California High-Speed Rail Project

Request for Qualifications for Design-Build Contract for Construction Package 2 - 3

RFQ No.: HSR13-57

ADDENDUM 2

Table of Contents

PART A. BACKGROUND AND INSTRUCTIONS 1
1.0 INTRODUCTION 1
2.0 DEFINITIONS 1
3.0 PROJECT OVERVIEW 4
3.1 General Description of the Project 4
3.2 Environmental Status 4
3.3 Project Funding 5
3.4 Federal Requirements 5
3.5 Small Business /Disadvantaged Business Enterprises 5
3.5.1 Small and Disadvantaged Enterprise Policy 5
3.5.2 Disadvantaged Business Enterprises 6
3.6 Community Benefits Agreement 6
3.7 Federal On-the-Job Training Participation Goal 6
3.8 U.S. Department of Labor – Office of Federal Contract Compliance Program 6
3.9 Equal Employment Opportunity and Nondiscrimination 7
3.10 Liability, Insurance and Security 7
4.0 RFQ PHASE OF PROCUREMENT PROCESS 7
4.1 Procurement Schedule 7
4.2 Addenda; BidSync 8
4.3 Authority's Designated Point-of-Contact 8
4.4 Questions and Requests for Clarification 8
4.5 Changes in Offeror Organization 9
4.6 Payment for Work Product 9
5.0 SOQ CONTENT AND SUBMITTAL REQUIREMENTS 9
5.1 General 9
5.2 Contents and Organization 9
5.3 Format 10
5.4 SOQ Submittal Requirements 11
6.0 EVALUATION PROCESS 11
6.1 Responsiveness 12
6.2 Financial Capability 12
6.3 Pass/Fail Review 13
6.4 Technical Evaluation 13
6.4.1 Past Performance 14
6.4.2 Design-Build Team 15
6.4.3 Project Understanding 16
6.5 SOQ Evaluation Procedure 16

ADDENDUM 2

7.0 COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST 17
7.1 Improper Communications and Contacts 17
7.2 Confidentiality 18
7.3 Organizational Conflicts of Interest 19
8.0 PROTEST PROCEDURES 20
8.1 Applicability 20
8.2 Required Early Communication for Certain Protests 20
8.3 Deadlines for Protests 21
8.4 Content of Protest 21
8.5 Filing of Protest 21
8.6 Comments from other Offerors 21
8.7 Burden of Proof 22
8.8 Decision on Protest 22
8.9 Limitation on the Authority's Liability 22
8.10 Rights and Obligations of Offerors 22
9.0 AUTHORITY RESERVED RIGHTS 22
PART B. QUALIFICATIONS STATEMENT 1
Volume 1 General Criteria 3
Section A. General 3
Section B. Surety Letter 4
Section C. Project Experience 4
Section D. Key Personnel 4
Volume 2 Financial Statements, Material Changes and Off-Balance Sheet Criteria 6
Section A. Financial Statements and Credit Ratings 6
Section B. Material Changes in Financial Condition 7
Section C. Guarantor Letter of Support 9
Section D. Off-Balance Sheet Liabilities 9
Volume 3 Executive Summary and Technical Response 10
Section A. Executive Summary 10
Section B. Technical Response 10
PART C. EXHIBITS 1
Exhibit A: Description of the Project and Work 2
Exhibit B: Verification and Validation 6
Exhibit C: Firms Subject to Offeror Ex Parte Communications Prohibition during Solicitation 9
Exhibit D: Forms 12
Form A: Transmittal Letter
Form B: Offeror's RFQ/Proposal Manager
Form C: Identification of Offeror Team Members
Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor

ADDENDUM 2

and Guarantors
Form E: Past Performance Certification
Form F: Organizational Conflicts of Interest Disclosure Statement
Form G: Overall Project Small Business Goal Commitment Affidavit
Form H: Past Projects
Form I: Project Owner References
Form J: Key Personnel References

List of Figures

Figure 1: Construction Packages 2-3 Limit of Work Map

List of Tables

Table 1: Procurement Schedule 8
Table 2: Technical Evaluation Criteria and Weighting 14

ADDENDUM 2

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. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The System's First Construction Segment (FCS) is located in California's Central Valley. The Authority awarded a contract for design and construction of Construction Package 1, the first 30 miles of the FCS, in June 2013. Construction Package 2-3 consists of approximately the next 60 linear miles of civil works. Successful completion of the FCS represents the first step toward delivery of the System.

In accordance with Section 185036 of the California Public Utilities Code, the Authority hereby requests Statements of Qualifications (SOQs) from firms and teams capable of providing design-build services (Offerors) for the development of Construction Package 2-3 of the FCS. The Authority will evaluate the SOQs it receives in response to this Request for Qualifications No. HSR13-57 (RFQ) according to criteria set forth herein, and will establish a shortlist of the most highly qualified Offerors. Offerors shortlisted in response to this RFQ will be invited to submit detailed proposals (Proposals) in response to a Request for Proposals (RFP). The Authority anticipates selecting a Proposer whose Proposal offers the best value to the Authority and the State for award of a design-build contract.

By submitting an SOQ, Offerors agree to be bound by and meet all of 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

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

- **Authority** – California High-Speed Rail Authority
- **Authority Board** – California High-Speed Rail Authority Board of Directors
- **Business day** – Monday through Friday, except for federal or State holidays, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time
- **Contractor** – The firm or other entity, if any, awarded a design-build contract by the

ADDENDUM 2

Authority for the Project after the procurement process is completed.

- **Day** – Calendar day
- **Disadvantaged Business Enterprise (DBE)** – A for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and has been certified as disadvantaged in accordance with 49 CFR Part 26.
- **Disabled Veteran Business Enterprise (DVBE)** – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.
- **Equity Member** – A member of the Offeror Team that is:
  a. If the Offeror is a joint venture or partnership, any joint venture member or general partner thereof,
  b. If the Offeror is or will be a newly formed limited liability entity, an equity owner of the Offeror, or
  c. If the Offeror is a corporation or other entity that is not newly formed, the Offeror.
- **Grant/Cooperative Agreements** – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00 between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.
- **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 a Project.
- **Licensed 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.).
- **Microbusiness (MB)** – A for-profit small business concern with gross annual receipts of less than $3,500,000 or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California

ADDENDUM 2

Department of General Services.

- **Offeror** – A Person that 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 (Gov. Code section 6250 et seq.), the Bagley-Keene Open Meeting Act (Gov. Code Section 11120 et seq.), and the Freedom of Information Act (FOIA) (5 U.S.C. Section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable Federal open records laws.
- **Person** – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority
- **Project** – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare. Also, sometimes referred to as Construction Package 2-3 or CP 2-3.
- **Proposer** – An Offeror that is shortlisted by the Authority following evaluation of the Statements of Qualifications submitted in response to this Request for Qualifications.
- **Public Records Act** – The California Public Records Act, Government Code Section 6250 et seq.
- **Small Business –** A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in USDOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

  a. For USDOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b). Certified SB firms participating in USDOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a USDOT-assisted contract.

  b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

- **State –** The State of California

ADDENDUM 2

- **Subcontractor –** Defined as follows:
  a. 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, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
  b. After award of the design-build contract, any Person with whom the Contractor has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.
- **Work** – All of the work required under the design-build contract, including all administrative, 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 Contractor.

