also contain the name, address, email, and telephone numbers for the protestor; the RFP number; a request for a ruling by the Authority; all information establishing that the protestor is an interested party for the purposes of filing a protest; and all information establishing the timeliness of the protest.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Authority Point-of-Contact identified in Section 3.2, as soon as the basis for the protest is known to the Proposer. Except for protests concerning the issues described under Section 7.1(A), the Proposer filing the protest shall concurrently file a copy of the protest with the other Proposers (whose addresses may be obtained from the Authority's Point-of-Contact). The Protest Official for this RFP is:

Mark McLoughlin, Early Train Operator 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 including, without limitation, award and execution of a contract.



7.6 Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within seven days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual determinations shall be sworn and submitted under penalty of perjury.

7.7 Burden of Proof

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

7.8 Decision on Protest

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

7.9 Limitation on the Authority's Liability

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

7.10 Rights and Obligations of Proposers

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

8.0 Authority's Reserved Rights

The Authority reserves to itself all rights available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

1. Modify, withdraw or cancel this RFP in whole or in part at any time prior to the execution of the Contract by the Authority, without incurring any costs obligations or liabilities.
2. Issue a new RFQ or RFP after withdrawal of this RFP.
3. Accept or reject any and all submittals, responses, and Proposals received at any time.



4. Issue addenda, supplements and modifications to the RFP.
5. Terminate evaluations of Proposals received at any time.
6. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of qualifications to perform the work described in this RFP.
7. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
8. Waive any weaknesses, informalities, irregularities or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal.
9. Disqualify any Proposer that changes its Proposal without Authority approval.
10. Modify the RFP Process (with appropriate notice to Proposers).
11. Approve or disapprove changes to the Proposer Teams.
12. Revise and modify, at any time before the Proposal Deadline, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Authority shall circulate an addendum to all Proposers setting forth the changes to the evaluation criteria or methodology. The Authority may extend the Proposal Deadline if such changes are deemed by Authority, in its sole discretion, to be material and substantive.
13. Hold meetings, conduct discussions and communicate with one or more of the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals.
14. Add or delete Services.
15. Negotiate with one or more Proposers concerning its Proposal and/or the Contract.
16. Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.
17. Retain ownership of all materials submitted in hard-copy and/or electronic format.
18. Exercise any other right reserved or afforded to the Authority under this RFP.
19. Refuse to issue an RFP to a prospective Proposer and refuse to receive or open a Proposal, once it is submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - A. Failure on the part of the Proposer or a member of the Proposer's team to pay, satisfactorily settle or provide security for the payment of claims for labor, equipment, material, supplies or services legally due on previous or current ongoing contracts with the Authority;



- B. Default on part of the Proposer or a member of the Proposer's team under previous contracts with the Authority;
- C. Unsatisfactory performance by the Proposers or a member of the Proposer's team under previous contracts with the Authority;
- D. Issuance of a notice of debarment or suspension to the Proposer or a member of the Proposer's team;
- E. Submission by the Proposer of more than one Proposal in response to this RFP under the Proposer's own name or under a different name;
- F. Existence of an organizational conflict of interest or evidence of collusion between a prospective Proposer (or any member of the Proposer's team) and other Proposer(s) (or members of the Proposer's team) in the preparation of an SOQ, proposal or bid for any Authority contract; and/or
- G. Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a member of the Proposer's team is responsible which, in the judgement of the Authority, might reasonably be expected to hinder or prevent the prompt and full performance of the Contract, if awarded.

This RFP does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFP. All such costs shall be borne solely by the Proposer. 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 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 herein. The Authority makes no representation that the contract will be awarded based on the requirements of this RFP. Proposers are advised that the Authority may modify the procurement documents at any time.



