Request for Qualifications for Collaborative Design-Build Services for the Merced to Madera Civil Works Project

RFQ No. HSR26-16

DRAFT SUBJECT TO CHANGE AND AUTHORITY BOARD APPROVAL

June 24, 2026

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Part A. Background and Instructions

1.0 Introduction

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands.

The high-speed rail system's initial construction is located in California's Central Valley and serves as the spine of the statewide system. The Authority previously awarded civil contracts for design and construction of Construction Packages (CP) CP 1, CP 2-3, and CP 4 in the Central Valley, extending over 119 miles from Avenue 19 in Madera to Poplar Road near the city of Shafter. The Authority is currently planning additional civil works that would extend the 119 miles south to Bakersfield and north to Merced for a total of 171 miles. The Merced to Madera Civil Works Project includes approximately 30.3 miles of new high-speed rail guideway extending from just south of Mission Avenue in the City of Merced to the southern project interface at Construction Package 1 in Madera County. The Authority is separately preparing to build facilities, track, and systems on the civil works to provide a rail infrastructure system suitable for high-speed rail operation, which will become the initial passenger carrying, revenue generating section.

Pursuant to section 185036 of the California Public Utilities Code, the Authority hereby requests Statements of Qualifications (SOQs) from firms and teams capable of providing design-build services (Offerors) for the development of the Project. The Authority will evaluate the SOQs it receives in response to this Request for Qualifications No. HSR26-16, as modified by any addenda (RFQ) according to criteria set forth herein, and intends to establish a Shortlist of the two most highly qualified Offerors. Offerors included on the Shortlist in response to this RFQ will be issued a Request for Proposals to provide design-build services for the Project and invited to enter into a Pre-Proposal Collaboration Agreement with the Authority for an approximately 9-month Pre-Proposal Period concluding with the submission of detailed proposals (Proposals). The Authority anticipates selecting a Proposer whose Proposal offers the best value to the Authority and the State for award of a design-build contract.

By submitting an SOQ, Offerors agree to be bound by and meet all the requirements specified in this RFQ. Failure to do so may result in rejection of the SOQ and elimination of the Offeror from this Procurement.

2.0 Definitions and Acronyms

2.1 Definitions

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

Authority – California High-Speed Rail Authority, which may include the Authority's authorized representatives.

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

Commercially Useful Function (CUF) – The Authority will uniformly apply best practices standards in collective consideration of Commercially Useful Function (CUF) standards set forth by 49 C.F.R. Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations title 2 section 1896.4(h), and Military and Veterans Code section 999(b)(5). A Small Business (SB), Small Business for the Purpose of Public Works (SB-PW), Disabled Veteran Business Enterprise (DVBE), or Microbusiness (MB) is deemed to perform a CUF if the business meets applicable CUF standards as required by law and the State of California (see the California Department of General Services (DGS) Commercially Useful Function for Certified Firms webpage for more information). A Disadvantaged Business Enterprise (DBE) is deemed to perform a CUF if the business meets the CUF standards at 49 C.F.R. Part 26.55 (c)-(d).

Construction Package 1: The portion of the System's first construction segment currently bounded by Avenue 19 in the County of Madera to the north, and by East American Avenue in the County of Fresno to the south.

Collaborative Design-Build Contract – Collectively, the design-build contract documents which establish the respective rights and obligations of the Authority and the Contractor with respect to the Project, including the performance of the Work, the furnishing of labor and materials, and the basis of payment.

Contractor – The Person, if any, awarded a design-build contract by the Authority for the Project after the Procurement process is completed.

Day or 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 ownership by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the goals of the SB Program, a Disabled Veteran Business Enterprise must: (1) Be certified by DGS' Office of Small Business and Disabled Veteran Business Enterprise Services, and (2) Perform a CUF, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

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

Early Operating Segment (EOS): The fully electrified, dedicated section of the System upon which the Authority will conduct initial passenger revenue operations. It is approximately 171 miles in length beginning on the north side of Merced Station just south of Mission Avenue in Merced and extending to the south side of the Bakersfield Station at Chester Avenue in Bakersfield.

Grant/Cooperative Agreements - Any federal agreements between the Authority, the Federal Railroad Administration (FRA), the United States Department of Transportation (U.S. DOT), and/or any other federal agency providing terms for expenditure of federal funds, including but not necessarily limited to, FRA Grant Cooperative Agreement numbers FR-HSR-0118-12, as amended (FY 10 Grant), and FR-HSR-0009-10-01-07, as amended (ARRA Grant).

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

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section D of Part B, Volume 1.

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

Lead Designer – The member of the Offeror Team, whether a single entity or a joint venture, that is primarily responsible for the design and engineering of the Project.

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, title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility), including but not limited to, its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross revenue of $6 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a Microbusiness must be certified by DGS.

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

Offeror Team – Collectively, the Offeror and its Equity Members, Lead Designer, Lead Contractor, Guarantors, Subcontractors, and their respective employees, agents and officers.

Open Government Laws – Collectively, the California Public Records Act (Government Code sections 7920.000, 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.

Person – Any individual or entity, including corporation, limited liability company, sole proprietorship, joint venture, partnership, trust, voluntary association, unincorporated organization, or governmental agency including the Authority.

Pre-Proposal Collaboration Contract – The contract that accompanies the RFP to be entered into by the Shortlisted Design-Build Teams for the Pre-Proposal Period.

Pre-Proposal Period – The approximately 9-month period commencing upon issuance of the RFP to the Shortlisted Design-Build Teams and concluding with the submission of Proposals in response to the RFP.

Procurement – The Authority's process for selecting the Contractor for the Project.

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

Professional Engineer – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code Section 6700 et seq.).

Project – The portion of the Early Operating Segment currently bounded by the project interface with Construction Package 1 at Avenue 19 in Madera County to just south of Mission Avenue in the City of Merced, as further described in Section 3.1.

Proposer - An Offeror who is included on the Shortlist by the Authority following evaluation of the SOQ submitted in response to this RFQ. Also referred to as a Shortlisted Design-Build Team.

Public Records Act - The California Public Records Act, Government Code section 7920.000, et seq.

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

Request for Proposals - The Authority's RFP for Design-Build Services for Merced to Madera Civil Works, which will be issued, if at all, to the Shortlisted Design-Build Teams.

SB Program – The Authority's High-Speed Rail Business Program Plan (Revised November 2023). A program that sets forth the Authority's requirements for Small Business Participation, Disabled Veteran Business Enterprises, and Disadvantaged Business Entities. See Policy & Program Plan - California High Speed Rail.

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

Shortlisted Design-Build Teams – The Offerors on the Shortlist. Also referred to as the Proposers.

Small Business (SB) - A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and Title 2 California Code of Regulations sections 1896.4 (Definitions) and 1896.12 (Eligibility), including, but not limited to, that its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has average gross annual revenue of $19 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a SB must be certified by DGS.

Small Business for the Purpose of Public Works (SB-PW) - A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of $46 million or less in gross annual receipts over the previous three (3) tax years, is not dominant in its field of operations and has 200 or fewer employees. This certification is issued by the California Department of General Services.

State – The State of California.

Subcontractor – Defined as follows:

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

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

Work – All of the scope elements required under the Design-Build Contract, including all administration, design, engineering, permitting, coordination, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, and other duties and services to be furnished and provided by the Contractor. The Contractor shall interface with other Authority contractors for those portions of the Work that require integration.

Working Day – For purposes of this RFQ, Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found on the U.S. Office of Personnel Management and California Department of Human Resources websites, respectively.

2.2 Acronyms

ADECO-RS	Analysis of the Controlled Deformation in Rock and Soil
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation

CBA	Community Benefits Agreement
CEQA	California Environmental Quality Act of 1970
CIL	Certified Items List
CP	Construction Package
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EMR	Experience Modification Rate
EO	Executive Order
ESG	Environmental, Social, and Governance
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
GAAP	Generally Accepted Accounting Principles
GAR	Gross Annual Receipts
ICD	Interface Control Document
IFRS	International Financial Reporting Standards
MB	Microbusiness
NOD	Notice of Determination
NTP	Notice to Proceed
PE	Professional Engineer
PEPD	Preliminary Engineering for Project Definition
PHA	Preliminary Hazard Analysis
PRA	Public Records Act
QA/QC	Quality Assurance/Quality Control
RAMS	Reliability, Availability, Maintainability, and Safety
RFQ	Request for Qualifications
RFP	Request for Proposals
RM	Requirements Management
ROD	Record of Decision
RVTM	Requirements Verification Traceability Matrix
SB	Small Business
SB-PW	Small Business for the Purpose of Public Works
SDLC	Systems Development Life Cycle
SEC	Securities and Exchange Commission

SEIR	Supplemental Environmental Impact Report
SEIS	Supplemental Environmental Impact Statement
SOQ	Statement of Qualifications
TVA	Threat and Vulnerability Assessments
U.S.C.	United States Code
USDOT	United States Department of Transportation
U.S. GAAP	United States Generally Accepted Accounting Principles
V&V	Verification and Validation
VVP	Verification and Validation Management Plan

3.0 Project Overview

3.1 General Description of the Project

The following is a general description of the Project:

1. The Project consists of approximately 30.3 miles of new high-speed rail guideway extending from just south of Mission Avenue in the City of Merced to the southern project interface at Construction Package 1 in Madera County. The corridor traverses primarily flat agricultural terrain within Merced and Madera Counties.

2. The Project alignment is subdivided into North, Wye, and South design segments and further organized into constructible geographic segments to support phased delivery. The project includes extensive embankment construction, major bridge structures, roadway reconstructions, drainage improvements, floodways and natural water courses, animal crossings, and irrigation facilities.

3. The Work includes responsibility for the Contractor to proactively engage with Interfacing Contractors and the Authority to ensure the successful and consistent identification and integration of all technical and non-technical interfaces across the Interfacing Contracts. The Contractor shall be responsible for technical and programmatic integration of the Work.

4. The Collaborative Design-Build Contract is also expected to include option work that may be exercised at the Authority’s sole discretion. The anticipated option work includes construction of the State Route 152 (SR-152) roadwork located near the northwestern end of the South Segment and extension of the Project into downtown Merced.

5. The Contract will allow a novation by the Authority to a private developer that would develop one or more public-private partnership project(s) to deliver portions of the California High-Speed Rail System, should the Authority establish such an arrangement.

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

3.2 Environmental Status

The Work included in the Project scope is addressed in the Authority's environmental documents. These include:

- The Merced to Fresno California High-Speed Train Project Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS). The Authority Board certified the Final EIR/EIS on May 3, 2012. FRA issued its Record of Decision (ROD) on September 18, 2012.
- The Merced to Fresno Central Valley Wye Final Supplemental EIR/EIS. The Authority Board certified the Final Supplemental EIR/EIS on September 10, 2020. The Authority issued its Supplemental ROD on September 16, 2020.

The Contractor's actions under the Contract to deliver the Work must be consistent with the descriptions and assumptions in these environmental documents. The Authority is also evaluating relocation of the approved at grade station in the City of Merced to a site just south of Mission Avenue. The environmental status will be updated in the RFP.

3.3 The California Environmental Quality Act

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

3.4 Project Funding

The Authority intends to fund the Project with State funds. The Authority may also fund the Project with federal funds, including funds provided by the Federal Railroad Administration (FRA).

3.5 Federal Requirements

The Procurement Documents and any design-build contract awarded by the Authority may conform to the requirements of applicable federal law, federal regulations, and conditions in the Grant/Cooperative Agreements.

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

Offerors are advised to assume that Buy America requirements will apply to the Project, as set forth in 49 U.S.C. 22905(a). The FRA's High-Speed Intercity Passenger Rail Program is intended, in part, to bolster American passenger rail expertise and resources and the Buy America requirements reinforce this goal, aiding in encouraging a domestic market in the rail sector.

3.6 Small Business/Disadvantaged Business Enterprises

The Authority's HSR Small Business Program Plan, November 2, 2023 (HSR SB Program Plan) is in compliance with the Best Practices of 49 C.F.R. Part 26, Government Code §§ 4532-4535, 11148.5, 12098.4, and 14835-14846, California Executive Orders S-02-06 and D-43-01, Military and Veterans Code 999, Title VI of the Civil Rights Act of 1964, and related statutes. For purposes of this provision, the Collaborative Design-Build Contract is assumed to be funded with blended state and federal funds. For contracts with blended funds, the HSR SB Program Plan establishes a 25 percent Small Business (SB) goal on the state portion of the contract, which includes a 3 percent Microbusiness (MB) goal; a separate 10 percent Disadvantaged Business Enterprise (DBE) goal, which will be applied across the total contract value; and a separate 3 percent Disabled Veteran Business Enterprise (DVBE) goal, which will be applied across the total contract value.