3.0 PROJECT OVERVIEW

3.1 General Description of the Project

The following is a general description of the Project:

- Located within the counties of Fresno, Tulare, and Kings and the cities of Hanford, Corcoran, and Allensworth
- Bounded by E. American Avenue to the north and approximately one mile north of the Tulare/Kern County Line to the south
- Major work elements include construction of at-grade, aerial and possible below grade sections of high-speed train alignment
- The estimated cost of this Project is between $1.5 and $2 billion

A more detailed description of the anticipated scope of work for the Project and additional Project information is provided in Exhibit A. Additional information is available for review on the Project Webpage:

http://www.hsr.ca.gov/Programs/Construction/Design_Build_Construction_Pkg_2_3/index.html

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

3.2 Environmental Status

Construction Package 2-3 is included in the project scope addressed in the Fresno to Bakersfield HSR Project Draft Environmental Impact Report/Environmental Impact Statement (DEIR/EIS), which was released for public review and comment on August 12, 2011. In response to public input, the Authority and the Federal Railroad Administration (FRA) prepared a Fresno to Bakersfield HSR Project Revised Draft EIR/Supplemental Draft EIS (RDEIR/SDEIS), which was released for additional public comment on July 20, 2012. The comment period for the RDEIR/SDEIS closed on October 20, 2012. The Authority and FRA

ADDENDUM 2

received additional comments on the RDEIR/SDEIS and continue to coordinate with local and regional stakeholders. The Authority and FRA intend to release the Fresno to Bakersfield Final EIR/EIS in the winter of 2013-2014. Authority Board certification of the Final EIR/EIS and issuance of a Notice of Determination and Record of Decision by the Authority and FRA, respectively, is anticipated to occur in early 2014.

Offerors are advised that it is possible that the environmental process will result in the selection of a no-build alternative or an alignment that differs from the options identified in the RDEIR/SDEIS. Nothing contained in this RFQ is intended to modify, limit or otherwise constrain the environmental process or commit the Authority or any other entity to undertake any action with respect to any Project, including the procurement of a Contractor or the design and construction of Construction Package 2-3.

3.3 Project Funding

The Authority intends to fund the Project with State and Federal funding, including funds provided by FRA and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA).

The Authority is subject to FRA oversight as a recipient of federal transportation grants. The Authority will submit quarterly budget and schedule reports to FRA, will coordinate with the FRA through regularly scheduled monthly meetings, and will otherwise work closely with FRA in order to meet all FRA requirements.

3.4 Federal Requirements

Since the Project will receive federal funding, including ARRA funds, the procurement documents and any design-build contract awarded by the Authority shall be subject to the requirements of applicable federal law, federal regulations, and conditions in the Grant/Cooperative Agreements. The Authority reserves the right to modify this procurement to address any concerns, conditions, or requirements of the funding agencies, including FRA. The full Grant/Cooperative Agreements, including additional requirements are available for review on the Authority's website at:

http://www.hsr.ca.gov/About/Funding_Finance/funding_agreements.html

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

3.5 Small Business /Disadvantaged Business Enterprises

3.5.1 Small and Disadvantaged Enterprise Policy

The Authority is committed to small business playing a major role in building the statewide high-speed rail project. The Authority's Small Business Program includes an aggressive 30 percent

ADDENDUM 2

goal for small business participation that is described in the Authority's Small and Disadvantaged Enterprise (SB/DBE) Policy (Policy). The Contractor will be required to comply with the Authority's Policy, which includes in the overall 30 percent goal for Small Business (SB) utilization, a ten percent goal for Disadvantaged Business Enterprises (DBE) and three percent goal for Disabled Veteran Business Enterprises (DVBE).

The SB/DBE Policy was established in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes. The Authority's SB/DBE Program requirements, including the SB Performance Plan goals, SB utilization reporting, substitution/termination processes, prompt payment provisions, recognized SB roster of certifying agencies and other performance related factors, are included in the Authority's SB/DBE Enterprise Program – August 2012, which is available on the Authority's Small Business resource webpage below:

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

3.5.2 Disadvantaged Business Enterprises

In carrying out the Project, the Authority encourages Offerors to utilize small business concerns owned and controlled by DBEs.

The Contractor will be required to carry out the best practices requirements of 49 CFR Part 26, as described in the Authority's SB/DBE Program Plan, in the award and administration of an FRA assisted contract.

3.6 Community Benefits Agreement

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

http://www.hsr.ca.gov/Programs/Construction/community_benefits_agreement.html

3.7 Federal On-the-Job Training Participation Goal

The Project is subject to Federal On-the-Job (OJT) Training Participation provisions as set forth in Title 41 CFR Part 60, sections 1-999 and Presidential Executive Order 11246.

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

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

ADDENDUM 2

3.9 Equal Employment Opportunity and Nondiscrimination

The Contractor will be required to follow State and Federal Equal Employment Opportunity (EEO) and Nondiscrimination laws and regulations.

The Contractor shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The Contractor shall ensure that employees are treated during their employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. Actions covered by these laws and regulations shall include, but are not limited to, the following:

- Employment, upgrading, demotion, or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship

3.10 Liability, Insurance and Security

The Authority anticipates that the Contractor will be required to assume liabilities, to provide performance and payment bonds and insurance coverage, and to 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**.**

4.0 RFQ PHASE OF PROCUREMENT PROCESS

4.1 Procurement Schedule

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

ADDENDUM 2

Table 1: Procurement Schedule

Event	Date
Issue Request for Qualifications	October 9, 2013
Industry Forum/Conference	October 28, 2013 1:00 p.m. Pacific Time Secretary of State Auditorium 1500 11th Street Sacramento, CA 95814
Deadline for questions regarding the RFQ	November 15, 2013
Questions relating to any addendum issued after November 12, 2013	Three business days after addendum issuance
SOQ Due Date	December 13, 2013, 3:00 p.m. Pacific Time

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

4.2 Addenda; BidSync

The Authority reserves the right to revise this RFQ by issuing addenda to the RFQ at any time before the SOQ Due Date. This RFQ and associated addenda will be made available via the web-based application, BidSync and posted to the Project Webpage. To access BidSync and receive notifications regarding this RFQ, Offeror must register a profile using the BidSync website (www.bidsync.com).

Offerors are responsible for monitoring BidSync and the Project Webpage for information concerning this procurement, and will be required to acknowledge in Form A that they have received and reviewed all materials posted thereon.

4.3 Authority's Designated Point-of-Contact

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

Rebecca Harnagel, P.E.
Program Management Department
California High-Speed Rail Authority
Address: 770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 324-1541
Email: CP23@hsr.ca.gov

4.4 Questions and Requests for Clarification

In order to facilitate receipt, processing, and response, Offerors must submit all questions and requests for clarification in writing via BidSync (www.bidsync.com).

ADDENDUM 2

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 dates set forth in Table 1 of Part A.4.1. The Authority will post responses to those questions of general application and requests for clarifications on BidSync.

4.5 Changes in Offeror Organization

In order for an Offeror to remain qualified to submit a Proposal after it has been shortlisted, 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 meets the RFQ criteria. The Offeror shall submit an original and 10 copies of each request package. The Authority is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

4.6 Payment for Work Product

The Authority anticipates that the RFP will allow Proposers the opportunity to enter into an agreement that will provide for payment for work product to each unsuccessful Proposer who submits a responsive Proposal in accordance with the RFP. Specific provisions regarding payment of the stipulated amount will be included in the RFP. There will be no offer of payment to Offerors who are not shortlisted.

5.0 SOQ CONTENT AND SUBMITTAL REQUIREMENTS

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

5.2 Contents and Organization

Offerors must organize their SOQs in the order set forth in Part B of this RFQ. If an Offeror elects to include material in addition to the information specifically requested, the Offeror shall

ADDENDUM 2

append that material to the end of Volume 3. Any additional material in Volume 3 is subject to the page limitation. Each volume may be subdivided as needed.