Attachment A: Minimum Requirements Checklist

#	Minimum Requirements	Yes	No
1.	Was the Proposal received no later than the date and time listed in Table 1: Key RFP Dates?		
2.	Did the Proposer include one original and 7 hard copies in separate 3-ring binders contained in a sealed shipping package? Is the Original marked "Original" on its face and spine, and each copy is marked with the Proposer's name and numbered 1 through 7 on their spines?		
3.	Did the Proposer include one electronic version of their Proposal in an unprotected searchable .pdf format on a USB, CDs and/or DVDs?		
4.	Is the Proposal typewritten and signed manually?		
5.	Is the Technical Proposal no more than seventy-five (75) pages in length, inclusive of the Executive Summary?		
6.	Did the Proposer submit a Transmittal Letter with the following information? A. Proof of valid and appropriate licensure to do business in the State of California by execution of the Pre-Development Agreement; B. Identification of the Proposer's Contract Manager; C. If there have been any approved changes in Key Personnel from the SOQ submittal, the change has been noted and includes the resume of the new Key Personnel. D. Affirmation that Proposer has or is able to obtain the required insurance, specified in Attachment E: Sample Agreement, Exhibit E of this RFP; and E. Affirmation that there has been no change from its previous certification in the SOQ that it that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years or in the listing of the judgments and explanation.		
7.	Have all Key Personnel submitted a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the Sacramento, California area and are willing to work as required at the location as determined by the work schedule, as required by Section 5.3 of this RFP?		
8.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s)		
9.	Form B: Organizational Conflicts of Interest Disclosure Statement		
10.	Form C: Disabled Veteran Business Enterprise Declaration		
11.	Cert. 1: CCC-307 and STD 204 (Proposer Only)		
12.	Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit (Proposer Only)		
13.	Cert. 3: Iran Contracting Certification (Proposer Only)		
14.	Cert. 4: Darfur Contracting Act Certification (Proposer Only)		
15.	Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Proposer and Subcontractor(s)/Subconsultant(s) >\$25,000)		
16.	Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion Certification (Subcontractor(s)/Subconsultant(s))		
17.	Cert. 7: Non-Collusion Affidavit (Proposer)		



#	Minimum Requirements		Yes	No
18.	Cert. 8:	Equal Employment Opportunity Certification (Proposer, Joint Venture Members and Subcontractor(s)/Subconsultant(s))		
19.	Cert. 9:	Non-Discrimination Certification (Proposer and Subcontractor(s)/Subconsultant(s))		
20.	Cert. 10:	Certification Regarding Lobbying (Proposer Only)		
21.	Cert. 11:	California Civil Rights Laws Certification (Proposer Only)		

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Attachment B: Criteria for Awarding Points for the Technical Proposal

TECHNICAL PROPOSAL		MAXIMUM SCORE	ACTUAL SCORE
1.	Approach and Methodology		
	Performance of Work, Mobilization and Integration Plan for the First Phase and Key Deliverable 1	100	
	Establishment of the Train Operating Company and Key Deliverables 5-8	150	
	Interim Financial Plan (Key Deliverable 10) and Key Deliverables 2, 3, 4, and 9	200	
2.	Small Business Utilization Plan	100	
Total		550	

	MAXIMUM SCORE	ACTUAL SCORE
Technical Proposal	550	
Cost Proposal	100	
Total Proposal Score	650	



Attachment C: Criteria for Awarding Points for the Discussion and Total Score Worksheet

DISCUSSION		MAXIMUM SCORE	ACTUAL SCORE
	Presentation <ul style="list-style-type: none"> Does the presentation demonstrate an understanding of the requirements to deliver the services in the First and Second Phases? Does the presentation demonstrate an understanding of the challenges inherent in a project of this scope and complexity? Do all Key Personnel participate in the presentation in the roles that they would fill on the Early Train Operator team? Does the Proposer team articulate a clear path to reaching the Second Phase? 		
	Procurement Term Sheets <ul style="list-style-type: none"> Does feedback on the HSR Trains term sheet demonstrate market experience, insight and added value to the Authority? Does feedback on the Track and Systems term sheet demonstrate market experience, insight and added value to the Authority? Does feedback on the 2016 Business Plan demonstrate market experience, insight and added value to the Authority? How effectively did Key Personnel communicate above feedback? 		
	Questions and Answers <ul style="list-style-type: none"> Does the Proposer team provide clear and responsive answers to questions presented? 		
Total:		350	