On October 3, 2025, the U.S. Department of Transportation (USDOT) issued an Interim Final Rule (IFR) making changes to its DBE program (49 CFR Part 26), effective immediately. Pursuant to 49 CFR 26.55(i) and 49 CFR 26.52(h), the Authority will not count DBE participation towards the above-referenced 10 percent DBE goal and will not apply the 10 percent DBE goal until the applicable Uniform Certification Program(s) have completed the 49 CFR 26.111 reevaluation process for a business. During the pendency of the 49 CFR 26.111 reevaluation period, the Authority will not enforce contractual DBE goals. Remaining portions of the USDOT DBE program and the HSR SB Program Plan remain in effect, including but not limited to the 25 percent SB goal, inclusive of the 3 percent MB goal, and the 3 percent DVBE goal. Once the 23 CFR 26.111 reevaluation process for a business is completed by an applicable UCP, the Authority will resume counting DBE participation towards the 10 percent DBE goal in the Contract. The Authority and its consultants will comply with all applicable USDOT and appropriate USDOT modal agency modifications to the federal DBE program. Accordingly, to the extent necessary for compliance purposes, the DBE contract requirements in the Contract are subject to revision.

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

The Authority requires, as part of the SOQ, each Offeror to submit a Preliminary Small Business Performance Plan as described in Section B, "Technical Response" of this RFQ.

The Preliminary Small Business Performance Plan will be scored and considered in the evaluation of SOQs.

The Authority anticipates that the RFP will require Proposers to present within the Technical Proposal a detailed narrative describing a SB Performance Plan that shall identify firms being utilized to meet the Authority's 25 percent SB, which includes a 3 percent MB, 10 percent DBE, and 3 percent DVBE goals, including the contract value and scope of work that will be used to meet these goals and how they will continue to meet these goals for the term of the Contract. The narrative shall also include a description of the approach and processes to be utilized to ensure that the Authority's SB goals continue to be met throughout the entire term of the Contract.

The Contractor shall establish and implement an SB/DVBE/DBE Performance Plan (SB Performance Plan) to address how the Contractor will meet the goals throughout the duration of the Contract. Contractor's SB Performance Plan shall be subject to concurrence by the Authority. Commitments in the Proposal related to the proposed SB Performance Plan will become part of Contractor's SB Performance Plan. The SB Performance Plan will include a detailed Communication Plan, describing the approach and frequency with which the Contractor will use to communicate with SB/MB/SB-PW/DBE/DVBE Subcontractors. The SB Program will be incorporated by reference into any contract resulting from this procurement. The Offeror is advised to read and become familiar with the SB Program, which may be found on the Authority's Small Business Policy and Program website.

3.7 Community Benefits Agreement

The Authority has entered into a Community Benefits Agreement (CBA) and established a National Targeted Hiring Initiative (NTHI) Plan applicable to this Project and consistent with the Community Benefits Policy adopted by the Authority's Board at its December 6, 2012, meeting (Resolution #HSRA 12-30 and POLI-SB-05). The Contractor will be required to comply with the Authority's CBA including the specified NTHI Plan. The CBA, the Authority's Community Benefits Policy, and NTHI Plan will be included in the Collaborative Design-Build Contract. The CBA, the Authority's Community Benefits Policy, and NTHI Plan are available for review on the Community Benefits Agreement page of the Authority's website.

3.8 Federal On-the-Job Training Participation Goal

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

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

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

3.10 Equal Employment Opportunity and Nondiscrimination

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

The Contractor shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Actions covered by these laws and regulations shall include, but are not limited to, the following:

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

3.11 Liability, Insurance, and Security

The Authority anticipates that the Contractor will be required to assume liabilities; provide performance and payment bonds and insurance coverage; and indemnify and defend the Authority against third party claims as specified in the Design-Build Contract. In addition, the Contractor may be required to provide one or more performance guarantees. The Authority will have the benefit of tort liability limitations to the extent provided by State law. Neither the State nor the Authority intends to waive their respective sovereign immunity protections under State law. Specific provisions concerning performance and payment bonds, guarantees, insurance, and indemnity will be provided in the RFP.

3.12 Executive Order N-6-22 – Russia Sanctions

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

3.13 Generative Artificial Intelligence Disclosure Notification Requirements

The State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Each Offeror must notify the Authority in writing if it: (1) intends to provide GenAI as a deliverable to the Authority; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of an Authority system, (ii) risk to the Authority, or (iii) Contract performance.

For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the Authority may result in disqualification of the Offeror. The Authority reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by an Offeror of GenAI as required, the Authority reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the Authority.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

4.0 RFQ Phase of Procurement Process

4.1 General Description of the Procurement Approach

The Authority is procuring the Project using a collaborative design-build methodology. This RFQ is intended to lead to the shortlisting of the two most highly qualified Offerors. Each such Shortlisted Design-Build Team is qualified to be issued a Request for Proposals and enter into a Pre-Proposal Collaboration Agreement with the Authority for the approximately 9-month Pre-Proposal Period, concluding with the submission of Proposals.

During the Pre-Proposal Period, each Shortlisted Design-Build Team will collaborate with the Authority on a confidential basis as described in the RFP to develop the Shortlisted Design-Build Team's approach for the Project. The Authority anticipates releasing a draft RFP, including drafting Collaborative Design-Build Contract terms, and form of Pre-Proposal Collaboration Agreement during the RFQ phase. Each Offeror will be given the opportunity to comment on these materials. At the conclusion of the Pre-Proposal Period, each Shortlisted Design-Build Team will submit a firm-fixed-price Proposal in response to the RFP.

The Shortlisted Design-Build Team that is selected at the conclusion of the RFP phase (if any) will enter the Collaborative Design-Build Contract with the Authority, in the final form included as part of the RFP materials, which will govern the remainder of the Project.

4.2 Procurement Schedule

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

Table 1: Key RFQ Dates

Date	Event
TBD	Issue Request for Qualifications
TBD	Industry Forum/Conference
TBD	Small Business Certification Workshop
TBD	Deadline for Offeror questions regarding the RFQ
TBD	Authority to post responses to Offeror questions
TBD	SOQ Deadline Delivered to 770 L Street, Suite 620 3:00 p.m. Pacific Time

4.3 Authority's Designated Point-of-Contact

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

Emily Morrison
California High-Speed Rail Authority
770 L Street, Suite 620 MS 2
Sacramento, CA 95814
Phone: (916) 324-1541
M2M@hsr.ca.gov

Pursuant to the requirements in Part A.5.1, Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority staff other than the Point-of-Contact listed above. Failure to comply with this communication prohibition may result in disqualification.

4.4 Addenda and Cal eProcure

The Authority reserves the right to revise this RFQ by issuing addenda to the RFQ at any time prior to the SOQ Deadline. This RFQ and associated addenda will be made available in electronic format on the California State Contracts Register. It is the responsibility of the Offeror to check the California State Contracts Register for all addenda.

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

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

4.5 Questions and Requests for Clarification

All questions and requests for clarification must be submitted in writing to the email address of Authority's Designated Point of Contact listed in Part A.4.3. All questions submitted by Offerors shall use the subject line: HSR26-16 Merced to Madera Civil Works Procurement Project, and clearly indicate in the body of the message the part, section, and page number about which the question is regarding. If multiple questions are submitted, each question should be clearly numbered and have the relevant part, section, and page number indicated at the start of the question.

Offerors are responsible for ensuring that any written communications clearly indicate that the material is related to the Project. The Authority will provide responses to Offeror questions and clarification requests within a reasonable time following receipt, subject to the cut-off date set forth in Table 1 of Part A.4.2. The Authority will post responses to those questions and requests for clarifications on the California State Contracts Register for the benefit of all participants.

4.6 Pre-SOQ Submittals and Meetings

4.6.1 Notice of Intent to Respond

The Authority intends to conduct one-on-one meetings with interested Offerors that submit a timely Notice of Intent to Respond. Submission of a Notice of Intent to Respond is a prerequisite to participating in meetings with the Authority. The Notice of Intent to Respond should be submitted to the Point of Contact listed in Part A.4.3, in the form of a letter including:

- Offeror Team and/or Firm Name;
- Offeror Point of Contact and contact information, including phone and email; and
- Statement that the Offeror can meet the minimum requirements of this RFQ.

4.6.2 One-on-One Meetings

The Authority will conduct one-on-one meetings with each Offeror that submits a timely Notice of Intent to Offer on dates designated by the Authority in writing to the Offerors, to discuss issues and clarifications regarding the Project and RFQ. The Authority reserves the right to disclose to all Offerors any issues raised during the one-on-one meetings, except to the extent that the Authority determines, in its sole discretion, such disclosure would reveal an Offeror's confidential business strategies. The meetings are intended to provide Offerors with a better understanding of the Project and RFQ.
The one-on-one meetings are subject to the following:

a. The Authority will not discuss with any Offeror any SOQ other than its own.

b. Offerors shall not seek to obtain commitments from the Authority in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Offeror.
c. No aspect of these meetings is intended to provide any Offeror with access to information that is not similarly available to other Offerors, and no part of the evaluation of SOQs will be based on the conduct or discussions that occur during these meetings.
d. Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules and to identify all participants from the Offeror Team.

4.7 Changes in Offeror Organization

For an Offeror to remain qualified to submit a Proposal after it has been included on the Shortlist, unless otherwise approved in writing by the Authority, the Offeror's organization as identified in its SOQ must remain intact for the duration of the Procurement process. If an Offeror wishes to make changes in the Offeror Team members or Key Personnel identified in its SOQ, including, without limitation, additions, deletions, reorganizations and/or role changes, the Offeror shall submit to the Authority a written request for approval of the change. Any such request shall be addressed to the Authority's Designated Point-of-Contact as set forth in Part A.4.3, accompanied by the information specified for such entities or individuals in this RFQ, including an Organizational Conflicts of Interest Disclosure Statement (Form F). If a request is made by an Offeror to allow the deletion or role change of any Offeror Team member or Key Personnel identified in its SOQ, the Offeror shall submit such information as may be required by the Authority to demonstrate that the changed team is equal to or exceeds the team originally submitted in response to this RFQ. The Offeror shall submit an original and two copies of each request package. The Authority is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

4.8 Payment for Work Product

The Pre-Proposal Collaboration Agreement will provide payment for work product for each Shortlisted Design-Build Team, which will be payable subject to satisfactory completion of the requirements for participation and submission of deliverables during the Pre-Proposal Period. The Authority will have the right to use the unsuccessful Shortlisted team's work product and to incorporate such work product, including any Alternative Technical Concepts, into the Collaborative Design-Build Contract entered into with the selected Proposer for the construction phase. There will be no offer of payment to Offerors who are not included on the Shortlist.

4.9 Non-Exclusiveness of Subcontractors

Subcontractors are not precluded from being on more than one Offeror Team, subject to the provisions of Section 3.6, Improper Communications and Contacts. There is no prohibition against Subcontractors being exclusive to one Offeror, however, exclusivity is strongly discouraged for SB/DBE/DVBE Subcontractors. The Authority reserves the right to revise or modify this approach in order accommodate confidentiality during the Pre-Proposal Period.

5.0 Communications, Public Information and Organizational Conflicts of Interest

5.1 Improper Communications and Contacts

For purposes of this section, the definitions of Offeror and Offeror Team shall include potential Offerors and potential Offeror Teams as this section specifically applies to all interested parties from the date of issuance of the RFQ. The following rules of contact shall apply during the Procurement for the Project that began upon the date of issuance of this RFQ and will be completed with either the execution of the Collaborative Design-Build Contract or the cancellation of the Procurement. These rules are designed to promote a fair and unbiased procurement process. Contact and communication includes, but is not limited to, face-to-face, telephone, text message/SMS, web-based meeting platforms (including viewing/sharing information on screen), facsimile, email, electronic messaging of any kind or formal written communication, whether direct or through intermediaries.