5.3 Format

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

a. Number of Copies – Each responding Offeror shall submit:

   i. One original and 10 written copies (for a total of 11) each of Volumes 1 and 3 of its SOQ.

   ii. One original and 3 written copies (for a total of 4) of Volume 2 of its SOQ.

   iii. Each Volume shall be provided in a separate 3 ring binder (for a total of 26 binders).

   iv. Each original must be clearly marked "Original" on its face and spine.

   v. Each copy must be numbered 1 through 10 or 1 through 3, as applicable per volume number, on its spine.

   vi. The Offeror's name and volume number must also be clearly marked on the spine.

b. Electronic Information – In addition to the written copies, each responding Offeror shall include 1 digital copy of Volumes 1 and 3 in a read-only format on a CD-ROM. Offerors shall also include a separate CD-ROM containing the following for Volume 2:

   i. 1 electronic copy in PDF format of all financial statements and

   ii. 1 electronic copy in Microsoft Excel format of all financial statements for the Offeror, each Equity Member, and each Guarantor.

   The CD-ROMs shall be included with the SOQ in a sealed package separate from the set of binders.

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

   i. Submittals must be prepared on Letter sized, 8-1/2" x 11", white paper.

   ii. 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.

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

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

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

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

   i. The Executive Summary shall not exceed 4 pages.

ADDENDUM 2

ii. The Technical Response shall not exceed 50 pages in length, including any 11” x 17” pages.

iii. Each printed side shall be considered 1 page.

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

v. 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.

f. All letters and forms shall be signed with wet signatures in blue ink. The wet signature letter and forms will be provided in the original sets with scanned PDF versions of the same in the written copy sets. Electronic signatures are not acceptable.

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

5.4 SOQ Submittal Requirements

All packages constituting the SOQ shall be individually labeled as follows:

Response to the
Request for Qualifications for
Design-Build Contract for
Construction Package: 2 - 3
RFQ No.: HSR13-57

SOQs shall be delivered by hand or courier to the Authority’s Designated Point-of-Contact at the address set forth in Part A.4.3.

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

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

SOQs will be accepted and must be received by Authority during normal business hours by the SOQ Due Date and time specified in Table 1 of Part A.4.1. Any SOQs received after that date and time will be rejected and returned to the sending party unopened.

Offerors are solely responsible for assuring that the Authority receives their SOQs by the specified delivery date and time at the address listed above in Part A.4.3. 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.

6.0 EVALUATION PROCESS

The Authority intends to use a two-step best value procurement process to select a Contractor to deliver the Project. In the first phase, the Authority will evaluate the SOQs it receives in

ADDENDUM 2

response to this RFQ and, following the process described herein, establish a shortlist of Offerors. In the second phase, the shortlisted Offerors will be invited to submit detailed Proposals in response to an RFP. Authority anticipates selecting the Proposer whose Proposal offers the best value to the Authority and the State for award of a design-build contract.

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.

6.1 Responsiveness

Each SOQ will be evaluated for:

a. Conformance to the RFQ instructions regarding organization and format and

b. 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, in order 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:

i. The Equity Member, Lead Designer, or Lead Contractor itself;

ii. A controlled subsidiary of such Equity Member, Lead Designer, or Lead Contractor that will have meaningful involvement in the design-build contract performance; or

iii. A parent or sister company of the Equity Member, Lead Designer or Lead Contractor if such company serves as a Guarantor.

6.2 Financial Capability

The capital costs of the Project are relatively large, the Project is a component of an integrated plan for developing the System, and the Project is a component of a larger delivery schedule for the System. Therefore, the Authority seeks Offerors with the financial capability to deliver the Project successfully in order to reduce financial and delivery risks such that the plan and timetable for developing the larger System is not impacted. Additionally, the Authority seeks to reduce the risk related to potential cash flow management issues of the Offeror, including the inability of Subcontractors to bear as much financial risk or bonding capacity as the Offeror.

The Authority will evaluate the financial capacity of the Offeror, Equity Members and Guarantors, if any, based on certain financial metrics including but not limited to size, cash flow, profitability, and liquidity. Financial capability will be evaluated on the extent to which the financial metrics of the Offeror, Equity Members, and Guarantors, as applicable, meet or exceed industry averages.

ADDENDUM 2

6.3 Pass/Fail Review

An Offeror must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively under Part A.6.4. Following or in conjunction with evaluation of each SOQ for responsiveness, the Authority will evaluate each SOQ based upon the following pass/fail criteria:

a. The SOQ contains an original executed Form A, "Transmittal Letter," as required in Section A.1 of Part B, Volume 1.

b. The Offeror or Lead Contractor is capable of obtaining payment and performance bonds in the amount of $2 Billion, from a surety with an A.M. Best's Rating Service classification of "A-XIV" or better as evidenced by a Surety Letter (Part B, Volume 1, Section B).

c. Neither the Offeror nor any other entity that has submitted Form E, as required by this RFQ:

   i. 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

   ii. Is currently disqualified, removed, debarred, or suspended from performing or bidding on work for at least three other states.

d. The Offeror has the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Part B, Volume 2, including a Guarantor Letter of Support as described in Section C of Part B, Volume 2, if necessary. The process for evaluating financial capability is described in more detail in Part A.6.2.

e. The information disclosed in Form E or Form F does not materially adversely affect the Offeror's ability to carry out the Project responsibilities that will be allocated to it should it be selected.

f. The Offeror makes the express, written commitments regarding Key Personnel as required in Section D of Part B, Volume 1.

g. 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.

h. The Offeror makes the express commitment regarding the Overall Project Small Business Goal in Form G.

i. In the preceding 5 years, neither Offeror nor any Offeror Team Member has been convicted of violating a State or federal law respecting the employment of undocumented aliens.

6.4 Technical Evaluation

The qualifications of each Offeror that submits a responsive SOQ passing all of the "pass/fail" qualification requirements set forth above in Part A.6.3 will be evaluated and scored according

ADDENDUM 2

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

Technical Evaluation Criterion	Points
PAST PERFORMANCE	35
• Project Experience (25 points)	
• Past Safety Experience (10 points)	
DESIGN-BUILD TEAM	30
• Organizational and Management Approach (10 points)	
• Key Personnel (20 points)	
PROJECT UNDERSTANDING	35
TOTAL	**100 points**

6.4.1 Past Performance

The Authority seeks Offerors with the design and construction resources and abilities to deliver the Project successfully and safely, as evidenced by success on projects of similar scope and complexity.

6.4.1.1 Project Experience

The Authority has identified past experience with the following project elements, among others, to be relevant to Offeror's ability to deliver the Project successfully:

a. Implementation of complex design requirements for rail infrastructure projects, with experience specifically in high-speed rail design preferred.

b. Schedule management of a large design-build infrastructure project constrained by factors such as right-of-way acquisition, third party coordination, utility relocation, environmental requirements, and seasonal construction windows.

c. Coordination with local regulatory and permitting agencies to secure right-of-entry, permits and environmental compliance

d. Coordination with private stakeholders, railroads, residential and agricultural interests and property owners.

e. Implementation of a rigorous quality management program, with experience in implementation of a verification and validation self-certification program such as that described in Exhibit B is preferred.

ADDENDUM 2

Offeror's project experience will be evaluated on the extent to which it presents relevant and verifiable evidence of good performance on similar projects; including those with the above mentioned elements demonstrating Offeror's qualifications to deliver this Project successfully.

6.4.1.2 Past Safety Experience

The Authority is committed to the safe design and construction of the Project with an objective of achieving zero injuries to workers and the public.

Offeror's past safety experience will be evaluated on the extent to which the Experience Modification Rate (EMR) of the Lead Contractor and the 5-year trend demonstrates Offeror's ability to construct this Project safely.

