



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR QUALIFICATIONS (21-1002450)
for the
TUNNEL TO ONTARIO INTERNATIONAL AIRPORT
PROJECT

RFQ Issuance Date: October 7, 2020

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PART A: PROJECT INTRODUCTION

1. INTRODUCTION TO THE PROJECT

1.1 Project Overview

San Bernardino County Transportation Authority (“SBCTA”) presents this Request for Qualifications (as modified by any addenda, this “RFQ”) to prospective entities or groups of entities interested in undertaking the project to construct a tunnel connection from the Rancho Cucamonga Metrolink Station to the Ontario International Airport (“ONT”) (the “Project”).¹ SBCTA is procuring the Project utilizing a design-build and transitional operate-maintain methodology and intends to enter into a contract with the Preferred Proposer following the completion of the procurement process set out in this RFQ (the “Contract”). The Contract will include multiple phases and, if SBCTA determines to proceed following the completion of all necessary Environmental Reviews, is ultimately intended to deliver the Project in a turnkey manner, including, but not limited to, ROW acquisition, utility relocation, design, and construction, as well as a further transitional period of operations and maintenance of the Project in accordance with the chosen procurement alternative. The Developer will be required to deliver the Project for a total cost not-to-exceed the public contributions set forth in this RFQ.

Overall, the work for the Project would generally consist of the design and construction of an approximately 4-mile underground tunnel connecting the Rancho Cucamonga Metrolink Station to the Ontario International Airport with one surface station at the Rancho Cucamonga Metrolink Station and either a single underground or two surface stations at ONT.² The Project further includes operating and maintaining the Project to meet specified KPIs for the O&M Period.

SBCTA, in partnership and cooperation with the County, OIAA, the City of Rancho Cucamonga, and the City of Ontario presents this RFQ to prospective entities or groups of entities interested in undertaking the Project.

The PCM (separately engaged by SBCTA) will administer the Contract on behalf of SBCTA, provide review services on behalf of SBCTA for all Developer design submittals, and provide construction management and verification of the Developer’s construction operations and work product on behalf of SBCTA.

The estimated cost of the D&C Work is \$45 million and the cost of the overall Project is estimated to be less than \$65 million. This excludes operations and maintenance.

¹ For clarity and brevity, SBCTA has used the term “Project” to refer to the subject matter of this RFP. Proposers should note, however, that neither the issuance of the RFP nor any action taken thereunder is an “approval” of a “project” as those terms are defined under CEQA. Until any necessary CEQA compliance is complete, SBCTA will take no action that would (i) have a significant adverse effect on the environment or (ii) limit SBCTA’s choice of alternatives or mitigation measures.

² ONT is continuing to evaluate the possibility of one centrally located underground station rather than two above ground stations. The potential underground station is not reflected in SBCTA’s estimate of the cost of the D&C Work at this time.



1.2 Project Purpose and Scope

- a. The purpose of the Project is to provide a fast and low-cost connection to the Southern California regional rail/transit system for air passengers and other users of ONT. The scope of the Project is to construct a tunnel connection from the Rancho Cucamonga Metrolink Station to ONT utilizing a single contract for preliminary engineering, environmental, design, right of way, utility work, construction, operations, and maintenance.
- b. Specifically, key attributes of the Project (which are not listed in order of importance) include:
 - i. reliable trip time and ability to accommodate capacity during peak demand;
 - ii. minimizing wait times for those using the system to transfer to and from Metrolink trains and other transit services feeding the Rancho Cucamonga station over the majority of the day;
 - iii. promoting sustainable travel and livability for the region;
 - iv. providing a convenient, safe, and reliable method of transportation connecting the ONT passenger terminals to the regional transit network;
 - v. minimizing environmental impacts and ROW acquisitions;
 - vi. use of flexible design, construction, and technology so as to ease the transition to autonomous vehicles in the future;
 - vii. commencement of service targeted for no later than fall 2024; and
 - viii. promote a safe work environment throughout the duration of the Project.