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror, or any of its team members, may communicate with another Offeror or its team members with regard to the RFQ or subsequently issued RFP or any other team's SOQ or Proposal with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.
2. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact (see Part A.4.3) and Offeror's SOQ/Proposal Manager as provided on Form B.
3. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the Procurement with any member of the Authority Board or with any Authority staff, including any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the Procurement or the Project including the firms and individuals identified on the list provided in Exhibit B.
4. Additionally, Offerors shall not contact the entities listed below, including any employees, representatives, and members:

   A. Federal Railroad Administration (FRA)

   B. California State Transportation Agency (CalSTA)

  C. California Department of Transportation (Caltrans)
  D. California Department of General Services (DGS)
  E. California Public Works Board (PWB)

5. The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, or the Procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ or the RFP.
6. Any communications determined to be improper, at the sole discretion of the Authority, may result in disqualification.
7. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

5.2 Organizational Conflicts of Interest

The use of the term "Offeror" in this section specifically applies to all interested parties from the date of issuance of the RFQ including Offerors, potential Offerors, and Subcontractors. The Authority has adopted an Organizational Conflicts of Interest Policy (Policy) that applies to this Procurement and any resulting contract, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website.

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

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

1. Preclude certain firms from participation in this Procurement and,
2. Affect the ability of the Contractor, Subcontractors and both of their Affiliates to contract with the Authority.

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

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

1. Impairment or potential impairments of a Contractor's ability to render impartial assistance or advice to the Authority or of its objectivity in performing Work for the Authority;

2. An unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or,
3. A perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

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

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

1. Disqualify the Offeror; or,
2. Determine that it is otherwise in the best interest of the Authority to continue the Procurement with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the Contract awarded.

Each Offeror Team member shall fully disclose any actual, perceived or potential organizational conflicts of interest in its SOQ, using Form F, Organizational Conflicts of Interest Disclosure Statement. A separate Form F shall be filled out and signed, under penalty of perjury, by each unique member of an Offeror Team. Form F requires a statement, signed under penalty of perjury by the company's executive, that the company considered the Policy and performed conflicts checks prior to submitting its SOQ. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If a nondisclosure or misrepresentation is discovered after shortlisting has occurred, the Offeror may also be disqualified. If a nondisclosure or misrepresentation is discovered after award of the Contract resulting from this Procurement process, the Contract may be terminated.

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

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

If an Offeror requires an organizational conflict of interest determination related to this Procurement, please immediately consult the Policy and provide the required information to the Chief Counsel at Legal@hsr.ca.gov, with a copy to Tawnya.Southern@hsr.ca.gov. The determination may take between two to four weeks from receipt of all required information and/or documents in the checklist below. In order to expedite the determination process, the requestor is asked to provide the following information with the request:

Organizational Conflict of Interest Checklist:

(1) A summary of each of your company's current and former contracts with the Authority, either as a consultant or subconsultant (include project section(s), if applicable, and the current status).

(2) A brief description of the scopes of work for the above-identified contracts, including tasks, deliverables, and key roles of personnel, if applicable.

(3) A brief description of the work, tasks, deliverables, and any key roles that your company expects to perform relative to the contract resulting from this procurement. (If not yet final, please be as detailed as possible.)

(4) A statement about whether your company or principals/employees of your company had any role in the development of this procurement or scope of work.

(5) A statement about whether your company or principals/employees of your company have learned, received, or were privy to any non-public information regarding the scope of work, content or development of this procurement.

(6) Information regarding the type of entity and/or corporate make-up of your company (for example, an LLC, sole proprietorship, corporation, etc.). If applicable, include whether it is a subsidiary of another company and/or if it is owned, in whole or in part, by another consultant working on the project.

(7) If your company is planning to seek work related to other Authority procurements, provide information regarding the procurement and the scope of work your company would likely perform.

(8) Any other information and/or documents that you believe are relevant to this analysis, including information regarding other public projects your company is a part of that may impact the Authority.

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

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

5.2.1 Organizational Conflicts of Interest for Future Contracts

Pursuant to the Authority's Organizational Conflict of Interest Policy, the successful Offeror may be precluded from participating on future contracts. A contractor may also request an organizational conflict of interest determination utilizing the same contact information as above for any questions that arise.

5.3 Confidentiality

All written correspondence, exhibits, documents, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to the Authority during this Procurement process, including as part of a response to this RFQ are, upon receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to FOIA or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act (PRA) and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this Procurement.

If an Offeror has special concerns about information that it desires to make available to the Authority, but which it believes constitutes a trade secret, proprietary information, or other information exempted from disclosure, such Offeror should designate specifically and conspicuously that information as “TRADE SECRET” or “CONFIDENTIAL” in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

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

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

6.0 Protest Procedures

6.1 Applicability

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

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

6.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Part A.6.1(a) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this section. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via email to the Authority's Designated Point-of-Contact provided in Part A.4.3. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

6.3 Deadlines for Protests

The failure of an Offeror to file a protest within the applicable period shall preclude consideration of those issues in any protest. If a deadline for a protest or any related filing falls on a weekend or State of California holiday, it shall be moved to the next Working Day.

Protests concerning the issues described in Part A.6.1(a) must be filed as soon as the basis for the protest is known and after compliance with Part A.6.2, but no later than ten (10) days prior to the SOQ deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five (5) Working Days after the addendum is issued. This deadline and subsequent deadlines may be extended by the Protest Official to allow for further informal discussion in accordance with Part A.6.2. Failure to bring any such protest within this time will be deemed a waiver and acceptance of the terms of the RFQ and may not be realleged in any further protest.

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

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

6.4 Content of Protest

Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury. Additionally, all protests shall contain the name, address, email address, and telephone numbers for the protestor; the number of this Procurement; a request for a ruling by the Protest Official; all information establishing that the protestor is an Offeror for the purposes of filing a protest, and all information establishing the timeliness of the protest. Protests must be filed by a named Offeror; a subcontractor member of an Offeror team may not independently file a protest.

6.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official. A courtesy copy shall further be delivered to the Authority's Designated Point of Contact via email at the email address provided in Part A.4.3. Copies of any protests received will be provided to all Offerors. The Protest Official for this RFQ is:

Protest Official
California High-Speed Rail Authority
770 L Street, Suite 620, MS 7
Sacramento, CA 95814

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

6.6 Comments from other Offerors

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

6.7 Written Response

The Authority's Designated Point of Contact or their designee may prepare a written response to the protest for the Protest Official's review, within five (5) Working Days of the deadline to receive comments from Offerors pursuant to Part A.6.6. The Authority's Designated Point of Contact or their designee shall have broad discretion to review all documents and information related to the protest and procurement when preparing this response. This written response shall be provided to the Protest Official and all Offerors, including the Offeror filing a protest.

6.8 Burden of Proof

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

6.9 Decision on Protest

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

6.10 Limitation on the Authority's Liability

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

6.11 Rights and Obligations of Offerors

Each Offeror, by submitting its SOQ, expressly recognizes the limitation on its rights to protest provided in this Part A.6.0, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If an Offeror disregards, disputes, or does not follow the exclusive protest remedies provided in this Part A.6.0, it shall indemnify and hold the Authority and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Offeror's actions. Each Offeror, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

7.0 Authority Reserved Rights

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

1. Cancel this RFQ or any subsequent RFP in whole or in part at any time prior to the execution of a contract or contracts without incurring any cost obligations or liabilities.
2. Issue a new RFQ after cancellation of this RFQ or any subsequent RFP.
3. Not issue an RFP.
4. Accept or reject any or all SOQs received as a result of this request.
5. Reject any or all submittals, responses, and SOQs received at any time.
6. Modify, in part or in its entirety, the RFQ if it is in the best interest of the Authority to do so.
7. Terminate evaluations of responses at any time.
8. Issue addenda, supplements, and modifications to this RFQ.
9. Appoint evaluation committees to review SOQs and make recommendations to the Authority, and seek the assistance of outside technical experts and consultants in the SOQ evaluation.
10. Seek or obtain data from any source that has the potential to clarify the understanding of the responses to this RFQ, including but not limited to reference checks.
11. Waive informalities, immaterialities, irregularities, mistakes, and deficiencies in an SOQ; accept and review a non-conforming SOQ; or permit clarifications to an SOQ.
12. Approve or disapprove changes to the Offeror Teams.
13. Retain ownership of all materials submitted in hard copy and/or electronic format.
14. Include commitments made by the successful Offeror in the SOQ in any resulting contract executed by the Authority for this Work.
15. If (a) only one SOQ is received or (b) only one SOQ satisfies all pass/fail criteria, then the Authority may take such steps as appear to be appropriate to it under the circumstances, including (i) modifying any element of this RFQ, (ii) seeking additional or updated SOQs, information or clarification from other Offerors, or (iii) terminating this Procurement.
16. Add as a Shortlisted Design-Build Team any Offeror that submitted an SOQ in order to replace a previously selected Shortlisted Design-Build Team that withdraws or is disqualified from participating in the Procurement.

SOQs received become the property of the Authority and the State of California.

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

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

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

8.0 SOQ Content and Submittal Requirements

8.1 General

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

8.2 Contents and Organization

Offerors must organize their SOQs in the order set forth in Part B of this RFQ. Each volume may be subdivided as needed.

8.3 Format

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

1. Number of Copies – Each responding Offeror shall submit:
   A. One original and six hard copies (for a total of seven) each of Volumes 1, 2 and 3 of its SOQ.
   B. Each Volume shall be provided in a separate three-ring binder (for a total of 21 binders).
   C. Each original must be clearly marked “Original” on its face and spine.
   D. Each copy must be numbered 1 through 6 on its face and spine.
   E. The Offeror’s name and volume number must also be clearly marked on the face and spine.
2. Electronic Information – In addition to the hard copies, each responding Offeror shall submit:
   A. Digital copies of Volumes 1, 2, and 3. Each volume shall be provided as a single PDF file and shall be printable, searchable, in a read-only format, and shall not

require a password to open or print. The file should include the RFQ number and Offeror team name as shown below:

HSR26-16_JohnDoeContractor.pdf.

B. The files shall be submitted via cloud storage. Each Offeror should email the Authority's Designated Point of Contact listed in Part A.4.3 at least two Working Days before the anticipated submittal of its SOQ. The email request should include Offeror's team name; Offeror's email address; and the RFQ number.

After receipt of the Offeror's email request, the Authority's Designated Point of Contact will provide a link to each Offeror to upload its SOQ to a unique cloud folder. Failure to notify the Authority two Working Days in advance may cause delays in Offeror's receipt of an upload link and impact its ability to upload its SOQ files in a timely manner.

3. General Format Requirements – Submittal page sizes, paper color and material, and spacing requirements are as follows:

A. Submittals must be prepared on letter sized, 8-1/2" x 11", white paper. Ledger-sized, 11" x 17" pages are allowed for schematics, organizational charts, other drawings and schedules, but not for narrative text. Each page will be counted as a single page and included in the page limitation for Volume 3. Each side of a ledger sized 11" x 17" page shall be counted as a single page. Ledger sized 11" x 17" pages should be used sparingly.

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

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

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

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

A. The Executive Summary shall not exceed four pages and shall be included in the page count.

A. The Technical Response shall not exceed 100 pages in length and each section of the Technical Response shall not exceed the limits set forth herein, including any 11" x 17" pages.

B. Each printed side shall be considered one page.

C. All pages shall be sequentially numbered (e.g., Page 1 of 100, Page 2 of 100, etc.).

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

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

6. All letters and forms shall be manually or digitally signed. Unless otherwise provided, all names and applicable titles should be typed or printed below the signatures.

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

8.4 SOQ Submittal Requirements

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

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

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

RFQ No.: HSR26-16

California High-Speed Rail Authority

Statement of Qualifications for Merced to Madera Civil Works Project

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

Offeror: ____

Due to building access restrictions, Offerors that will hand deliver their SOQs are requested to notify the Authority's Designated Point of Contact identified in Part A.4.3 at least 24 hours before their anticipated arrival time. Offerors that will deliver their SOQs by mail are requested to notify the Authority's Designated Point of Contact of the expected delivery date.

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

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

SOQs will be accepted and must be received by the Authority during normal business hours no later than the SOQ Deadline and time specified in Table 1 of Part A.4.2. Any

SOQs received after that date and time will be rejected and returned to the sending party unopened.

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

9.0 Evaluation Process

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

In this first step, the Authority will evaluate the SOQs it receives in response to this RFQ and, following the process described herein, establish a Shortlist of the two top-ranked Offerors. In the second step, the shortlisted Offerors will be invited to execute a PPCA and submit detailed Proposals in response to an RFP. The Authority anticipates selecting the Proposer whose Proposal offers the best value to the Authority and the State for award of a design-build contract.

Evaluation of the SOQs will have two parts:

1. Pass/fail review, including the financial capacity review (as described in Part A.9.2); and,
2. Technical and interview scoring (as described in Part A.9.3 and Part A.9.4).

The Authority reserves the right, in its sole discretion, to modify the Procurement process to comply with applicable law and/or to address the best interests of the Authority and the State of California.