6.4.2 Design-Build Team

The Authority seeks Offerors that have not only the ability to provide an integrated design and construction organization that promotes constructability, innovation and efficiency of design and construction during all phases of Project implementation, but also Key Personnel that will contribute to the overall success of delivering the Project according to the Authority's expectations.

6.4.2.1 Organization and Management Approach

Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required for the Project demonstrating an integrated organization throughout the design and construction of the Project, and presents clear and logical reporting relationships and functional relationships that incorporate all management and personnel, including the Authority.

6.4.2.2 Key Personnel

Offeror's Key Personnel will be evaluated on the extent to which the qualifications and experience of each individual listed below demonstrates that the Project will be effectively managed:

a. **Project Manager/Director –** This individual will be responsible for the day-to-day activities of the design-build team and the liaison with the Authority's representative. At least 15 years of experience managing the design and construction of major transportation infrastructure projects is preferred.

b. **Design Manager –** This individual will be responsible for all elements of design for the Project including integration of all design disciplines. At least 10 years of recent experience in managing the design of major transportation infrastructure projects is preferred. This individual is required to be a professional engineer licensed in the State of California now or by the time the design-build contract is executed.

ADDENDUM 2

c. **Construction Manager –** This individual is responsible for all elements of construction for the Project. At least 10 years of recent experience in construction of similar transportation infrastructure is preferred.

d. **Quality Manager –** This individual is responsible for ensuring compliance with the quality requirements of the Project and the oversight of all quality control and quality assurance efforts. At least 15 years of construction quality control experience on similar projects is preferred.

e. **Environmental Compliance Manager –** This individual is responsible for designing and implementing the environmental compliance program. At least 12 years of experience managing environmental compliance programs for large construction projects and a background in cultural or biological resources is preferred. Experience in California's regulatory environment and knowledge of electronic based reporting is preferred.

6.4.3 Project Understanding

The Authority seeks Offerors that understand and are able to explain how they would approach the following risks and challenges, among others, that the Project presents and can innovatively manage and minimize such risks and challenges.

a. Timely project delivery when schedule is impacted by right-of-way acquisition, utility relocation and seasonal construction windows,

b. Preparation of final design documents for the Project accounting for such elements as high-speed rail requirements, seismic and subsidence factors, and project life cycle costs,

c. Interface management and coordination with Class I railroads and affected commercial, residential and agricultural property owners,

d. Implementation and integration of a complex environmental compliance program that includes conducting resource investigations, providing monitoring documentation and reporting,

e. Compliance with the Authority's Community Benefits Agreement including small business and targeted workforce requirements. Offeror's ability to provide SBEs financial and bonding assistance will be evaluated favorably.

6.5 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 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.

ADDENDUM 2

Additionally, in order for the Authority to more fully understand, the Offeror's qualifications, the Authority may, in its sole discretion, schedule one-on-one interviews, with one or more Offerors as part of the evaluation process. The Authority may designate the positions or individuals to attend such interviews and the topics to be discussed. At the conclusion of this process, Offerors may be required to submit written confirmation of any new information and clarifications provided during an interview.

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

The Authority will review technical scores and the financial pass-fail determinations, including strengths and weaknesses, to determine the number of shortlisted bidders 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, and in the best interests of the Authority and the State of California.

7.0 COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project that began upon the date of issuance of this RFQ and will be completed with either the execution of the design-build contract or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

a. 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 RFP or any other team's 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).

b. Offerors shall correspond with the Authority regarding the RFQ and RFP only through the Authority's Designated Point-of-Contact (see Part A.4.3) and Offeror's RFQ/Proposal Manager as provided on Form B.

c. Except for communications expressly permitted by the RFQ or RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ, RFP, or the procurement described herein with any member of the Authority Board or with any Authority

ADDENDUM 2

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 identified on the list provided in Exhibit C.

d. The foregoing restriction 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.

e. The Offerors shall not contact the entities listed below, including any employees, representatives, and members:

   i. Federal Railroad Administration (FRA)

   ii. California State Transportation Agency (CalSTA)

   iii. California Department of Transportation (Caltrans)

   iv. California Department of General Services (DGS)

   v. California High-Speed Rail Authority (except as provided herein)

f. Any communications determined to be improper, at the sole discretion of the Authority, may result in disqualification.

g. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

7.2 Confidentiality

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

ADDENDUM 2

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 Public Records Act, FOIA, USDOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act 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 Public Records Act, 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.

7.3 Organizational Conflicts of Interest

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

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

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

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

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

The Authority will only shortlist an Offeror whose objectivity is not impaired and who has not gained an unfair competitive advantage due to any past, present, or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is determined to exist, the Authority may:

ADDENDUM 2

- Disqualify the Offeror, or
- Determine that it is otherwise in the best interest of the State of California to continue the procurement with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the Contract awarded.

Each Offeror Team member shall fully disclose any actual, perceived or potential organizational conflicts of interest in its SOQ, using Form F, Organizational Conflicts of Interest Disclosure Statement. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If a nondisclosure or misrepresentation is discovered after shortlisting has occurred, the Offeror may also be disqualified.

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

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

8.0 PROTEST PROCEDURES

8.1 Applicability

This Part A.8.0 sets forth the exclusive protest remedies available 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 a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and

c. Shortlisting determinations.

8.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Part A.8.1(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 Part A.8.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point-of-Contact provided in Part A.4.3. 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.

ADDENDUM 2

8.3 Deadlines for Protests

Protests concerning the issues described in Part A.8.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Part A.8.1(a) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Part A.8.1(a-b).

Protests concerning the issues described in Part A.8.1(b) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Part A.8.1(c) must be filed no later than 5 business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

8.4 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.

8.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Authority's Designated Point-of-Contact identified in Part A.4.3, as soon as the basis for the protest is known to the Offeror. Except for protests concerning the issues described under Part A.8.1(a), the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:

Karen Greene-Ross
Assistant Chief Counsel
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

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

8.6 Comments from other Offerors

Other Offerors may file statements in support of or in opposition to the protest within 7 days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual declarations shall be sworn and submitted under penalty of perjury.

ADDENDUM 2

8.7 Burden of Proof

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

8.8 Decision on Protest

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

8.9 Limitation on the Authority's Liability

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

8.10 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.8.0, 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.8.0, it shall indemnify and hold 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.

9.0 Authority Reserved Rights

In connection with this procurement, Authority reserves to itself all rights (which rights shall be exercisable by 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:

- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution of a contract or contracts, as the case may be, without incurring any cost obligations or liabilities.
- Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- Not issue an RFP.
- Reject any and all submittals, responses, and SOQs received at any time.
- Exclude any Offeror from submitting a SOQ based on the failure to comply with any requirements.
- Modify all dates set or projected in this RFQ.

ADDENDUM 2

- Terminate evaluations of responses received at any time.
- Issue addenda, supplements, and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations to the Authority, and seek the assistance of outside technical experts and consultants in the SOQ evaluation.
- Require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Offeror responsibilities from the information contained in this RFQ or any subsequent RFP.
- Waive informalities, irregularities, mistakes and deficiencies in a SOQ, accept, and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Offeror that changes its SOQ subsequent to the due date without Authority approval.
- Modify the RFQ or RFP Process (with appropriate notice to Offerors).
- Approve or disapprove changes to the Offeror Teams.
- Revise and modify, at any time before the SOQ Due Date, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Authority shall circulate an addendum to all Offerors setting forth the changes to the evaluation criteria or methodology.
- Hold meetings, conduct discussions, and communicate individually with one or more of the Offerors responding to this RFQ to seek an improved understanding and evaluation of the SOQs.
- Retain ownership of all materials submitted in hard-copy and/or electronic format.
- Exercise any other right reserved or afforded to Authority under this RFQ.