1.3 State and Federal Law Position

SBCTA is issuing this RFQ and carrying out the procurement as described below in accordance with the provisions of California Public Contract Code § 22160 et. seq. (the “DB Law”) (or in the alternative, under California Government Code § 5956 et. seq. (the “IFA”) as discussed further in Section 10), other applicable provisions of Applicable Law, and SBCTA’s Contracting and Procurement Policy. Pursuant to the DB Law, the California Legislature has authorized regional transportation agencies to award design-build contracts for transit capital projects. The contracts may be awarded on the basis lowest bid or best value, as determined by the regional transportation agency.

2. PROCUREMENT PROCESS

SBCTA intends to procure this Project under the DB Law or in the alternative, under the IFA, with the goal of delivering the Project via the alternative that provides the overall best value to SBCTA. Proposers may choose to include in the Proposals the alternative under the IFA, as set forth in Section 10. No Proposer will obtain a scoring advantage by submitting Proposals for both types of procurements.

The procurement process includes the following steps: (i) issuance of a request for qualifications; (ii) submittal of statements of qualifications; (iii) evaluation of submittals and



Shortlisting of Proposers; (iv) issuance of a request for proposals to Shortlisted proposers; (iv) submittal of proposals; (v) evaluation of proposals; (vi) proposer selection; and (vii) award and execution of the Contract.

SBCTA has elected to proceed with a two-stage procurement process for the Project as set forth below. Subject to the terms of this RFQ, SBCTA is proceeding with this process in line with the Project Goals set out in Section 1.2 and in accordance with the Procurement Schedule set out in Section 3 of this RFQ.

The first stage of the procurement process begins with the issuance of this RFQ. Pursuant to this RFQ, SBCTA invites entities or groups of entities interested in competing to design, build, operate, and maintain the Project to submit SOQs (statements of qualifications) detailing, among other things, their qualifications and preparedness to formally bid for the Project. SBCTA will evaluate these SOQs in accordance with criteria set out in this RFQ and SBCTA then expects to select no more than three (3) Proposers as eligible to respond to a Request for Proposals (“RFP”). Part E sets out the selection process and criteria that will be used to identify such Shortlisted Proposers.

The second stage of the procurement process will begin with the issuance of a draft RFP to the Shortlisted Proposers. The RFP will govern a process during which SBCTA will work with Shortlisted Proposers to finalize a basis on which they can submit binding Proposals to develop and implement the Project.

As part of this process, Shortlisted Proposers will be invited to review and comment on the draft RFP, which will include a draft Contract. This comment process is expected to be an iterative process and to include meetings with individual Shortlisted Proposers, as well as the issuance of addenda to the original draft RFP, as may be necessary. Proposers will also have the opportunity to propose proprietary and value-enhancing alternative technical concepts and alternative financial concepts during this process.

After consideration by SBCTA of comments received with respect to the draft RFP, including the draft Contract, SBCTA may issue a final RFP. SBCTA would then invite Shortlisted Proposers to respond to any final RFP by submitting their proposals. SBCTA will require that any such Proposals be on terms that are acceptable to it from a public sector perspective.

Through the evaluation of the Proposals, SBCTA intends to ultimately select a Proposer that, in SBCTA’s sole discretion, represents the best value to SBCTA. Price will be a primary factor in the evaluation, but SBCTA anticipates establishing a scoring system that will reward Proposers who convincingly propose adding value to the Project by means other than proposing the lowest price. The specific evaluation factors are still under consideration by SBCTA and will be included in the RFP.

Subject to the terms of this RFQ and any future RFP, SBCTA anticipates awarding the Project to, and entering into a Contract with, Proposer selected through the process set out in the RFP.

The Preferred Proposer will be required to execute the Contract in substantially the form provided for in the RFP, subject only to limited modifications to account for approved alternative technical concepts, approved alternative financial concepts, and other



Proposal commitments. The term of the Contract will be determined based on whether the procurement proceeds under the DB Law or the IFA.

SBCTA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (18 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded a fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

3. PROCUREMENT SCHEDULE

SBCTA anticipates carrying out the procurement process in accordance with the following indicative schedule (the "Procurement Schedule"). This Procurement Schedule is subject to modification at the discretion of SBCTA. Proposers will be notified of any change by an addendum to the RFQ or, following identification of Shortlisted Proposers, in the RFP.