Total Score for the Proposal and the Discussion	MAXIMUM SCORE	ACTUAL SCORE
Total Proposal Score	650	
Total Discussion Score	350	
TOTAL COMBINED SCORE	1000	



Attachment D: Cost Proposal Work Sheet

**RFP HSR16-13
EARLY TRAIN OPERATOR**

**[PROPOSER NAME]
COST PROPOSAL**

Consulting Services for [Insert Task]

POSITION BY NAME/CLASSIFICATION	BILLING RATE	NUMBER OF HOURS		TOTAL HOURS	OTHER DIRECT COSTS (ODC)			TOTAL COSTS (BILLING X TOTAL HOURS) + (ODC)
		WORKING IN SACRAMENTO	NOT IN SACRAMENTO		TRAVEL	RELOCATION	OTHER*	
[Key Personnel]								
[Key Personnel]								
[Key Personnel]								
[Team Member] [Classification or Position]								
TOTALS								

Description of Deliverables:

Projected Timeline:

Projected Percentage to be Complete in 12 Months from NTP:

Consulting Services for [Insert Task]

POSITION BY NAME/CLASSIFICATION	BILLING RATE	NUMBER OF HOURS		TOTAL HOURS	OTHER DIRECT COSTS (ODC)			TOTAL COSTS (BILLING X TOTAL HOURS) + (ODC)
		WORKING IN SACRAMENTO	NOT IN SACRAMENTO		TRAVEL	RELOCATION	OTHER*	
[Key Personnel]								
[Key Personnel]								
[Key Personnel]								
[Team Member] [Classification or Position]								
TOTALS								

Description of Deliverables:

Projected Timeline:

Projected Percentage to be Complete in 12 Months from NTP:

TOTALS FOR PROJECTED 12 MONTHS:

* Include a description of Other costs in the Cost Proposal Narrative.



**Attachment E: Sample Pre-Development Agreement, including Exhibit A (Scope of Work)
 through Exhibit F**

The Sample Pre-Development Agreement is attached as Attachment E to this RFP.

The Sample Pre-Development Agreement is comprised of the Std. 213, which can be found at <http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>, and Exhibit A through Exhibit F.



Forms and Certifications

Form A: Schedule of Subcontractor(s)/ Subconsultant(s) 1

Form B: Organizational Conflicts of Interest Disclosure Statement 1

Form C: Disabled Veteran Business Enterprise Declaration 1

Cert. 1: CCC-307 and STD 204 1

Cert. 2: Proposer’s Overall Project Small Business Goal Commitment Affidavit 1

Cert. 3: Iran Contracting Certification 1

Cert. 4: Darfur Contracting Act Certification..... 1

Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification 1

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification 1

Cert. 7: Non-Collusion Affidavit 1

Cert. 8: Equal Employment Opportunity Certification..... 1

Cert. 9: Non-Discrimination Certification..... 1

Cert. 10: Certification Regarding Lobbying 1

Cert. 11: California Civil Rights Laws Certification..... 1

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Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed & Percentage of Proposal Price	Small Business Status (Check all that apply)		Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			Check all that apply	Certificate #	<input type="checkbox"/> \$500K-\$2 M
City, State Zip:					<input type="checkbox"/> \$2 Mil-\$5 M
Phone:			Age of Firm:	<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> > \$5M
Fax:					
Tax ID:					
Contact Person:					
Email:					
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			Check all that apply	Certification #	<input type="checkbox"/> \$500K-\$2 M
City, State Zip:					<input type="checkbox"/> \$2 M-\$5 M
Phone:			Age of Firm:	<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> > \$5M
Fax:					
Tax ID:					
Contact Person:					
Email:					
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			Check all that apply	Certification #	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:					<input type="checkbox"/> \$2 M-\$5 M
Phone:			Age of Firm:	<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> > \$5M
Fax:					
Tax ID:					
Contact Person:					
Email:					

(Add rows/pages as needed)



Attach to this form copy(s) of applicable Certificates for those Subcontractor/Subconsultants that are designated as SB/ MB/ DBE/ DVBEs. Include all applicable certifications.