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

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

In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a design-build contract, in form and substance

ADDENDUM 2

satisfactory to the Authority, has been authorized and executed by the Authority and then only to the extent set forth therein.

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

ADDENDUM 2

Part B. Qualifications Statement

SOQ Organization

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

Volume 1	
Section A	**General** 1. Form A: Transmittal Letter 2. Form B: Offeror's RFQ/Proposal Manager 3. Form C: Identification of Offeror Team Members 4. Form D: Information about Offeror, Equity Members, Lead Designer, Lead Contractor and Guarantors 5. Form E: Past Performance Certification 6. Form F: Organizational Conflicts of Interest Disclosure Statement 7. Form G: Overall Project Small Business Goal Commitment Affidavit *Note: Form I, Project Owner References, will be incorporated in to Offeror's SOQ by the Authority upon receipt from Prior Project Owner, pursuant to Volume 3.Section B.1 of Part B.*
Section B	**Surety Letter**
Section C	**Project Experience** 1. Form H: Past Projects
Section D	**Key Personnel** 1. Form J: Key Personnel References 2. Express Commitment Regarding Key Personnel 3. Key Personnel Resumes
Volume 2	
Section A	**Financial Statements and Credit Ratings**
Section B	**Material Changes in Financial Condition**
Section C	**Guarantor Letter of Support**
Section D	**Off-Balance Sheet Liabilities**

ADDENDUM 2

Volume 3	
Section A	**Executive Summary**
Section B	**Technical Response** 1. Past Performance 2. Design-Build Team 3. Project Understanding

ADDENDUM 2

Volume 1 General Criteria

Volume 1 of the SOQ shall contain the following:

Section A. General

1. Form A: Transmittal Letter

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

2. Form B: Offeror's RFQ/Proposal Manager

A copy of the Offeror's RFQ/Proposal Manager Form (Form B).

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 Guarantors.

6. Form F: Organizational Conflicts of Interest Disclosure Statement

A separate copy of Form F must be completed by the Offeror Team member identified in the Form C.

7. Form G: Overall Project Small Business Goal Commitment Affidavit

Form G must be executed by the duly authorized official of the Offeror, each Equity Member, the Lead Designer, and the Lead Contractor.

ADDENDUM 2

Section B. Surety Letter

Evidence, provided in the form of a letter, from a surety or an insurance company shall indicate that the Offeror or Lead Contractor is capable of obtaining a performance bond and a payment bond for the Project. The amount of the bonds and the rating of the surety shall satisfy the bonding criteria described in Part A.6.3(b). 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's or Lead Contractor'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 Lead Contractor'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 shall delineate the specific bonding requirements, which will be consistent with applicable law, in the RFP.

Section C. Project Experience

1. Form H: Past Projects

A separate Form H shall be submitted for each reference project listed in response to Section B.1, "Past Performance" of Part B, Volume 3.

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.

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 Part A.6.4.2 shall be available to serve the role so identified in connection with the Project:

a. Project Manager/Director

b. Design Manager

c. Construction Manager

d. Quality Manager

e. Environmental Compliance 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

ADDENDUM 2

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.

ADDENDUM 2

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

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, which it believes is entitled confidential by placing the word "confidential" on each page as described in Part A.7.2.

Section A. Financial Statements and Credit Ratings

Financial statements for the Offeror, each Equity Member of Offeror, and each Guarantor for the three most recent completed fiscal years must be provided to demonstrate financial capability of the Offeror. If the entity has been in existence for less than 3 fiscal years, Offeror should expressly state that such entity has been in existence for less than 3 fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.

Financial statement information must include:

- Opinion Letter (Auditor's Report), required for those financial statements that are audited
- Balance Sheet
- Income Statement
- Statement of Changes in Cash Flow
- Footnotes, required for those financial statements that are audited.

In addition, financial statements must meet the following requirements:

a. **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.

b. **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 Income Statements and Balance Sheets for the applicable time-periods converted to U.S. dollars by a certified public accountant.

c. **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

ADDENDUM 2

officer, treasurer, or similar position of the entity.

d. **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.

e. **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).

f. **Guarantee** - If financial statements of a parent company or affiliate company ("Guarantor") are provided to demonstrate financial capability of the Offeror or Equity Members of a newly formed Offeror in accordance with Section C of Part B, Volume 2, additional information regarding the Guarantor shall be provided as specified in this RFQ. Offerors shall note that the Authority may, in its discretion and based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting.

g. **SEC Filings** - If the Offeror or any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K, which has been filed since the latest filed 10K.

h. **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.

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

Section B. Material Changes in Financial Condition

Information regarding any Material Changes in Financial Condition for Offeror, each Equity Member, and Guarantor for the past 3 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 Due Date 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.

ADDENDUM 2

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

i. Each Material Change in detail;

ii. The likelihood that the developments will continue during the period of performance for the Contract; and

iii. The projected full extent of the changes likely to be experienced in the periods ahead.

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

Where a Material Change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the 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 3 completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

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.

a. 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;

b. A change in tangible net worth of 10 percent of shareholder equity;

c. 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;

d. A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

e. 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;

f. 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:

ADDENDUM 2

i. incurs a net operating loss;

ii. sustains charges exceeding 5 percent of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or

iii. implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10 percent of the then shareholder equity;

g. Other events known to the affected entity, a related business unit or parent corporation of the affected entity, which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

Section C. Guarantor Letter of Support

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

The SOQ must identify the proposed Guarantor for the Offeror or its members and shall include the financial information required by this RFQ for each proposed Guarantor. The SOQ must include a letter from the chief executive, chief financial officer, treasurer, or similar position of the Guarantor explicitly stating that it will guarantee both the performance and financial obligations of the entity on behalf of which it is providing a guarantee.

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

Section D. Off-Balance Sheet Liabilities

A letter from the 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.

ADDENDUM 2

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 is not to exceed 4 pages, 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 ability to satisfy the technical requirements of the Project.

Section B. Technical Response

The Technical Response shall document the Offeror's qualifications for the Project and the Evaluation Criteria described Part A.6.4 and further detail below.

1. Past Performance

Project Experience

Offeror shall provide a narrative with sufficient information to enable the Authority to understand and evaluate the experience of the Offeror Team on projects of similar scope and complexity. Offerors should specifically address the relevance of their project experience to the project elements stated in Part A.6.4.1.1 together with any other experience deemed relevant by the Offeror. Projects that demonstrate Offeror experience with the maximum combination of the referenced project elements are preferred.

For each Offeror, Lead Designer and Lead Contractor, Offerors shall submit a Form H for at least one (1), but not more than five (5) past projects referenced in their narrative, at least one (1) of which shall be in excess of $500 million. For projects in which more than one of the Offeror Team members was involved, a single Form H is sufficient.

It is Offeror's responsibility to ensure that the project owner of each referenced project completes Form I and returns it to the Authority's Designated Point-of-Contact to be included in its evaluation. The Authority will provide an acknowledgement of delivery of each Form I upon receipt.

Past Safety Experience

Offeror shall provide the following information:

a. The EMR for the Lead Contractor over the past 5 years; and

b. An analysis of the 5-year trend.

2. Design-Build Team

Offeror shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's Team and management approach. Offerors should specifically describe the

ADDENDUM 2

manner in which their organization, management approach, and key personnel selection will addresses the relevant project elements stated in Part A.6.4.2.1 and 6.4.2.2.