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

9.1 General Responsiveness

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

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

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

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

9.2 Pass/Fail Review

Those SOQs not receiving a "pass" on all pass/fail items, as determined by the Authority in its sole discretion, may be excluded from further consideration and the Offeror will be so advised. Following or in conjunction with evaluation of each SOQ for responsiveness, the Authority will evaluate each SOQ based upon the following pass/fail criteria:

1. The SOQ contains an executed Form A, Transmittal Letter.
2. The SOQ contains a completed Form B, Offeror's SOQ/Proposal Manager, identifying the individual who will serve as the Offeror's SOQ/Proposal Manager for the duration of the Procurement process.
3. The SOQ contains a completed Form C, Identification of Offeror Team Members.
4. The SOQ contains a completed Form D, Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors, for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor, and any proposed Guarantor identified in Form C.
5. Neither the Offeror nor any other entity that has submitted Form E and Form K as required by this RFQ:
   A. Has been disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state or local government where such disqualification, removal, debarment, or suspension has resulted in the Offeror or other entity being currently disqualified, removed, debarred, or suspended from performing or bidding on Authority contracts; or,
   B. Is currently disqualified, removed, debarred, or suspended from performing or bidding on work for three or more state or local entities.
6. The information disclosed in Form E, Form F, or Form K does not materially adversely affect the Offeror's ability to carry out the Project responsibilities that will be allocated to it should it be selected.
7. Actual, perceived, or potential organizational conflicts identified in Form F, Organizational Conflicts of Interest Disclosure Statement, if any, have been appropriately mitigated to the satisfaction of the Authority, in its sole discretion.
8. The Offeror makes the express commitment regarding the Overall Project Small Business Goal in Form G.

9. The SOQ contains a completed Form H, Past Projects, for each project identified in response to Section B.1 of Part B, Volume 3. The SOQ contains a completed Form H, Past Projects, for each project identified in response to Part B, Volume 1, Section C, Part 1, and identifies past projects meeting all the requirements set forth therein.
10. The SOQ contains a completed Form I, Project Owner References, for each project for which the Offeror submitted a Form H.
11. The SOQ contains a fully completed Form J, "Key Personnel References" for each reference for each individual identified in a Key Personnel position. Each individual identified in a Key Personnel position shall have two references.
12. The Offeror makes the express, written commitments regarding Key Personnel as required in Part B, Volume 1, Section D.2.
13. The SOQ contains the environmental, social, and governance (ESG) information required in Section E of Part B, Volume 1.
14. The Offeror has the financial capacity to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Part B, Volume 2, including a Guarantor Letter of Support as described in Section E, if necessary. The process for evaluating financial capacity is described in more detail in Part A.9.2.1.
15. In the preceding five years, neither Offeror nor any Offeror Team Member has been convicted of violating a state or federal law respecting the employment of undocumented aliens.

9.2.1 Financial Capacity

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

The estimated value of the Project is $2.4 Billion. The estimated value of each PPCA is $17 Million. The Authority will evaluate the financial capacity of the Offeror, Equity Members and Guarantors, if any, based on review of the financial information required by Part B, Volume 2 of the RFQ. Financial capacity will be evaluated on the extent to which the financial metrics of the Offeror, Equity Members, and Guarantors, as applicable, demonstrate adequate financial capacity to deliver a project with the indicated contract value.

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

Financial Capacity Criteria	Example of Financial Metrics	Maximum Score
Credit Rating (if applicable)	Rating provided by a nationally recognized rating agency (e.g., S&P, Fitch, or Moody's)	10
Profitability	Revenue growth, Earnings Before Interest, Tax, Depreciation, and Amortization growth, gross profit margin, operating margin, net income margin, return on equity, sources of revenue or financial support	10
Liquidity	Current ratio, quick ratio	10
Leverage	Interest coverage ratio, net assets to debt, debt-to-equity ratio, debt profile	10
Performance	Accounts receivable turnover, days of outstanding payables, inventory turnover, working capital, asset utilization	10
Other Material Financial Matters	Material Changes, off-balance sheet liabilities, legal matters, recent events, material obligations and contracts, assessment of Guarantor and its guarantee	10

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

9.3 Technical Scoring

Following or in conjunction with evaluation of each SOQ for responsiveness in Part A.9.1 and for all pass/fail items in Part A.9.2, the Authority will score each SOQ according to the criteria set forth below. Information to be provided by Offerors is identified in Part B, "Qualifications Statement" and shall be organized accordingly for evaluation by the Authority.

Table 2: Technical Evaluation Criteria and Weighting

SOQ Evaluation Criteria	Maximum Score	Offeror Score
1 Offeror Team Experience and Past Performance The extent to which the Offeror's Reference Projects and related experience demonstrate the strength of the Offeror Team's technical capability, delivery experience, past performance, and qualifications relevant to the Work, including experience with:		
(a) major civil infrastructure projects of similar size, complexity, and interface conditions;		
(b) rail corridor work, structures, hydraulic crossings, embankments, drainage improvements, roadway interfaces, utility coordination, and work adjacent to active transportation facilities;		
(c) Alternative delivery methods, including Progressive Design-Build, Design-Build CM/GC, CMAR, or similar delivery models; and		
(d) successful collaboration with owners and stakeholders to improve constructability, schedule performance, risk management, pricing development, and overall project outcomes.		
2 Understanding of the Contract and Delivery Approach The extent to which the SOQ demonstrates a clear understanding of:		
(a) the Scope of Work, phased contract structure, and delivery requirements for the Pre-Proposal Period and Collaborative Design-Build Contract;		
(b) the objectives, processes, and required collaborative, technical, commercial, and proposal-development activities of the Pre-Proposal Collaboration Period; and;		

(c) technical conditions, key interfaces, and principal constructability considerations associated with the Work.		
3 Offeror Team, Organization, and Management Approach The extent to which the Offeror's organization, staffing plan, management systems, and proposed Key Personnel demonstrate:		
(a) qualifications, experience, and role alignment of the proposed Key Personnel appropriate to the scale, complexity, and collaborative delivery structure of the Work;		
(b) the extent to which the Offeror's proposed resources and organizational and management structure provide sufficient capacity to successfully deliver the Work throughout the Pre-Proposal Period; and		
(c) a well-defined and collaborative approach to project management, mobilization, and phased staffing tailored to the Contract and collaborative design-build delivery model.		
4 Risk Management Approach The extent to which the SOQ demonstrates a clear and comprehensive approach to Project risk management, including:		
(a) key risks, challenges, and opportunities associated with the Work;		
(b) the Offeror's approach to collaborating with the Authority to identify, evaluate, and allocate risk during the Pre-Proposal Collaboration Period, including its approach to risk mitigation, contingency development, and management of uncertainty; and		
(c) the Offeror's approach to the development and refinement of the Project schedule to manage schedule-related risks and maintain delivery timelines during the Pre-Proposal Period.		

5 Small Business Participation The extent to which the Offeror demonstrates its approach to utilizing and engaging SB/MB/SB-PW/DVBE firms throughout the life of the project, including:		
(a) How the Offeror will meet the Authority’s SB goals and utilize SB firms throughout the life of the Project; and		
(b) How the Offeror will meet the Communications Plan requirements, including the approach and frequency of communications to SB firms regarding schedule, deadlines, status, and delays.		
6 Past Projects (Form H) The extent to which the SOQ demonstrates the Offeror Team’s past experience applicable to the project, including:		
(a) Ability to minimize claims, change orders, and/or disputes; and		
(b) Ability to meet schedule and cost targets for past projects.		
Maximum Points		
Total Weighted Proposal Score with Weighting Factor		

9.4 Criteria for Evaluation of Interviews and Final Score Worksheet

	Criteria*	Maximum Score	Offeror Score
1.	**PRESENTATION** a. Quality and appropriateness of the presentation b. Appropriate speakers relative to Project challenges c. Project Manager leadership and management of the team d. Project Manager's understanding of the challenges and requirements of the Project e. Project Manager's knowledge and understanding of the Project f. Understanding of Key Personnel of the Project challenges and requirements g. Knowledge and understanding of Key Personnel of the Work in their respective areas of expertise		
2.	**RESPONSIVENESS TO QUESTIONS** a. Quality and thoroughness of response to question number 1 b. Quality and thoroughness of response to question number 2 c. Quality and thoroughness of response to question number 3 d. Quality and thoroughness of response to question number 4 e. Quality and thoroughness of response to question number 5		
3.	**PROBLEM-SOLVING SCENARIO** a. Identification of issues relevant to problem presented. b. Teamwork towards solution. c. Practicality and efficiency of solution presented.		
4.	**INTERACTIVE DISCUSSIONS** a. <u>Dynamic strength</u> - Leadership skills, problem solving, relationship building. b. <u>Collaborative design and delivery</u> - Willingness to work collaboratively and take non-traditional approach to delivery of the Project. c. <u>Logic and vision</u> - Ability to think strategically and understanding of the overall purpose of the Project. d. <u>Fairness and adaptability</u> - Expertise in engaging with counterparty on equal footing and ability to explain position while considering other perspectives.		
	Total Interview Score:		
	Total Weighted Discussion Score with Weighting Factor		

Total Score for Proposal and Interview	Maximum Score	Weighted Score

Total Weighted Technical Proposal Score		
Total Weighted Interview Score		
Final Score		

9.5 SOQ Evaluation Procedure

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

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

The Authority will review technical scores, including strengths and weaknesses, and the financial pass-fail determinations to determine Offerors that can provide the strongest opportunity for successful delivery of the Project. Evaluations and rankings of Offerors are subject to the sole discretion of the Authority. The Authority will make the final determinations of the Offerors to be shortlisted, as it deems appropriate, in its sole discretion based on the criteria in this RFQ, and in the best interests of the Authority and the State of California. The Authority anticipates shortlisting the top two scoring Offerors.

10.0 Pre-Proposal Collaboration Agreement Execution

Upon approval by the Authority Board, the Authority will be authorized to execute the Pre-Proposal Collaboration Agreements with each of Shortlisted teams.

Following the Shortlisting, the Authority will finalize the PPCAs by filling in blanks and make any other conforming changes indicated in the Pre-Proposal Collaboration Agreement.

Within seven days after delivery by the Authority of the finalized PPCA to each Shortlisted Design-Build Team, each Shortlisted Design-Build Team shall deliver to the Authority the following, unless another required deadline is specified in the PPCA:

a. Signed PPCA (four executed duplicate originals signed in ink);

b. Evidence of authorization to execute the PPCA, in the form of a certified resolution of the governing body of the Shortlisted Design-Build Team expressly stating such body's authorization to execute the PPCA and, if Shortlisted Design-Build Team is a partnership, joint venture, or unincorporated association, of the governing bodies of the entity's partners or Equity Members;

c. Evidence that the Shortlisted Design-Build Team holds all qualifications and licenses for performance of the work of the PPCA;

d. Evidence of insurance as required in the PPCA;

e. Signed STD 204, Payee Data Record.

Part B. Qualifications Statement

SOQ Organization

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

Volume 1 – GENERAL	
Section A	**General** 1. Form A: Transmittal Letter 2. Form B: Offeror's SOQ/Proposal Manager 3. Form C: Identification of Offeror Team Members 4. Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors 5. Form E: Past Performance Certification 6. Form F: Organizational Conflicts of Interest Disclosure Statement 7. Form G: Small Business Program Goals Commitment 8. Form K: Past Performance Questionnaire
Section B	**Surety Letter**
Section C	**Project Experience** 9. Form H: Past Projects 10. Form I: Project Owner References
Section D	**Key Personnel** 1. Form J: Key Personnel References 2. Express Commitment Regarding Key Personnel 3. Key Personnel Resumes
Section E	**Environmental, Social, and Governance Efforts**
Volume 2 – FINANCIAL	
Section A	**Financial Statements**
Section B	**Credit Ratings**
Section C	**Material Changes in Financial Condition**
Section D	**Off-Balance Sheet Liabilities**
Section E	**Guarantor Letter of Support**
Volume 3 – TECHNICAL	
Section A	**Executive Summary**

Section B	Technical Response

Volume 1 General Criteria

Volume 1 of the SOQ shall contain the following:

Section A. General

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

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

3. **Form C: Identification of Offeror Team Members**
Form C must list each member of the Offeror Team identifying its role within the Offeror's organization.

4. **Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors**
A separate copy of Form D must be completed for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor and each Guarantor, as applicable.

5. **Form E: Past Performance Certification**
A separate copy of Form E must be completed for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor and each Guarantor, as applicable.

6. **Form F: Organizational Conflicts of Interest Disclosure Statement**
A separate copy of Form F must be completed by each Offeror Team member identified in the SOQ.