Event	Date/Time
<u>RFQ Process</u>	
Industry Forum	July 9, 2020
RFQ Issuance	October 7, 2020
Pre-SOQ One-on-One Meeting Request Deadline	October 13, 2020
Pre-SOQ One-on-One Meetings	Week of October 26, 2020
RFQ Comments Deadline	November 2, 2020
Date of Final Addendum to RFQ	November 12, 2020
SOQ Submission Deadline	12:00pm PT, November 30, 2020
Expected Announcement of Shortlisted Proposers	January/February 2021
<u>RFP Process</u>	
Issuance of draft RFP to Shortlisted Proposers	February 2021
One-on-One Meetings with Shortlisted Proposers	March-April 2021
Issuance of Final RFP to Shortlisted Proposers	May 2021
Proposal Submission Deadline	June 2021
Selection of Preferred Proposer	July 2021
Execution of Contract / NTP1	August 2021

4. HOW TO USE THIS RFQ

- a. For background information on the Project, see Parts A and B.
- b. For information on the procurement process and the rules that govern it, see Parts C and F.
- c. For the requirements that govern preparation of a SOQ for submission in response to this RFQ, see Part D.



- d. For the process that will govern how SBCTA will evaluate SOQs submitted in response to this RFQ, see Part E.
- e. For definitions that give specific meaning to capitalized terms and standard rules of interpretation, see Part G.



PART B: BACKGROUND INFORMATION

5. KEY STAKEHOLDERS

5.1 Ontario International Airport Authority (OIAA)

- a. SBCTA has entered into a MOU with OIAA with respect to the Project. The Project is subject to this MOU.
- b. In addition to the matters covered by the MOU, SBCTA anticipates additional arrangements to coordinate Project operations and maintenance with OIAA.
- c. The Project is expected to require certain ROW on existing ONT property, and coordination with OIAA on the proposed station layout(s) and ROW is required.

5.2 City of Rancho Cucamonga and City of Ontario

- a. The Project will pass through the City of Rancho Cucamonga and the City of Ontario. Accordingly, the Project will adhere to Applicable Law and require coordination with each respective city with respect to permitting and ROW acquisition (including potential underground easements), among others. Specifically, SBCTA will enter into a MOU³ with the City of Ontario and the City of Rancho Cucamonga with respect to each city's anticipated role during the Project.
- b. The City of Ontario is the permitting agency for ONT.
- c. SBCTA and the City of Rancho Cucamonga jointly own the Rancho Cucamonga Metrolink Station. Coordination with both entities with respect to the proposed station layout will be required.

5.3 Rancho Cucamonga Station, Brightline West, and West Valley Connector

- a. Metrolink operates at the Rancho Cucamonga Station and schedule coordination with Metrolink service is warranted.
- b. Although currently in the conceptual design phase, the private high-speed Brightline West rail line from Las Vegas to the Rancho Cucamonga Metrolink Station is expected to impact the Project and be delivered within the same time period. Coordination with Brightline West will be necessary. Particularly, SBCTA has entered into a MOU with Brightline West⁴ with respect to station planning efforts. The Project is subject to this MOU.
- c. Although currently in the final design phase, the West Valley Connector bus rapid transit line is expected to impact the Project with respect to the final layout of the Rancho Cucamonga Station. It will be delivered by SBCTA within the same time period and subsequently operated by Omnitrans.

³ The MOUs are anticipated to be available prior to the issuance of the RFP.

⁴ See Agenda Item 39.b, Page 451, available at: <https://www.gosbcta.com/wp-content/uploads/2019/12/2020-07-01-Board-of-Directors-Full-Agenda-1626.pdf>



5.4 Southern California Regional Rail Authority/Metrolink

During the O&M Period, Developer may require coordination with SCRRA/Metrolink with respect to right-of-entry, schedules, fare reciprocity, and access, all depending on the particulars of the design and construction work.

5.5 Caltrans

The tunnel is expected to cross under Interstate I-10, and coordination with Caltrans will be required to obtain long-term rights to operate underneath Interstate I-10.