Organizational Chart and Management Approach

Offeror shall provide the following information:

a. A narrative description of Offeror's management and organizational approach for accomplishing the Project. At a minimum, the narrative should describe significant functional relationships among positions and explain how the proposed organization would address problem resolution/coordination in order to function as an integrated design-build team.

b. An organizational chart showing the flow of the "chain of command" of each member of the Offeror Team. The organizational chart shall include the following positions:

   i. Project Manager/Director[1]

   ii. Design Manager[1]

   iii. Construction Manager[1]

   iv. Quality Manager[1]

   v. Environmental Compliance Manager[1]

   vi. Verification and Validation Manager

   vii. Safety Manager

   viii. SB/DVBE/DBE/MB Compliance Officer

   ix. Lead Designer/Engineer

   x. Traffic Manager

   xi. Public Communications Manager

   xii. Risk Manager

Key Personnel

Offeror shall provide a narrative of each individual proposed for a Key Personnel position highlighting the individual's relevant licensing, certification, education and experience on similar projects. Offerors may, but are not required to reference the information on Form I for each Key Personnel position in Volume 1 of the SOQ.

Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ.

1 Denotes Key Personnel position.

ADDENDUM 2

3. Project Understanding

Offerors shall provide a narrative that demonstrates that the Offeror has an understanding of the risks and challenges presented by the Project and that Offeror is prepared to be innovative in its approach to successfully delivering the Project in light of these risks and challenges. Offerors shall address the project elements stated in Part A.6.4.1 together with any other issues deemed relevant by the Offeror. Offeror's narrative shall provide a description of strategies Offeror would use to avoid, manage, or mitigate Project risks and challenges. Offerors may describe innovative design, construction and project delivery methods used on similar projects.

ADDENDUM 2

Part C. Exhibits

Exhibit A: Description of the Project and Work

Exhibit B: Verification and Validation

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

Exhibit D: Forms

ADDENDUM 2

Exhibit A: Description of the Project and Work

Construction Package 2-3 – South of E. American Avenue to Lansing Avenue to One Mile North of Tulare-Kern County Line

Construction Package 2-3 is located within the counties of Fresno, Tulare, and Kings and the cities of Hanford, Corcoran and Allensworth.

This description of the Projects is based on the Revised Draft Fresno to Bakersfield EIR/EIS. As such, alignments for each Project have not yet been finalized. The narrative below describes expected work associated with each of the Projects. The preferred alignment will be described in the RFP according to the preliminary design required for procurement where there is more than one alignment alternative described in the EIR/EIS. Final alignments shall be subject to final FRA and Authority environmental decisions (NOD/ROD).

Construction Package 2-3 is bound by E. American Avenue to the North and one mile north of the Tulare-Kern County line to the south. This construction package includes both at-grade and elevated sections. One alternative under consideration includes a below grade section, as well. In the Hanford area, there are two possible alignment alternatives, one alignment bypassing the City of Hanford to the east and one alignment to the west. Each of the alternatives includes potential options for the Kings-Tulare Regional Station. The alignment alternative option located to the east of Hanford includes elevated station options. The alignment alternative to the west of Hanford includes both an at-grade and below grade station option. Each of the alignment alternatives through the Hanford area will require elevated structures to cross various water crossings including the Kings River Complex and various canals. Additionally, the alignment alternatives will cross various railroads, Caltrans facilities, and local roadways.

In the vicinity of Corcoran, there are three alignment options under consideration. Two of the alignment options pass through the City of Corcoran primarily on elevated structures. The third alignment option bypasses the City of Corcoran to the east in a mostly at-grade alignment. South of Corcoran, the alignment runs at-grade adjacent to the BNSF railroad tracks. As it reaches the vicinity of Allensworth, one-alignment option remains adjacent to BNSF railroad tracks and Allensworth State Park. The second alignment option bypasses the state park to the west. Both of these alignment options are predominantly at-grade with elevated portions over an existing railroad spur and a creek.

Major work elements include construction of at-grade, aerial, and possible below grade sections of high speed train, relocation of existing BNSF tracks for approximately 5.5 miles, possible crossing of existing BNSF railroad tracks, construction of waterway and wildlife crossings, and roadway reconstructions, relocations, and closures.

ADDENDUM 2

Draft Scope of Work: Construction Packages 2 - 3

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:

- Scheduling
- Utility Investigation, Coordination, Protection, and Relocation
- Demolition and Clearing of Right-of-Way
- Code Assessment
- Completing, Coordinating, Securing Approval, and Executing Final Permitting and Utility Agreements
- Survey and Mapping
- Subsurface Investigations
- Geotechnical Engineering and Seismology
- Final Design
- Estimating
- Value Engineering
- Environmental Mitigation and Environmental Commitments as applicable within the limits of Contract Packages 2-3
- Construction
- Quality Control and Quality Assurance for Design and Construction
- Community Relations
- Quality Inspection and Testing
- Construction Safety and Security Program
- Preparation of CADD As-Builts, inclusive of Consolidated Service Drawings
- Interface Coordination for In-Scope Works as well as future Works by Others
- Coordination with Jurisdictional Authorities (governments, public, and private entities such as utility companies, CPUC, FRA, Caltrans, etc.)
- Coordination with Adjacent Railroads (i.e., BNSF, SJVRR)
- Coordination with Local Communities; Coordination with Adjacent HSR works
- Provision of other related services associated with the design and construction of the Project and necessary to ensure the Project's ultimate readiness for high-speed passenger rail operations

ADDENDUM 2

The selected Offeror shall provide final design and construction for the following:

- HSR trackway civil infrastructure, complete in place, up to the top of subgrade, plus an additional protective layer for purposes of protecting installed subgrade[1], including certain structural embedments, as appropriate, to mitigate/minimize future abortive work, (i.e., anchor bolts, embeds, grounding and bonding, foundations, etc.); and
- Retaining walls, access roads, and subsurface infrastructure (i.e., lateral ductbanks to future systems facilities sites terminated at manholes at HSR ROW) that could be used to integrate with future systems components currently not in scope.

The Scope of Work also includes the design and construction of enabling works, such as grade separations and complete in place. These shall be generally coordinated, designed, and constructed in accordance with the local jurisdictional entity, but shall not undermine the design standards for the HSR alignment located above or below said facility.

The Scope of Work does not include:

- Construction of trackwork (i.e. ballasted and/or non-ballasted section);
- Passenger station;
- New building construction;
- ROW engineering, negotiations, and acquisition;
- Soundwalls; and
- Systems work (i.e., Overhead Catenary System poles, foundations, and wires, Traction Power Facilities, Automatic Train Control, etc.).

The Scope of Work also excludes civil/site works for said future systems facilities and ancillary sites, except access roads, which are in scope as described above (i.e., civil preparatory works are generally limited to the necessary improvements required for the HSR trackway).

Note that ROW Engineering, Negotiations, and Acquisition services are excluded from the Scope of Work. More definitive ROW availability and access information will be provided to the Contractor prior to Notice to Proceed.

The RFP will more clearly delineate the Project limits and scope of work responsibilities described above, please refer to Figure 1, "Construction Packages 2-3 Limit of Work Map" below for a visual depiction of project termini.

ADDENDUM 2

1 Installation of subballast shall not be deemed to suggest and/or imply the future design and construction of ballasted track. A decision has not yet been made on the trackwork type (i.e. ballasted vs. non-ballasted), except for location-specific conditions that may warrant an early determination. The selected Contractor shall therefore consider either scenario and prepare its design to accommodate and not preclude and/or compromise future works and clearances.

Figure 1: Construction Packages 2-3 Limit of Work Map

Exhibit B: Verification and Validation

Construction Package 2-3 is a civil/structural package, but part of the High-Speed Rail System, which incorporates trackwork, stations, storage and maintenance facilities, train sets and railroad systems.