7. **Form G: Small Business Program Goals Commitment**
Form G must be executed by the duly authorized official of the Offeror, each Equity Member, as applicable, the Lead Designer and the Lead Contractor.

8. **Form K: Past Performance Questionnaire**
A separate copy of Form K must be completed for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor and each Guarantor, as applicable.

Section B. Surety Letter

Evidence, provided in the form of a letter(s), from a surety, insurance company or financial institution shall indicate that the Offeror is capable of obtaining a performance bond and a payment bond for the Project. The amount of the bonds and the rating of the surety or financial institution (for a letter indicating capability to obtain a letter of credit) shall satisfy the criteria described in Part A.9.2. Letters indicating "unlimited" bonding capability are not acceptable. The letter must include a specific statement that the surety/insurance company has reviewed this RFQ and evaluated the Offeror or Offeror Team's backlog, work-in-progress and financial condition including any proposed or anticipated changes in financial condition disclosed in response to Section B of Part B, Volume 2 in determining the Offeror's or Offeror Team's bonding capacity.

Offerors are advised that the Authority anticipates a payment bond in the amount of 100 percent of the contract price and a performance bond in the amount of 50 percent of the contract price will be required for the Project. As a result, the actual payment/performance and/or guarantee amounts may be in excess of the amounts referenced in this RFQ. The Authority will delineate the specific bonding and security requirements for each phase of the Work, which will be consistent with applicable law, in the RFP.

Section C. Project Experience

1. **Form H: Past Projects**

   The Offeror, Lead Designer(s) and Lead Contractor(s), shall each submit a Form H for at least one, but not more than five, past project(s) referenced in the narrative in the Technical Response and at least one of which shall be in excess of $250 million. At least one reference project for each of the Offeror, Lead Designer, and Lead Contractor shall be similar in scope, size, or complexity as the Project to be constructed under the Contract.

   Past projects shall be submitted as follows:

   A. If an Offeror, Lead Designer, or Lead Contractor is a single entity, the past projects shall be submitted for that entity.

   B. If an Offeror, Lead Designer, or Lead Contractor is a joint venture that has worked together in the past, the past projects shall be submitted for the joint venture as a whole. However, if the joint venture has worked together on fewer than five projects in the past, each individual member may submit additional projects so long as no member appears on more than five past projects.

   C. If an Offeror, Lead Designer, or Lead Contractor is a joint venture that has not worked together in the past, at least one past project, and not more than five, shall be submitted for each prime member of the joint venture.

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

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

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

Section D. Key Personnel

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

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

2. **Express Commitment Regarding Key Personnel**

An express, written statement committing that the Key Personnel designated in the SOQ for the following positions or roles described in 1.1 shall be available to serve the role so identified in connection with the Project:

A. Principal In Charge
B. Design Manager
C. Construction Manager
D. Quality Manager
E. Scheduler
F. Safety Manager

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

3. **Key Personnel Resumes**

Resumes for each individual proposed for a Key Personnel position shall be submitted with the Offeror’s SOQ. Resumes shall be limited to three pages and will not be included in the page limit of the Technical Response. The Authority shall contact all submitted references, which will not be scored.

Section E. Environmental, Social, and Governance Efforts

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

• ISO 2600-2010 Guidance on Social Responsibility;

• Global Reporting Initiative (GRI) Sustainability Report;

• Organization for Economic Co-Operation and Development Guidelines for Multinational Enterprises;

• UN Global Compact: Communication of Progress; or

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

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

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

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

Volume 2 of the SOQ shall contain the following:

Financial information should be packaged separately for each entity with a cover sheet identifying the name of the organization and its role in the Offeror organization (i.e., Offeror, Equity Member, or Guarantor). Offerors shall identify any information that it believes is entitled confidentiality by placing the word “CONFIDENTIAL” on each applicable page as described in Part A.5.3.

Section A. Financial Statements

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

Financial statement information must include:

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

In addition, financial statements must meet the following requirements:

1. **GAAP** – Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
2. **U.S. Dollars** – Financial statements must be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Offeror must include summaries of the financial statements for the applicable time-periods converted to U.S. dollars by a certified public accountant or chief financial officer of the entity. The prevailing foreign exchange rate (from a stated and verifiable source) at the date of the financial statement should be used for the conversion.

3. **Audited** – Fiscal year-end financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer, treasurer, or similar position of the entity.
4. **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.
5. **Newly Formed Entity** – If the Offeror is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members shall be provided (and the Offeror shall expressly state that the Offeror is a newly formed entity and does not have independent financial statements).
6. **SEC Filings** – If the Offeror or any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission (SEC), then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K, which has been filed since the latest filed 10K.
7. **Notes and Disclosures** – Notes and disclosures to the financial statements shall address any material changes in financial condition as described herein and report any off-balance sheet liabilities.

Section B. Credit Ratings

If available, credit ratings and credit rating reports for the past three years must be supplied for each Offeror, Equity Member, and Guarantor that submits financial statements with its SOQ. If credit ratings do not exist for any Offeror, Equity Member, or Guarantor that has submitted financial statements with its SOQ, then the SOQ must include a statement specifying that no credit ratings exist for that entity.

Section C. Material Changes in Financial Condition

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

If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position so certifying. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process.

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

1. Each Material Change in detail;
2. The likelihood that the developments will continue during the period of performance for the Contract; and,
3. The projected full extent of the changes likely to be experienced in the periods ahead. This must include an estimate of the impact on revenues, expenses, and the change in equity.

Equity statement must be provided separately for each Material Change and certified by the chief executive, chief financial officer or treasurer or similar position. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of Material Changes.

Where a Material Change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable. The analysis will consider financial support from a third-party or other entity for the Offeror, Equity Members, and Guarantors, if applicable.

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

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

1. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
2. A change in tangible net worth of 10 percent of shareholder equity;
3. A sale, merger or acquisition exceeding 10 percent of the value of shareholder equity prior to the sale, merger or acquisition, which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
4. A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
5. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required

or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

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

Section D. Off-Balance Sheet Liabilities

A letter from the Chief Executive Officer, Chief Financial Officer or treasurer of the entity or the certified public accountant for each entity for which financial information shall be submitted, identifying all off-balance sheet liabilities. References to notes in the financial statements are not sufficient for identifying all off-balance sheet liabilities.

Section E. Guarantor Letter of Support

If the Offeror or Equity Member does not have financial statements or cannot demonstrate the financial capacity to complete the Project, then the affected member may propose a Guarantor that will provide a guarantee covering the performance and financial obligations of the affected entity if awarded the Contract.

The SOQ must identify the proposed Guarantor for the Offeror or Equity Member and shall include the financial information required by this RFQ for each proposed Guarantor.

The SOQ must include a letter from the chief executive, chief financial officer, treasurer, or similar position of the Guarantor explicitly stating that it will guarantee both the performance and financial obligations of the entity on behalf of which it is providing a guarantee.

If an SOQ proposes a Guarantor to demonstrate the financial capacity to complete the Project, then the Guarantor's financial information shall be used for purposes of evaluating the affected member's financial capacity. Following review of the financial information provided and the letter of support, the Authority may, in its sole discretion, specify that an additional guarantee will be required to demonstrate financial capacity.

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

Volume 3 Executive Summary and Technical Response

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

Section A. Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Offeror's SOQ and its experience and ability to satisfy the technical requirements of the Project. The Executive Summary shall not exceed 5 pages.

Section B. Technical Response

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

a. Past Performance

The Authority seeks Offerors that have successfully completed projects of similar size, scope, and complexity as defined in Part A.1.1.

Project Experience

The Offeror shall provide information demonstrating the experience of the Offeror team on projects relevant to the Work. The Offeror shall provide references for not fewer than three and not more than five project clients for projects that collectively demonstrate experience relevant to the Work. The projects submitted should demonstrate experience with major civil infrastructure projects of similar scale, complexity, and interface conditions, including, as applicable, linear transportation construction, rail corridor work, bridge and structure construction, hydraulic crossings and drainage improvements, major embankment and earthwork construction, roadway undercrossings or overcrossings, work adjacent to active rail or highway facilities, and delivery of large infrastructure projects under collaborative delivery models.

References should include projects delivered using CM/GC, CMAR, Progressive Design-Build, Design-Build, or other alternative delivery methods, as applicable.

For each reference project identified along with the Offeror's references, the Offeror shall include the following information:

1. the name of the client;
2. the title of the project or assignment;
3. the delivery model;
4. the name of the Offeror team member that performed the work;
5. the start and end dates of that team member's work on the project;

6. the original schedule and budget for the project, and the final schedule and budget upon completion, if completed;
7. a concise summary of the work performed;
8. a description of the project's relevance to the Work; and
9. examples of collaboration with the owner to develop innovations or solutions that improved constructability, schedule performance, risk management, pricing development, or overall project outcomes, if any.

The Offeror shall provide current contact names, telephone numbers, and email addresses for each reference. References shall be provided for:

1. the prime contractor, if the Proposal is submitted by a single entity;
2. the joint venture as a whole, if the Proposal is submitted by a joint venture that has previously worked together; or
3. each prime member of the joint venture, if the Proposal is submitted by a joint venture that has not previously worked together.

If Key Personnel are employed by a major Subcontractor and the Offeror relies on that Subcontractor's experience as part of its Proposal, the Offeror may include one additional relevant reference for that Subcontractor.

b. Understanding of the Contract and Delivery Approach

The Authority intends to contract with a Offeror team that demonstrates a strong understanding of the Work, the phased contract structure, and the collaborative, technical, and commercial requirements associated with successful delivery of the Project.

The Offeror shall describe its understanding of:

1. the Scope of Work and the phased structure of the Contract, including the respective requirements and intended outcomes of the Pre-Proposal Period and the Collaborative Design-Build Contract;
2. the collaborative processes, coordination activities, and design-development efforts anticipated during the Pre-Proposal Period, including advancement of the Reference Design, incorporation of Authority-directed refinements, and development of Alternative Technical Concepts;
3. the commercial and proposal-preparation activities necessary to support pricing development and submission of the Firm Fixed Price Proposal; and

4. the technical conditions, key interfaces, and principal constructability considerations associated with the Work.

c. Offeror Team, Organization, and Management Approach

The Authority intends to contract with an Offeror team whose organization, staffing plan, and management approach are appropriate to the phased nature of the Work and the complexity of the Project.

The Offeror shall:

1. describe the composition of the Offeror team, including the roles and responsibilities of the prime contractor, joint venture members, major Subcontractors, and other key team members, and explain how work activities, responsibilities, and decision-making authority will be assigned and managed;
2. describe the Offeror's organizational and management structure, including how the structure will support efficient communication, accountability, coordination, and integration within the Offeror team and with the Authority;
3. provide an organization chart identifying proposed Key Personnel and other primary management and technical support positions;
4. describe the Offeror's approach to project management, mobilization, and phased staffing for the Pre-Proposal Period. Provide a time-phased staffing plan showing the positions needed to accomplish the various types of assignments for the duration of the Pre-Proposal Period, the level of participation for each position expressed as the percentage of hours budgeted over calendar time, and the proposed staffing locations for staff.

The staffing for the Contract resulting from this RFP may be updated and approved as required by the Contract or as requested by the Authority.

d. Key Personnel Experience and Qualifications

The Authority seeks a Offeror team that includes personnel with the knowledge, technical skills, certifications, licenses, and project delivery experience necessary to perform the Work, particularly experience related to high-speed rail or comparable transportation infrastructure, major civil works, collaborative delivery models, and management of complex infrastructure projects with significant third-party and interface requirements.

The Proposal shall include:

1. a description of each proposed Key Personnel member's role and responsibilities;

2. a description of how each proposed Key Personnel member's past experience is relevant to the Work and will be applied to achievement of the Contract requirements;

3. signed statements from proposed Key Personnel confirming their availability and willingness to work at the Project office location(s) required by the Contract, as applicable.

Resumes, up to three pages, shall be provided for the primary team members and all Key Personnel listed on the Key Personnel Matrix (Form E). Key Personnel Resumes are to be submitted with the Transmittal Letter in Volume 1A.

The Proposal must include information regarding California professional or other licenses held by the Offeror's Key Personnel. Where the Work requires a professional license, at least one Key Personnel in responsible charge of the Work (subject to the Professional Engineers Act) shall be a California registered Professional Engineer in good standing by the date of Contract execution.

Key Personnel

At a minimum, the Offeror shall identify individuals proposed to fill the following Key Personnel positions:

1. Principal in Charge

Responsible for executive oversight of the Work and for providing leadership, strategic direction, and senior-level accountability for the Offeror team throughout the Pre-Proposal Period and the Collaborative Design-Build Contract.