5.6 Union Pacific Railroad

The tunnel will cross the UPRR Alhambra Subdivision. Construction may result in temporary impacts to the railroad operations requiring the phasing of portions of the construction of the Project. Coordination with the UPRR will be required, and the crossing of the UPRR right of way will be subject to all railroad requirements and approvals.

5.7 San Bernardino County

The Project will adhere to County rules and regulations.

6. PROJECT STATUS UPDATES

6.1 PCM Procurement

SBCTA has obtained funding for and is seeking to separately procure a comprehensive PCM consultant team to assist with the implementation of the Project. In general, the PCM's role for this Project will be to jointly work together with the stakeholders, on behalf of SBCTA, to successfully oversee (including providing recommendations to SBCTA and where appropriate, approving Developer plans) environmental approval, permitting, ROW acquisition, design, construction, and implementation of the Project, including establishment of (i) the regulatory structure for operations, (ii) a maintenance plan, and (iii) an operations plan.

6.2 NEPA/CEQA

- a. SBCTA is in the process of determining the lead agency for the NEPA review process, which is expected to be either FAA or FTA.
- b. SBCTA will be the lead agency for CEQA review of the Project. OIAA will act as a Responsible Agency.
- c. Upon the issuance of NTP1, the Developer will be responsible for work necessary for completion of any NEPA and CEQA processes applicable to the Project.
- d. Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a Contract at the conclusion of this procurement process will not commit SBCTA to a particular course of action beyond the NTP 1 work, which will remain subject to the outcome of the



environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

6.3 California Public Utilities Commission

Pursuant to Public Utilities Code Section 211, any person or corporation providing transportation for compensation to the public is a “common carrier” and every common carrier is a public utility (Pub. Util. Code Section 216(a)). SBCTA anticipates the Project may be subject to regulation by the California Public Utilities Commission. Proposer will be responsible for obtaining any approvals from the California Public Utilities Commission.

6.4 Additional Updates⁵

a. [Placeholder]

7. CONTRACT MODEL

The information regarding the Project’s contractual and financial structure in this RFQ reflects the Project terms anticipated by SBCTA at the time of this RFQ; however, SBCTA reserves the right to modify these anticipated terms based on ongoing analysis of the Project.

7.1 Anticipated Contract Structure

- a. The Preferred Proposer will enter into a single agreement that will set forth, among other things, the obligations of the Preferred Proposer including the preliminary engineering, environmental approval, design, right of way, utility work, construction, operation, and maintenance of the Project.
- b. The Project is intended to be delivered by a design-build-operate-maintain (“DBOM”) delivery methodology and the Contract will reflect DBOM best practices and risk allocation typical for a DBOM, appropriately tailored for the particular needs of the Project, and pursuant to Applicable Law.

8. DESCRIPTION OF REQUIRED WORK

8.1 Scope of Work

- a. This Section provides basic background information regarding the general scope of the Work to allow Proposers to form teams and submit SOQs. Complete details of the scope of the Work will be included in the RFP and may differ from the high-level information provided in this RFQ.
- b. The Work is anticipated to include:
 - i. environmental permitting;
 - ii. ROW acquisition and utility relocation;

⁵ Additional information may be provided in a subsequent addendum.



- iii. design, construction, operations and maintenance of a tunnel from the Rancho Cucamonga Station to the station(s) at ONT;
 - iv. design, construction, operations, and maintenance of the stations at the Rancho Cucamonga Station and ONT;
 - v. Subject to Section 10 and compliance with the requirements of applicable law, systems, including lighting, ventilation, fire suppression, emergency access/egress, other life/safety requirements, power, video surveillance, cell phone and Wi-Fi infrastructure, remote data collection and transmission, intercom/PA systems, and a fully equipped control room with access provided to relevant public agency staff;
 - vi. design, operations, and maintenance of a system for transporting the public in each direction between the stations in compliance with the ADA and other Applicable Law, including the provision and upkeep of vehicles;
 - vii. design, construction, operations, and maintenance of an off-site vehicle maintenance facility; and
 - viii. related features for a fully operational point-to-point public transportation system, including wayfinding, fare collection, and seamless integration with the Rancho Cucamonga Station and ONT.
- c. All Work will be required to be in accordance with Applicable Law and approvals, industry best practices, and the requirements of the Contract. The Developer will be responsible for furnishing all labor, material, equipment, services and support facilities for the Work.