Verification and Validation Process

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

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

Requirements Management Tool

The Contractor shall parse, capture, document, analyze, derive, apportion, trace, manage, verify and validate the Technical Contract Requirements using an RM tool. Technical Contract Requirements are defined as Contract Requirements specifying the characteristics of the final infrastructure deliverable including related final design, construction, testing and inspection, and acceptance requirements. The RM Tool shall be IBM Rational DOORS, version 9.5 or later. The Contractor shall manage the final design, construction, testing and inspection, and acceptance documents in the RM tool to allow the export of Requirements Verification Traceability Matrices (RVTM) and Certifiable Items Lists (CIL). The Contractor shall submit the RM Tool database monthly and provide the Authority's Representative with full real-time readability web access.

Requirements Verification Traceability Matrix (RVTM)

The Contractor shall demonstrate compliance to the Technical Contract using the RVTM. Manage the RVTM in the RM tool. Provide an RVTM that identifies the appropriate section references to the final design, construction, testing and inspection, and acceptance documents for each Technical Contract Requirement Appropriate section references to these documents shall explain how each Technical Contract Requirement is met, tested, and accepted by the Contractor's final design and construction. Submit an RVTM including the applicable Technical

ADDENDUM 2

Contract Requirements with each Technical Contract Submittal. Technical Contract Submittals are defined as Contract Submittals that address the Technical Contract Requirements.

Certifiable Items List (CIL)

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

- California High-Speed Rail System (CHSRS) performance requirements (such as RAMS), applicable environmental requirements and mitigations found in the environmental documents including, EIR/EIS, ROD, permits, and approvals;
- Safety requirements including hazard mitigations;
- Security requirements including threat mitigations; and
- Interoperability items and other CHSRS Contracts.

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

Interoperability Items

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

V&V Report

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

ADDENDUM 2

Contract Compliance Certification

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

Independent Contract Conformity Assessment

The Contractor shall retain the services of qualified independent engineering consultant firm(s) to serve as its Independent Checking Engineer (ICE) and Independent Site Engineer (ISE) performing Independent Verification and Validation (IV&V) for the duration of the Contract. The ICE/ISE shall not be associated in any way with or be a subsidiary or affiliate of any other firm engaged by the Contractor to perform any other work under this Contract. The ICE/ISE shall not be involved in actually producing final design documents or conducting construction site supervision for the Contract. The ICE/ISE shall not work directly for nor report to the Contractor's Project, Engineering/Design, Construction, or Test Manager. The ICE/ISE shall be directly responsible to and report to a senior management or similar level of the Contractor's organization not directly responsible for engineering/design, construction, or testing and inspection. Furthermore, the ICE/ISE shall report directly to the Authority's Representative. Every Technical Contract Submittal shall be fully checked by the ICE during final design and the ISE during construction before submittal to the Authority. The ICE/ISE shall assess and evaluate the Technical Contract Submittals in order to be able to certify that the design meets the Contract Requirements. The ICE/ISE shall submit the assessment report and certification to the Authority with a copy to the Contractor. The IV&V shall not relive the Contractor from carrying out all the checks and reviews that a professional and prudent Contractor would normally carry out on the type of work of this Contract.

Submittal, Reviews and Audits

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

Experienced Professionals

The Contractor shall only employ professionals with at least ten (10) years of experience for key positions on the areas described in this section with a proven track-record as supported by their resumes. The V&V manager is preferably a member of INCOSE and a Certified Systems Engineering Professional (CSEP).

ADDENDUM 2

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

Firms on the Program Management Team

- All Transit Consultants LLC
- Alta Vista Solutions
- Balfour Beatty
- Bickmore
- Cambridge Systematics
- Cordoba Corporation
- Dan Hoyt
- David Dubbink
- David Place, Mott McDonald Structural Engineering
- Fukuji Planning and Design
- GB Place Making
- Gibson & Skordal, LLC
- Gilbert Mallery
- J.D. Bray Consulting
- John Diener
- Jonathan D. Bray, University of California Berkley, Geotechnical Engineering
- Julia Sankey
- Loop Initiatives
- Mike Keever, Caltrans Structural Engineering
- Norm Abrahamson, University of California Berkley, Seismology
- Paragon Partners
- Parsons Brinckerhoff
- Pat Padilla and Associates
- PWR Solutions
- Roy Kienitz
- SC Solutions, Inc.
- Simpson Gumpertz & Heger

ADDENDUM 2

- Spectrum Consult Leslie Rifkin
- Stephen J. Thoman Consulting, Inc.
- The Next Generation
- The Solis Group
- Turner Engineering Corporation (TENCO)
- Youssef Hashash, University of Illinois-Champagne, Geotechnical Engineering
- Zoon Engineering

Firms on Fresno to Bakersfield Project Section Regional Consultant Team

- Anchor Engineering
- Applied EarthWorks Inc.
- ARUP
- ATS Consulting
- Bender Rosenthal, Inc.
- California State University, Stanislaus
- F&F GeoResource Associates, Inc.
- Gene Tackett Consulting
- Gregg Drilling & Testing, Inc.
- Hatch Mott McDonald
- Inspection Services, Inc.
- JRP Historical Consulting, LLC
- Mara Feeney & Associates
- PaleoResources Consultants
- F&F GeoResource Associates, Inc.
- Roberts Environmental and Conservation Planning LLC
- STV Incorporated
- Technicon Engineering Services, Inc.
- URS
- Villines Group
- VRPA Technologies, Inc.
- William Kanemoto & Associates

ADDENDUM 2

Additional Authority Consultants and Individuals

- Akin Gump Strauss Hauer & Feld, LLP
- David Ory, Metropolitan Transportation Commission
- Ellison, Schneider & Harris LLP
- Eric Miller, University of Toronto
- Frank S. Koppelman, Northwestern University
- Kay W. Axhausen, Dr. Ing., Institute for Transport Planning and Systems, ETH Zurich
- Kenneth A. Small, University of California-Irvine
- KPMG
- Nossaman LLP
- O'Melveny & Myers LLP
- Remy Moose Manley, LLP

ADDENDUM 2

Exhibit D: Forms

Form A: Transmittal Letter

Form B: Offeror's RFQ/Proposal Manager

Form C: Identification of Offeror Team Members

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

Form E: Past Performance Certification

Form F: Organizational Conflicts of Interest Disclosure Statement

Form G: Overall Project Small Business Goal Commitment Affidavit

Form H: Past Projects

Form I: Project Owner References

Form J: Key Personnel References

ADDENDUM 2

Form A: Transmittal Letter[1]

Offeror: _____

SOQ Date: _____

Ms. Rebecca Harnagel, P.E.
Program Management Department
California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Dear Ms. Harnagel:

The undersigned Offeror submits this SOQ in response to that certain Request for Qualifications No. HSR13-57 dated as of _____, 20 ___ (the "RFQ"), issued by the California High-Speed Rail Authority (the "Authority") for Construction Package 2 - 3, 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 I), Key Personnel References (Form J), Key Personnel Resumes and Express Commitment Regarding Key Personnel, Overall Project Small Business Goal Commitment Affidavit (Form G);

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

Volume 3: Executive Summary and Technical Response.

Offeror acknowledges receipt, understanding, and full consideration of all materials posted on BidSync and the Project Webpage.

Offeror acknowledges receipt of the following addenda to the RFQ:

Addendum No.	Release Date
1	October 29, 2013
2	November 8, 2013

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

1 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.