Minimum 20 years of experience in commercial contract management of major transportation infrastructure design and construction projects is required. The individual must have experience with progressive design-build, design-build, or other comparable alternative delivery infrastructure projects. Professional Engineer in Civil Engineering registered in California is preferred.

2. Design Manager

Responsible for management, coordination, and integration of design activities for the Work during the Pre-Proposal Period and the Collaborative Design-Build Contract.

Professional Engineer in Civil Engineering registered in California is required. Minimum 15 years of experience in design management of major rail transportation projects, performing key interdisciplinary roles in the areas of civil engineering, rail, roadway, drainage, and utilities.

3. Construction Manager

Responsible for managing the day-to-day operations of the Work and coordinating with the Authority's Construction Manager in all aspects of Contract performance and delivery. The Construction Manager shall report daily to the project site in the Central Valley.

Minimum 15 years of experience in construction management of major rail or comparable transportation infrastructure projects is required, including experience in structures, roadway, drainage, and utilities coordination.

Experience with third-party coordination, particularly railroads, is required. The individual shall demonstrate the ability to work collaboratively with the Authority and to manage alternative delivery contracting in a complex, multi-disciplinary project environment.

Experience managing contracts in excess of one billion dollars involving significant rail components is preferred; high-speed rail experience is preferred. Professional Engineer in Civil Engineering registered in California is preferred.

4. Quality Manager

Responsible for oversight and implementation of the quality management program for the Work, including quality planning, quality assurance, quality control coordination, and configuration management.

Minimum 10 years of experience in quality management of multidisciplinary transportation design and construction projects. Demonstrated knowledge of configuration management. Demonstrated knowledge of quality management practices and procedures, including ISO 9001:2015 standards.

5. Scheduler

Responsible for development, maintenance, monitoring, and reporting of schedules for the Work during the Pre-Proposal Period and the Collaborative Design-Build Contract.

Minimum 10 years of experience in schedule development and maintenance for major transportation infrastructure design and construction projects is required. In-depth knowledge of schedule principles and demonstrated proficiency in Primavera P6 or successor scheduling software is required.

6. Safety Manager

Responsible for development, implementation, and oversight of the safety program for the Work during the Pre-Proposal Period and the Collaborative Design-Build Contract, including safety planning, compliance monitoring, training, hazard identification, corrective actions, and reporting.

Minimum 10 years of experience in safety management for major transportation infrastructure design and construction projects is required, including experience with heavy civil construction activities such as structures, embankments, drainage improvements, roadway interfaces, utility work, and work adjacent to active transportation facilities. Experience on rail or rail-adjacent infrastructure projects is preferred. Demonstrated knowledge of applicable safety laws, regulations, and industry practices is required.

Additional Expertise

The Offeror acknowledges the project requires a variety of Work. Identification of specific individuals for such specialized work is not required as a part of the Proposal. Resumes for such individuals shall not be submitted with the Proposal. The Contractor shall be required to submit resumes for such individuals for Authority approval prior to those individuals beginning Work.

Additional expertise includes the following:

1. Environmental Permitting and Compliance Manager

The individual must have experience in CEQA and the NEPA on a minimum of two major infrastructure projects.

The individual must have experience on a minimum of two major infrastructure projects, handling state and federal permits for the Clean Water Act, Endangered Species Act, California Fish and Game Code, Flood Control under section 408 and Central Valley Flood Protection Board.

Experience developing and implementing plans for environmental mitigation and environmental commitments as well as habitat mitigation supporting environmental permits.

Minimum 10 years of experience in delivering environmental clearances and permits in California for major infrastructure projects and programs.

2. Track Alignment Engineer Lead

Professional Engineer in Civil Engineering is required.

Minimum 10 years of experience in track alignment design. In depth knowledge of American Railway Engineering and Maintenance-of-Way Association, FRA, and CPUC design guidance and regulations.

3. Structural Engineer Lead

Professional Engineer registered in California is required.

Minimum 10 years of experience in design and construction of complex structures, including: viaducts, bridges and other elevated structures; tunnels and underground structures; embankments and earth retaining structures. Possess required knowledge and expertise to be able to successfully perform, manage and deliver the scope of services in the areas of structure and seismic design.

4. Geotechnical Engineer Lead

Professional Engineer and Geotechnical Engineer registered in California is required.

Minimum 10 years of experience with leading roles in geotechnical engineering of major aerial and underground structures and retaining walls. Possess required knowledge and expertise to be able to successfully perform, manage, and deliver the scope of services in the area of geotechnical design.

5. Civil Engineer Lead

Professional Engineer in Civil Engineering registered in California is required.

Minimum 10 years of experience in design and delivery of major transportation projects, performing key interdisciplinary roles in the areas of civil engineering, roadway, drainage, and utilities.

6. Surveying Lead

Professional Land Surveyor registered in California is required.

Minimum 10 years of experience in design and delivery of major rail transportation projects, performing key interdisciplinary roles in the areas of land surveying, civil engineering, roadway, drainage, and utilities.

7. Sustainability Lead

Certified Urban Planner (AICP) issued by the American Institute of Certified Planners, a California Licensed Professional Civil, Mechanical, or Electrical Engineer (PE), or a California Licensed Architect or Landscape Architect is required.

Minimum 10 years of experience delivering sustainable design strategies at the multi-block scale.

Demonstrated knowledge of California energy, air quality, climate, and sustainability laws and regulations.

8. Specification Engineer

Knowledge of configuration management and technical specification development required. Minimum 10 years of experience in the design and construction industry preparing specifications and special provisions for major transportation projects, or similar projects is required.

9. Verification and Validation Manager

Minimum 10 years of experience working in system engineering with at least 3 years in requirement management using requirements management tools such as IBM DOORS or equivalent is required.

Demonstrated understanding of interface management, configuration management, and specialties engineering (including RAM, safety, etc.).

10. Reliability, Availability, and Maintainability Lead

System engineer with an engineering degree and a specialization in RAM.

Minimum 10 years of RAM experience on railway projects required.

11. Risk Manager

Minimum 10 years of experience in the design and construction industry preparing risk profiles and analysis for major transportation infrastructure projects or similar projects is required.

e. Risk Management Approach

The Authority intends to contract with an Offeror team that demonstrates an effective approach to identifying, evaluating, and addressing Project risks that could affect successful delivery of the Work.

The Offeror shall describe its approach to:

1. identifying the principal risks, challenges, and opportunities associated with the Work;
2. working collaboratively with the Authority during the Pre-Proposal Period to evaluate risk, inform risk allocation, and support timely resolution of risk-related issues;
3. developing and implementing measures to reduce or manage uncertainty during the Pre-Proposal Period, including how such uncertainty will be addressed in contingency planning and proposal development; and
4. developing and refining the Project schedule to manage schedule-related risks and maintain delivery timelines.

f. Small Business Participation and Preliminary SB Performance Plan

1.1 As part of the SOQ, the Offeror shall submit a general description of how it will meet the Authority's Small Business Goals. In addition, the Offeror is expected to present a narrative (Preliminary SB Performance Plan) detailing how it will utilize SB/MB/SB-PW/DBE/DVBEs throughout the life of the Contract, including the following elements:

a. The approach and processes to be used to develop SB/MB/SB-PW/DBE/DVBE participation;
b. The roles SB/MB/SB-PW/DBE/DVBE firms are anticipated to fill;
c. An overview of approach and strategy to retain and support SB firms;
d. A high-level communication strategy, defining the approach, methods, and frequency that the Offeror will use to conduct outreach to and communicate with SB/MB/SB-PW/DBE/DVBE Subcontractors; and
e. Two summary case studies demonstrating the Offeror's utilization of SB/MB/SB-PW/DBE/DVBE firms in past projects.

Part C. Exhibits

Exhibit A: Description of the Project and Work

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

Exhibit C: Forms

Exhibit A: Description of the Project and Work

Overview of Work

The Merced to Madera (Project) corridor consists of approximately 30.3 miles of new dedicated high-speed rail guideway connecting the outskirts of Merced to eastern branch of the Central Valley Wye and to the southern interface at Construction Package 1 in Madera County.

The corridor traverses primarily flat agricultural terrain within Merced and Madera Counties. The project includes extensive embankment construction, major bridge structures, roadway reconstruction work, drainage improvements, wildlife crossings, and hydraulic facilities.

Project Limits

The Project alignment is subdivided into North, Wye and South Segments for high-speed rail guideway and associated highway and roadway work. The guideway consists of 15.7 miles of single-track guideway (North and Wye Segments) and 14.6 miles of double-track guideway (South Segment).

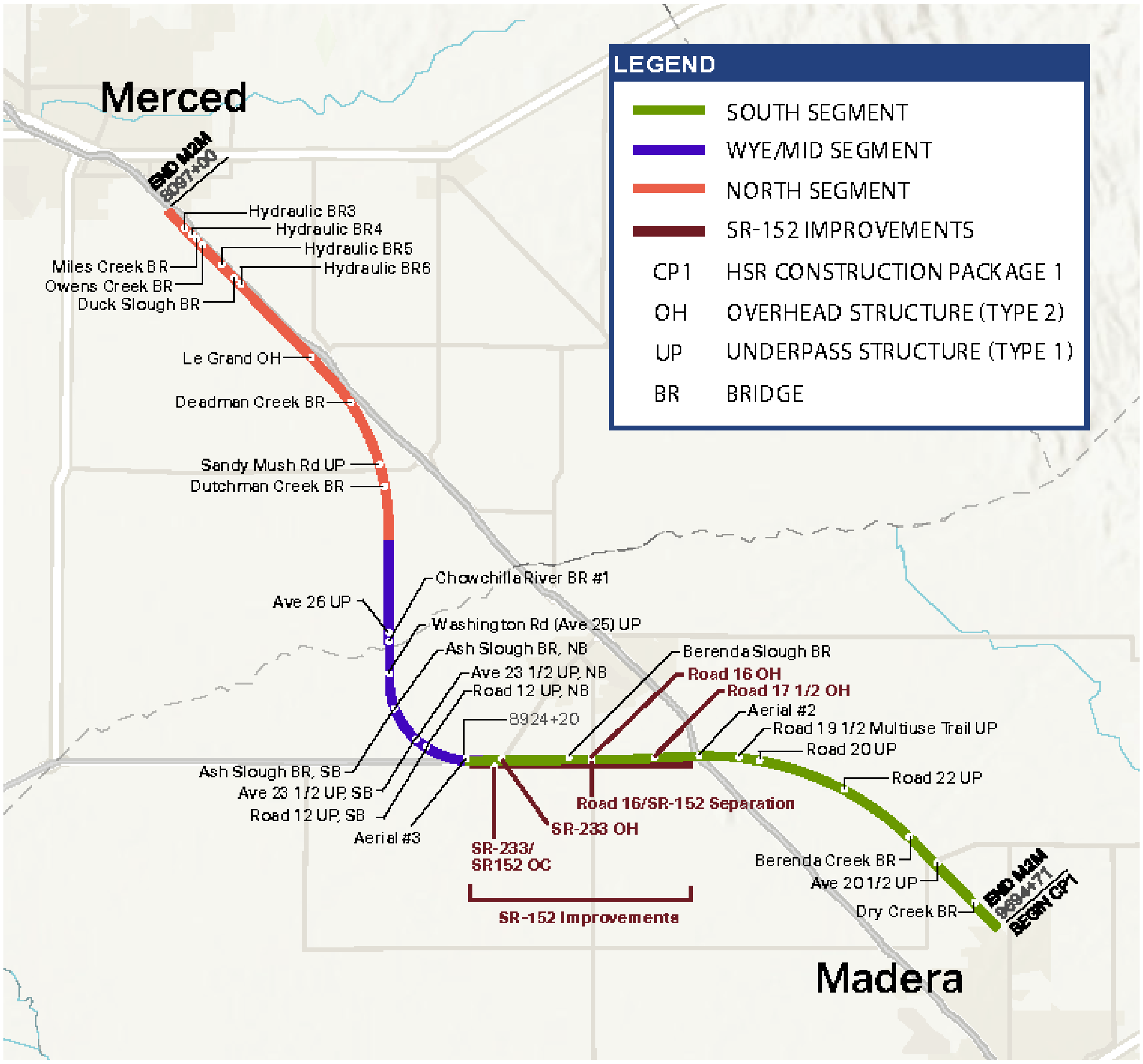

Figure 1 - Project Location

- **North Segment:** This 9.6-mile segment begins at just south of Mission Ave. at station 8097+00 to station 8602+12.91, south of Dutchman Creek. This segment is single-track, typically at grade and adjacent to the existing Union Pacific Railroad (UPRR) corridor, with several hydraulic bridges, and waterway crossings at Miles Creek, Owens Creek, Duck Slough, and Deadman Creek, and roadway crossing at Sandy Mush Road.
- **Wye Segment:** This 6.1-mile segment of single-track is located south and west of the City of Chowchilla, between the North and South Segments, from station 8602+2.91 to station 8924+20 in Merced and Madera counties.
  The Segment transitions from a due-south direction to a due-east direction, crossing the Chowchilla River, Ash Slough, and multiple local roadways at Avenues 26, 25, 23 ½, and Road 12. The Wye Segment includes the facilities necessary to connect the City of Merced with Madera County.