**Organization Name,
Address, and Telephone**

Signature of Team Representative

Printed Name

Title

Date

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Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all Subcontractors identified at the time of the submittal of its Proposal, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

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3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

[Empty box for explanation with a large 'DRAFT' watermark]

4. Certification

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

Signature

Printed Name

Printed Title

Proposer



Form C: Disabled Veteran Business Enterprise Declaration

Please complete and submit the Disabled Veteran Business Enterprise Declaration for any DVBE participation. The form is located at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>.

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Cert. 1: CCC-307 and STD 204

Please complete and submit the CCC-307 form located at:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

Also complete and submit the STD 204 form located at: <http://www.dgs.ca.gov/ofam/Forms.aspx>.

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Cert. 2: Proposer’s Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

(Contact Name)

is the Official Representative of

_____ ,

(Proposer’s Name)

the Proposer submitting the foregoing Proposal.

(If the Proposer has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Proposer has carefully examined all documents that form this Request for Proposals and is aware that Authority has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Early Train Operator, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority’s Small and Disadvantaged Business Enterprise Program.

The Proposer will commit to meet or exceed the overall project small business goal of 30 percent, consistent with the Proposer’s approved performance plan developed in accordance with the Authority’s SB/DBE Program Plan.

Signature

Printed Name

Title



Cert. 3: Iran Contracting Certification

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

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

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

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

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

Date: _____
Entity: _____
Signature: _____
Printed Name _____
Title: _____

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.



Cert. 4: Darfur Contracting Act Certification

PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS YOU HAVE INITIALED PARAGRAPH No. 3.

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

Proposer Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	



Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the Proposer certifies to the best of its knowledge and belief, that it and its principals:

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

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

Certify to the above Cannot certify to the above.

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

The Proposer shall require any Subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subcontractors, shall be furnished by the Contracting Officer upon request (See Certification 6).

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date

--



Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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

In accordance with the provisions of 2 C.F.R. Part 180, the prospective lower-tier participant (Subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

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

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

Certify to the above Cannot certify to the above.

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

Organization Name, Address, and Telephone

Signature of Person Certifying

Printed Name

Title

Date



Cert. 7: Non-Collusion Affidavit

State of _____ §
_____ §
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)

The party submitting the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Proposer has NOT directly or indirectly induced or solicited any other Proposer to:

- Put in a false or sham Proposal; and
- Colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from bidding.

That the Proposer has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Cost proposal of the Proposer or any other Proposer, or
- Fix any overhead, profit, or cost element, or that of any other Proposer, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the Proposal are true.

The Proposer has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

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

(Proposer)

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

Signature of Affiant



Cert. 8: Equal Employment Opportunity Certification

To be executed by the Proposer, all joint venture members of the Proposer, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: _____

Title: _____

Date: _____

If not the Proposer, relationship to the Proposer: _____



Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. Section 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Agreement.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date

DRAFT



Cert. 10: Certification Regarding Lobbying

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

Note: If joint venture, each joint venture member shall provide the above information and sign the certification.



Cert. 11: California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if Proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the Proposer hereby certifies compliance with the following:

1. California Civil Rights Laws: For contracts over \$100,000 executed or renewed after January 1, 2017, the Proposer certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. Employer Discriminatory Policies: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Proposer certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Proposer to the clause listed above. This certification is made under the laws of the State of California.

Title of Company Official	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