ADDENDUM 2

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:

_____
Offeror Name

_____
No. Street Floor or Suite

_____
City State or Province ZIP or Postal Code Country

State or Country of Incorporation/Formation/Organization: _____

Sincerely,

_____
Signature

_____
Printed Name

_____
Title

_____
Firm/Company Name

ADDENDUM 2

Form B: Offeror's RFQ/Proposal Manager

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
CONSTRUCTION PACKAGE 2-3
RFQ No: HSR 13-57

Name of Offeror:

_____

Offeror's RFQ/Proposal Manager

Name: _____

Title: _____

Firm/Company: _____

Address: _____

Telephone No.: _____ **Fax No.:** _____

Email address: _____

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

ADDENDUM 2

Form C: Identification of Offeror Team Members

Offeror: _____

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

ADDENDUM 2

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 Engineering Firm, Lead Contractor, Guarantor): _____

Name of Official Representative: _____

Title of Official Representative: _____

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

Standard Industry Classification Code: _____

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 the State and Year of Incorporation): _____

☐ Partnership

☐ Joint Venture

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

☐ Other (describe): _____

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing the Work: _____

Contact Telephone Number: _____

Number of employees _____ Year established _____

Yes	No	
☐	☐	Has your organization, or have you as a sole proprietor, ever filed bankruptcy or defaulted on any debts?
☐	☐	Is your organization, or are you as a sole proprietor, a party to any claim or lawsuit?

ADDENDUM 2

1. Small Business Status

Is your organization certified as a small business by the State of California, or have you applied for certification?

☐ Yes ☐ No If yes, list your OSDS Number: _____

Date certified: _____

Application submitted to Office of Small Business Certification and Resources on: _____

Is your firm certified as a small business by any other governmental entity, or have you applied for certification?

☐ Yes ☐ No

If yes, identify the governmental entity and list your identification number:

_____

Date certified: _____

Application submitted to on: _____

2. Disabled Veteran Business Status

Is your firm certified as a DVBE, or have you applied for certification?

☐ Yes ☐ No If yes, list your identification number: _____

Date certified _____

Application submitted to on: _____

3. Disadvantaged Business Enterprise

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

☐ Yes ☐ No

If yes, list your identification number(s): _____

Certifying Agency Name: _____

Date certified _____

Application submitted to on: _____

ADDENDUM 2

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:

ADDENDUM 2

5. Have any banks refused to lend to the firm in the last two (2) years?

☐ Yes ☐ No

If yes, please explain:

ADDENDUM 2

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

ADDENDUM 2

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 C. Please make additional copies of this form as needed.

Name of Firm: _____

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

ADDENDUM 2

[1] The term "affiliate" includes the firm's parent company, its subsidiary companies, any company under common ownership with the firm, any joint ventures or limited liability companies in which the firm is a member, and any partnership in which the firm is a member.

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:

ADDENDUM 2

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:

ADDENDUM 2

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

☐ Yes ☐ No

If yes, please explain:

ADDENDUM 2

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:

ADDENDUM 2

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:

ADDENDUM 2

7. Is the firm or any team member that will have primary responsibility for construction currently asserting against any public agency any construction claim(s) in excess of $100,000, or has it made any such claim(s) against any public agency during the past 2 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:

ADDENDUM 2

8. Have the firm or team members that will have primary responsibility for design been awarded a design contract by a department, division, or other State of California agency within the past ten years?

☐ Yes ☐ No

If yes, please identify the team members and the agencies, and provide agency contact information including telephone numbers.

ADDENDUM 2

9. Have the firm or team members that will have primary responsibility for construction been awarded a construction contract by a department, division, or other State of California agency within the past ten years?

☐ Yes ☐ No

If yes, please identify the team members and the agencies, and provide owner contact information including telephone numbers.

ADDENDUM 2

10. Has the firm or team members that will have primary responsibility for design or construction 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.

ADDENDUM 2

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

☐ Yes ☐ No

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

ADDENDUM 2

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

☐ 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.

ADDENDUM 2

13. Has the firm or any team member that will have primary responsibility for construction involved 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.

ADDENDUM 2

14. Has the firm or any team member been convicted of violating a State or federal law respecting the employment of undocumented aliens in the past 5 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.

ADDENDUM 2

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 D 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 C, 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

ADDENDUM 2

Form F: Organizational Conflicts of Interest Disclosure Statement

Complete a separate Form E for the Offeror, each Equity Member, the Lead Designer, the Lead Contractor, and any proposed Guarantor, as identified in Form C.

Definition

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

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

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

b. An unfair competitive advantage for any bidder or offeror with respect to an authority procurement; or

c. 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).

ADDENDUM 2

Disclosure

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

ADDENDUM 2

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.

ADDENDUM 2

Certification

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

Under 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

ADDENDUM 2

Form G: Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF _____§
§
§
COUNTY OF _____§

The undersigned, being first duly sworn, deposes and says that: _____,
(Contact Name)

is the Official Representative of _____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)
the Offeror, each Equity Member, Lead Designer and Lead Contractor.

The _____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)
is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises (DBE), and Disabled Veteran Business Enterprises (DVBE), in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

_____,
(Offeror, each Equity Member, Lead Designer and Lead Contractor)
will aggressively exercise adequate efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, including 10 percent DBE and 3 percent DVBE, consistent with the Authority's Small and Disadvantaged Business Enterprise Program.

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

_____ _____
Signature Date

_____
Printed Name

_____
Title

_____
Firm/Company Name

_____
Offeror Name

ADDENDUM 2

Subscribed and sworn before me on this the ____day of _____, 20 ____ ,

by: _____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SEAL

_____
Notary Signature

My Commission Expires: _____

ADDENDUM 2

Form H: Past Projects[1]

Per Part C of Part B, Volume 3 of this RFQ, provide the following information for each of reference project identified in response to Section B.1 of Part B, Volume 3, "Past Performance." For projects in which more than one of the Offeror Team members were involved, Offeror may provide a single Form H.

Name of Firm(s): _____

Project Name: _____

Project Location: _____

Date of Project Performance: _____

Project Owner: _____

Project Construction Value: _____

Project Delivery Method:

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

Was this a federally/ARRA 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: _____

1 Please make additional copies of this form as needed.

ADDENDUM 2

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

ADDENDUM 2

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

ADDENDUM 2

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:

ADDENDUM 2

Describe innovative solutions (if any) used on the above referenced project:

ADDENDUM 2

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

ADDENDUM 2

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

ADDENDUM 2

Form I: Project Owner References

Offerors shall have the project owner representative of each reference project identified in response to Part B, Volume 1, Section C, Project Experience complete this Form I. The project owner representative shall be directed to submit the signed and completed form directly to the Authority. The completed Project Owner References are due to the Authority postmarked no later than December 13, 2013.

The Authority is selecting design-build teams for design-build contracts for a new high-speed rail facility in California. An estimated cost range for this Project is between $1.5 and $2 billion. Major work elements of the Project include construction of at-grade, above grade, and below grade high-speed train alignment.

Please submit completed form to the following:

Rebecca Harnagel, P.E.
Program Management Department
California High-Speed Rail Authority
Address: 770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 324-1541
Email: CP23@hsr.ca.gov

TO BE COMPLETED BY OFFEROR

Offeror Team: _____

Firm Name: _____

Project Name and Location: _____

Project Owner: _____

TO BE COMPLETED BY PROJECT OWNER

Owner's Representative: _____

Contact Title: _____

Contact No.: _____

Dates of project performance: _____

Type of project: _____

ADDENDUM 2

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

ADDENDUM 2

Firm's Role on Project: _____

Percent of work actually performed by such entity: _____

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

ADDENDUM 2

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

ADDENDUM 2

Form J: Key Personnel References

Per Section B of Part B, Volume 3 of this RFQ, 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: _____

ADDENDUM 2

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

ADDENDUM 2