- **South Segment:** Consists of approximately 14.6 miles of double-track extending from station 8924+20 to the southern project interface at Construction Package 1 in Madera County, at station 9694+71.00. This segment includes water crossings at Berenda Slough, Berenda Creek, and Dry Creek, local roadway underpasses at Roads 20 and 22, and Avenue 20 ½ , and Aerial No. 2 crossing over SR 99 and UPRR.
  The adjacent SR152 alignment shift and intersection reconfigurations at Roads 16 and 17 ½, south of SR152, are not included in the South Segment.

The RFP will more clearly delineate the Project limits and lengths of major work elements.

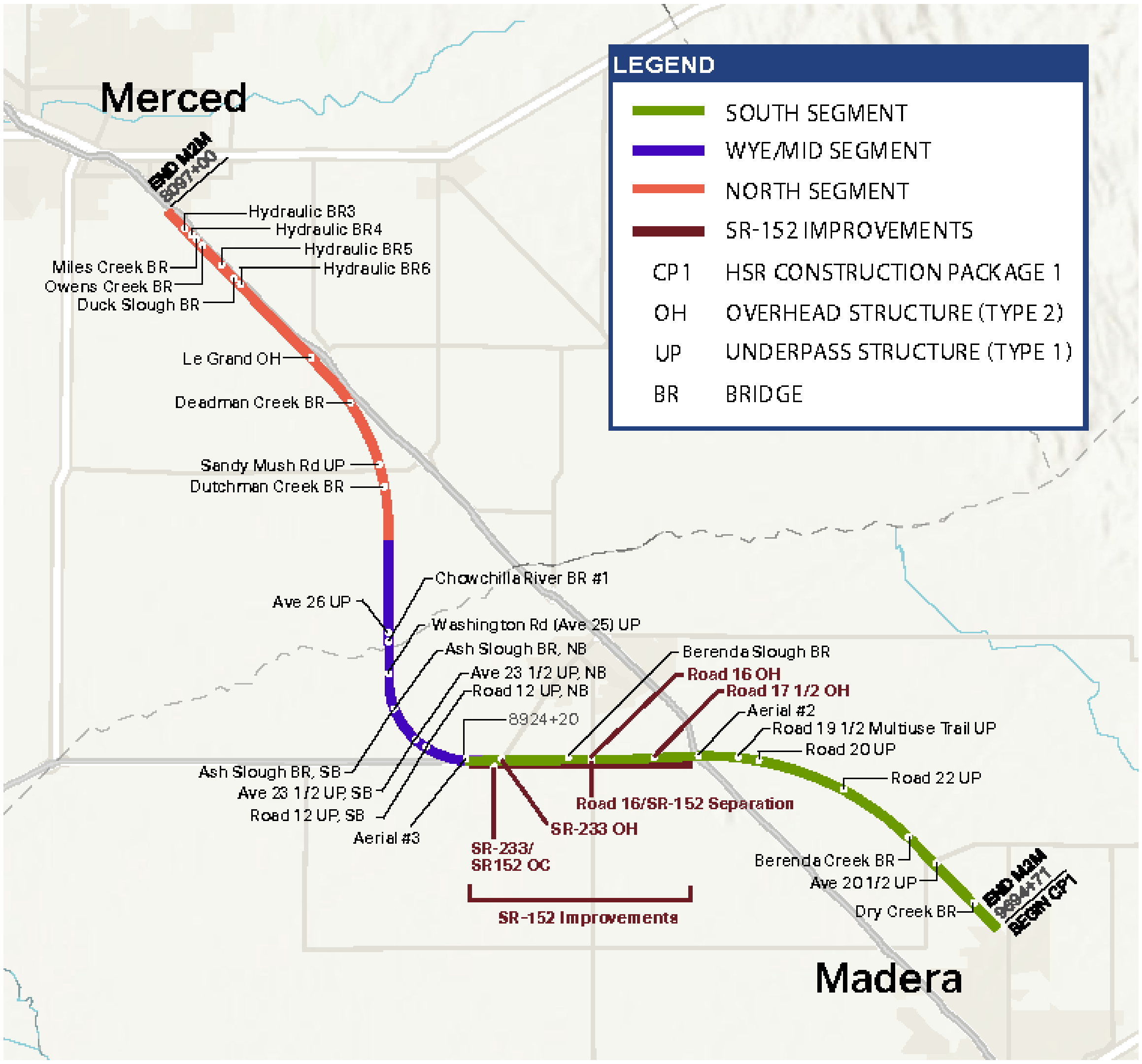

Figure 2: Merced to Madera Civil Works Map

Draft Scope of Work: Merced to Madera Civil Works

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

1. embankment construction and associated drainage;
2. major HSR structures over waterways and roadway crossings;
3. retaining walls, animal crossings, irrigation structures, and local roadway tie-ins;
4. construction staging, access roads, environmental controls, and quality management;
5. procurement of schedule-critical materials and subcontractors;
6. coordination with the Authority, third parties, and interfacing contractors as required for construction authorization, access, and approvals;
7. schedule management, progress reporting, and documentation;
8. compliance with safety, quality, and environmental requirements; and
9. proactive management of risks affecting cost, schedule, and performance.

The Contract may include options for additional work that may be exercised at the Authority's discretion. One such option is construction of the SR152 Roadwork, consisting generally of the Caltrans SR 152 partial alignment shift and reconfiguration of its intersections with SR 233, Road 16, and Road 17½. The general area of this work is at the northwestern end of the South Segment. The SR152 Roadwork will be designed by others. Under this Contract, only construction of that work would be included.

The proposed grade separation with tight diamond interchange replaces:

1. the existing SR152 / SR233 partial cloverleaf grade separation; and
2. the existing SR152 / Road 16 two-way stop-controlled at-grade intersection.
3. The proposed SR152 / Road 17½ overhead replaces the existing SR152 / Road 17½ two-way stop-controlled at-grade intersection.

Because the proposed HSR guideway closes direct access to SR152 from several north-south local roads within the project limits, cul-de-sacs are proposed at the affected local roads.

The Contractor shall coordinate with all Interfacing Contractors and the Authority, including participation in design coordination meetings, construction coordination meetings, and interdisciplinary technical meetings, as applicable to the civil Work and its interfaces with adjacent contracts and third-party facilities.

The Contractor shall coordinate and cooperate with the Authority and other Interfacing Contractors, and perform obligations related thereto, in accordance with the governance structures and procedures set forth in the Authority's Governance Framework.

The scope of work does not include:

1. Construction of track work (i.e. ballasted and/or non-ballasted section) or permanent drainage at track level;
2. Passenger stations;
3. Geotechnical investigations;
4. Third-party utility design and relocations;
5. Right-of-way engineering, negotiations, and acquisition;
6. Sound walls; and
7. Systems work (i.e., Overhead Catenary System poles, foundations, and wires; Traction Power Facilities; Automatic Train Control; communications facilities, etc.).

Note that right-of-way engineering, negotiations, and acquisition services are excluded from the scope of work. More definitive right-of-way availability and access information will be provided to the Contractor prior to Notice to Proceed.

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

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

1. AECOM-Fluor Joint Venture
2. AECOM Technical Services, Inc.
3. Bluebird Advisors
4. Cordoba Corporation
5. Fluor Enterprises, Inc
6. KPMG LLP
7. Network Rail Consulting
8. Nossaman LLP
9. Rutan & Tucker

Exhibit C: Forms

Form A: Transmittal Letter
Form B: Offeror's SOQ/Proposal Manager
Form C: Identification of Offeror Team Members
Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors
Form E: Past Performance Certification
Form F: Organizational Conflicts of Interest Disclosure Statement
Form G: Small Business Program Goals Commitment Certification
Form H: Past Projects
Form I: Project Owner References
Form J: Key Personnel References
Form K: Past Performance Questionnaire

Form A: Transmittal Letter

Offeror: ______________________________________

SOQ Date: ______________________________________

Emily Morrison

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

Dear Ms. Morrison:

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

No. HSR2616] dated as of ___________________________, 20 ___ (the "RFQ"), issued by the California High-Speed Rail Authority (the "Authority") for the Merced to Madera Civil Works Project, as described in the RFQ.

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

Volume 1: Transmittal Letter (Form A), General Offeror Information (Form B through Form F), Surety Letter, Past Projects (Form H), Project Owner References (Form J), Key Personnel Resumes and Express Commitment Regarding Key Personnel, Small Business Program Goals Commitment (Form G);

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

Volume 3: Executive Summary and Technical Response.

Offeror acknowledges receipt, understanding, and full consideration of all materials posted on Cal eProcure and the Authority's website.

Offeror acknowledges receipt of the following addenda to the RFQ:

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

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

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

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

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

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

Offeror's business address:

No.	Street			Floor or Suite
City		State or Province	ZIP or Postal Code	Country

State or Country of Incorporation/Formation/Organization: ______________________

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

Form B: Offeror's SOQ/Proposal Manager

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
Merced to Madera Civil Works Project
RFQ No: HSR 26-16

Name of Offeror:

____

Offeror's SOQ/Proposal Manager

Name: ____

Title: ____

Firm/Company: ____

Address: ____

Telephone No.: ________________________ Fax No.: ______________

Email address: ____

Note: Any substitution of Offeror's SOQ/Proposal Manager shall be made in writing to the Authority.

Form C: Identification of Offeror Team Members

Offeror: ____________________

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

Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors

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

Offeror Name: ______________________________

Complete Legal Name of Entity: ______________________________

Entity Role (i.e., Offeror, Equity Member, Lead Designer, Lead Contractor, Guarantor): ______________________________

Name of Official Representative: ______________________________

Title of Official Representative: ______________________________

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

Year Established: ______________ Federal Tax ID No.: ______________

Individual Contact: ______________ Telephone No.: ______________

Individual's Title: ______________ Fax No.: ______________

Individual's Email Address: ______________________________

Business Organization (check one):

☐ Corporation
(If yes, then indicate State and Year of Incorporation): ______________

☐ Partnership

☐ Joint Venture

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

☐ Other
(describe): ______________________________

Business Name: ______________________________

Business Address: ______________________________

Headquarters: ______________________________

Office Performing the Work: ______________________________

Contact Telephone Number: ______________________________

Number of employees: ____________________ Year established: ________________

☐ Yes ☐ No Has the firm[1], or have you as a sole proprietor, ever filed bankruptcy or defaulted on any debts? If yes, please explain:

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

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

1. Small Business Status

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

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

   Date certified: ______________________

   Application submitted to OSDS on: ______________________

   Is the firm certified as a Small Business by any other governmental entity, or have you applied for certification?

   ☐ Yes ☐ No

   If yes, identify the governmental entity and list the firm's certification number:

   ____

   Date certified: ____

   Application submitted on: ____

2. Disabled Veteran Business Status

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

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

   Date certified: ____

   Application submitted on: ____

3. Disadvantaged Business Enterprise

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

   ☐ Yes ☐ No

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

   Certifying Agency Name: ____

   Date certified: ____

   Application submitted on: ____

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

☐ Yes ☐ No

If yes, please explain:

5. Have any banks refused to lend to the firm in the last two years?

☐ Yes ☐ No

If yes, please explain:

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

______________________________ ______________

Signature Date

____

Printed Name

____

Title

____

Firm/Company Name

____

Offeror Name

Form E: Past Performance Certification

Complete a separate Form E for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor and each Guarantor identified in Form D (Identification of Offeror Team Members). Please make additional copies of this form as needed.

Name of Firm: ________________________________

1. Within the past 10 years, has the firm[2] or any affiliate[3] ever failed to complete any work it agreed to perform, and/or had a contract terminated?

   ☐ Yes ☐ No

   If yes, please explain, provide information concerning any such work completed by a surety, and provide owner contact information including telephone numbers:

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

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

2. Is any litigation pending by a project owner against the firm or any affiliate, including cross-claims?

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

   If yes, please explain:

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

   ☐ Yes ☐ No

   If yes, please explain:

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

   ☐ Yes ☐ No

   If yes, please explain:

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

☐ Yes ☐ No

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

7. Is the firm currently asserting against any public agency any construction claim(s) in excess of $1,000,000, or has it made any such claim(s) against any public agency during the past two years, or have any such claims been taken to arbitration or litigation during the past 10 years? For purposes of this question, the term “claim” shall include each separate demand for payment of money or damages arising from work done by or on behalf of the contractor in connection with a public works contract, which was disputed by the public agency, even though the agency may have ultimately agreed to make payment.

   ☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

11. Has any construction project performed or managed by the firm been subject to citations from a government or oversight agency for repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years? If yes, describe.

☐ Yes ☐ No

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

12. Has any serious or willful violation of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596), been settled against the firm within the past 10 years?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

Authorization and Certification

I hereby authorize the California High-Speed Rail Authority to make any inquiries necessary to verify the information I have presented in this Form E and attachments and obtain any financial information necessary to evaluate my organization's capability to supply the necessary financial support to the proposed project.

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this RFQ.

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

____________________________________ ________________
Signature Date

____
Printed Name

____
Title

____
Firm/Company Name

____
Offeror Name

Form F: Organizational Conflicts of Interest Disclosure Statement

Complete a separate Form F for each unique member of the Offeror Team, as identified in Form C.

Definition

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

Organizational Conflict of Interest means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (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 Offeror or Offeror 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.

Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team, including Offeror, team members, and all Subcontractors identified at the time of the submittal of the SOQ, and their respective personnel, which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ. If none exist, state “Not Applicable” in the spaces below.

Explanation

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

Certification/Declaration

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

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

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

______________________________ ________________

Signature of Executive Date

____

Printed Name

____

Title

____

Firm/Company Name

____

Offeror Name

Form G: Small Business Program Goals Commitment Certification

The ____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)

is aware that California High-Speed Rail Authority (Authority) has established a Small Business goal of 25 percent for Small Business utilization, inclusive of a 3 percent goal for Microbusiness utilization, on the state portion of the contract; a separate 10 percent goal for Disadvantaged Business Enterprise utilization, which will be applied across the total contract value; and a separate 3 percent goal for Disabled Veteran Business Enterprise utilization, which will be applied across the total contract value. These goals are in conformance with Executive Order S-02-06, title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of title VI, Government Code §§ 4532-4535, 11148.5, 12098.4, and 14835-14847, and Military and Veterans Code section 999, as set forth in the Authority's HSR Small Business Program Plan.

____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)

will take all practical actions necessary to meet or exceed the 25 percent Small Business goal, inclusive of a 3 percent Microbusiness goal, as well as the separate 3 percent DVBE goal, as described above, and use good faith efforts to reach the 10 percent race-neutral goal for DBE participation.

____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)
shall submit the required reports to delineate the goal attainment.

Certification

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

______________________________ ____________________
Signature Date

____
Printed Name

____
Title

____
Firm/Company Name

____
Offeror Name

Form H: Past Projects

Provide the following information for each of the reference projects identified in response to Part B, section a, "Past Performance." For projects in which more than one of the Offeror Team members were involved, Offeror may provide a single Form H. Please make additional copies of this Form as needed.

Name of Firm(s): ______________________________

Project Name: ______________________________

Project Location: ______________________________

Date of Project Performance: ______________________________

Project Owner: ______________________________

Offeror's Contract Value: ______________________________

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

Project Delivery Method:

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

Was this a United States federally funded project? ☐ Yes ☐ No

Percentage of work or services performed on the above referenced project: __________

Project Owner Representative Contact Information:
Name: ______________________________
Telephone Number: ______________________________
Email Address: ______________________________

Project Owner Additional Contact Information - 1
Name: ______________________________
Telephone Number: ______________________________
Email Address: ______________________________

Project Owner Additional Contact Information - 2
Name: ______________________________
Telephone Number: ______________________________

Email Address: ____________________

Project Owner Additional Contact Information - 3
Name:
Telephone Number:
Email Address:

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

Summary description of project schedule completion deadlines versus actual completion dates on the above referenced project, including ability to meet schedule targets:

Describe overall requirements and performance as it pertains to budget, changes, claims, quality, safety, and environmental compliance (mitigation, monitoring, and reporting) and integration for the above referenced project, including ability to minimize claims, change orders, and/or disputes, and to meet cost targets:

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

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

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

_______________________________ _______________
Signature Date

____
Printed Name

____
Title

____
Firm/Company Name

____
Offeror Name

Form I: Project Owner References

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

The Authority is selecting a design-build team for a design-build contract for a new high-speed system in California. Major work elements of the Project include construction of at-grade and above grade high-speed rail alignment.

TO BE COMPLETED BY OFFEROR

Project Name and Location: ______________________

Project Owner: ______________________

Offeror Team: ______________________

Firm Name: ______________________

TO BE COMPLETED BY PROJECT OWNER

Owner's Representative: ______________________

Contact Title: ______________________

Phone Number: ______________________

Email Address: ______________________

Dates of project performance: ______________________

Type of project: ______________________

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

Firm’s Role on Project: ______________________________

Percent of work actually performed by such entity: ______________________

Brief description of the Firm’s experience, competency and performance on the above referenced project including your satisfaction with the schedule/timely delivery, quality, innovation and cost of the work as well as any claims or liquidated damages (use additional pages as necessary):

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

Signature Date

Printed Name

Title

Firm/Company Name

Offeror Name

Form J: Key Personnel References

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

Summary of Key Personnel Team Member Information:

Offeror Team: ______________________________

Name of Individual: ______________________________

Project Role: ______________________________

Years of Relevant Project Experience: ______________________________

Key Personnel Project Reference Contact Information:

Project Name: ______________________________

Project Owner: ______________________________

Project Location: ______________________________

Project Performance Dates: ______________ to ______________

Project Construction Value: ______________________________

Project Reference Name: ______________________________

Project Reference Title: ______________________________

Project Reference Telephone: ______________________________

Project Reference Email: ______________________________

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

Form K: Past Performance Questionnaire

Instructions:

A. All certifications shall be provided for each Equity Member, Lead Contractor, Lead Designer, and any Guarantor (each a “Covered Entity”).

B. References to a Covered Entity include the relevant experience of such Covered Entity, as well as any Affiliate of such Covered Entity, and any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).

C. The certifications in this Form K that are required in respect of Affiliates are limited to Affiliates that have engaged in business or investments in North America during the past 10 years.

D. Covered Entities are not required to include responses that are restricted from disclosure under any applicable Law.

Questions:

(1) Has the Covered Entity or any Affiliate (or any current officer, director or employee of either) been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, please explain:

(2) Has the Covered Entity or any Affiliate (or any current officer or director of either) been indicted or convicted of any other felony or serious misdemeanor within the past ten (10) years (measured from the date of issuance of this RFQ)?
If yes, please explain:

(3) Has the Covered Entity or any Affiliate ever sought protection through receivership or under any provision of any bankruptcy act within the past ten (10) years (measured from the date of issuance of this RFQ)?
If yes, please explain:

(4) Has the Covered Entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, please explain:

(5) Has the Covered Entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

If yes, please explain, including the result of the inquiry:

(6) Has any project performed or managed by the Covered Entity or, to the knowledge of the undersigned, any Affiliate, involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years (measured from the date of issuance of this RFQ)?

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

(7) Has the Covered Entity or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et. seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

If yes, please explain:

(8) Has the Covered Entity or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Office of Labor Commissioner, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain:

(9) With respect to each of Questions 1-8 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc., currently pending against the Covered Entity or any Affiliate that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-8 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain and submit the information requested as to such similar items set out in Questions 1-8 above

(10) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any violation by the Covered Entity or any Affiliate of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, including alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against the Covered Entity or any Affiliate?

If yes, please explain:

(11) In the past five (5) years (measured from the date of issuance of this RFQ), have there been any citations, assessed penalties or settlements against the Covered Entity or any Affiliate for any serious, willful or repeat violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

If yes, please explain:

(12) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any instance where the Covered Entity or any Affiliate, or its owners, officers, or managing employees submitted a bid on a public works project, and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder/proposer?

If yes, please provide details identifying the owner and an explanation of the basis for the owner's determination.

(13) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any adverse claim, dispute, or lawsuit between the owner of a public works project (or any higher-tier contractor, project company, concessionaire, developer or the equivalent) and the Covered Entity or any Affiliate (including to the extent settled prior to completion of the proceeding) in which the claim, settlement, or judgment exceeded five hundred thousand dollars ($500,000) (excluding matters that were processed under a customary change order process under the terms of a contract)?

If yes, please provide details identifying all such projects by owner and include owner's contact details, and all other information necessary to fully explain the circumstances surrounding the claim, dispute, lawsuit, or settlement, and the outcome.

(14) In the past ten (10) years (measured from the date of issuance of this RFQ), have there been change orders in excess of 20% of the contract value (at project award) on any contract between the owner and the Covered Entity or any Affiliate that were initiated by the Covered Entity or Affiliate (whether or not such change orders were processed under a customary process under the terms of a contract) for contracts in excess of one hundred million dollars ($100,000,000) in value?

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of completion of the project, dollar amount of contractor-initiated changes and all other information necessary to fully explain these change orders:

(15) In the past five (5) years (measured from the date of issuance of this RFQ), has the Covered Entity or any Affiliate had liquidated damages assessed against it during or after completion of a contract in an amount in excess of two hundred-fifty thousand dollars ($250,000)?

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of completion of the project, dollar amount of liquidated damages assessed, and all other information necessary to fully explain the rationale for project delays or others grounds for liquidated damages assessment:

(16) In the past ten (10) years (measured from the date of issuance of this RFQ), has a surety or any Affiliate completed a contract on the Covered Entity's behalf or paid for completion, either because the Covered Entity or any Affiliate determined to terminate its involvement in a project for any reason, or was terminated by the project owner?

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of termination, and all other information necessary to fully explain the relevant occurrences:

(17) In the past five (5) years (measured from the date of issuance of this RFQ), has the Covered Entity or any Affiliate been terminated, had an owner decline to enter into an implementation agreement (or its equivalent), or had an owner exercise an "off-ramp," re-procure option, or enter into an implementation agreement with another entity (or equivalent circumstance) at the conclusion of the first phase of a progressive or other collaborative delivery due to failure to meet a price or schedule target, or otherwise fail to agree to the terms of such definitive agreement following a pre-development (or equivalent) period.

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of initiation of the project, and all other information necessary to fully explain circumstances surrounding the failure to proceed:

(18) In the past ten (10) years (measured from the date of issuance of this RFQ), has a surety made payments on behalf of the Covered Entity of any Affiliate under any payment bond? *If yes, please provide details identifying all such projects by owner and include owner's contact details, and all other information necessary to fully explain the relevant occurrences:*

(19) In the past ten (10) years (measured from the date of issuance of this RFQ), has the Covered Entity or any Affiliate had a contract terminated for cause or convenience, or received a written waiver of another party's right to terminate a contract for cause?

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of termination or waiver, and all other information necessary to fully explain the relevant occurrences:

(20) In the past ten (10) years (measured from the date of issuance of this RFQ), has there been any instance involving any projects or contracts with a value in excess of one hundred million dollars ($100,000,000) in relation to which the Covered Entity or any Affiliate was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding, or any other dispute resolution proceeding, or otherwise acknowledged in writing to be liable for a material breach of contract?

If yes, please provide details identifying all such projects by owner and include owner's contact details, and all other information necessary to fully explain the relevant occurrences:

(21) In the past five (5) years (measured from the date of issuance of this RFQ), has a surety or any Affiliate terminated a major subcontractor or dissolved a joint venture following award of a public works project but prior to its completion?

If yes, please provide details indicating the project(s), the major subcontractor or joint venture that was terminated and describe the basis for this action:

(22) In the past five (5) years (measured from the date of issuance of this RFQ), has the Covered Entity or any Affiliate been issued any notice of default or notice to cure under by the owner of a public works project?

If yes, please provide details identifying all such projects by owner and include owner's contact details, the date of completion of the project, and all other information necessary to fully explain circumstances surrounding the default, any cure, and the outcome:

(23) In the past five (5) years (measured from the date of issuance of this RFQ), has the Covered Entity or any Affiliate removed a key personnel from a project, or had a key personnel removed by the owner of a public works project, for performance issues?

If yes, please explain:

(24) In the past five (5) years (measured from the date of issuance of this RFQ), has the Covered Entity had any license, credential, or registration revoked or suspended?

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto:

Signature

Date

Printed Name

Printed Title

Representing