9. KEY PROJECT PARAMETERS

Subject to review and final approval of the Project following completion of the environmental review processes required under NEPA and CEQA, including any modifications to the proposed Project scope and/or mitigations or conditions that may be required, the Project is expected to satisfy each of the Key Project Parameters described in this Section 9. More detailed requirements will be included in the RFP.

9.1 Design and Construction

- a. The Project will consist of a subterranean, tunneled solution from the Rancho Cucamonga Station to ONT. Exhibit 1 of Part H depicts one potential alignment for the tunnel; however, the final alignment is to be determined by the Developer subject to approval by the relevant jurisdictions and SBCTA.
- b. The Developer will maximize the use of existing public ROW (by accounting for station and tunnel geometrics) and minimize the need for acquisition of private ROW (including permanent subterranean easements) to the extent possible. The Developer will be responsible for all ROW acquisition. Any acquisitions that require the exercise of eminent domain will be conducted by SBCTA, in its discretion, subject to applicable eminent domain laws, subject to requirements that will be



further detailed in the RFP. Developer shall be solely responsible for all costs and expenses related to ROW acquisitions.

- c. It is preferred that the system contemplate the use of rubber-tired zero emission vehicles. Traction power utilizing either overhead catenary wire or third-rail systems is not to be utilized.
- d. The station at the Rancho Cucamonga Station will be a surface station coordinated with the planned Brightline West-related modification to the existing station. The anticipated location available for station construction is identified in Exhibit 2 of Part H, and renderings of the planned Brightline West-related modifications are included in identified in Exhibit 3 of Part H.
- e. The Project will consist of one of the following configurations for the station(s) at ONT:
 - i. a single underground station centrally located between existing Terminal 2 and existing Terminal 4; or
 - ii. two surface stations, one each in parking lots 2 and 4.

SBCTA, in coordination with and subject to approval by the OIAA, will make a determination regarding the station configuration(s) at ONT in the RFP. The anticipated locations available for station construction at ONT are identified in Exhibit 4 of Part H.

- f. The system will be expandable to accommodate future extensions, additional capacity via a second tunnel, and/or branch lines.

9.2 Operations and Maintenance

- a. It is expected that the system will maintain a customer focus, provide expedited boarding, and conserve operating funds.
- b. Station-to-station travel times from the Rancho Cucamonga Station to the furthest ONT Station will not exceed 5 minutes on average.
- c. Point-to-point travel time from the Metrolink station to the ONT terminal doorways should be as short as possible.
- d. The system will contemplate a transition to automated vehicle operations in the future without the need for significant additional capital investment.
- e. The system will be expandable to accommodate higher peak hour capacities in the future.

9.3 Phased Delivery⁶

- a. Authorization to perform Work under the Contract will be subject to SBCTA's prior issuance of an NTP for such Work. No Work will be permitted to be performed

⁶ SBCTA reserves the right to refine the scope of each NTP at the RFP stage.



(including Work performed at Developer's cost and risk) prior to the issuance of the appropriate NTP.

- b. Work under the Contract will be phased to allow for proper review of the proposed Project under NEPA and CEQA prior to authorization to commence construction, as well as allowing for the necessary funding to be secured. The Contract will provide for the incorporation of mitigations and/or other modifications to the Project scope prior to the issuance of NTP 2. Any such changes to the Contract will be subject to the consent of both SBCTA and the Developer. The decision whether to issue NTP 2 will be in SBCTA's sole and absolute discretion.
- c. NTP 1 will authorize the Developer to perform Work related to:
 - i. development of the necessary preliminary engineering needed to support the environmental review process;
 - ii. any necessary NEPA documentation and review process;
 - iii. any necessary CEQA documentation and review process; and
 - iv. any other required environmental permitting.
(collectively, the "Environmental Review").
- d. NTP 2 will authorize the Developer to:
 - i. perform design work to 100% completion;
 - ii. prepare a ROW acquisition plan (but for certain, not to make written offers to landowners pursuant to the Uniform Act);
 - iii. prepare a utility relocation plan and utility matrix; and
 - iv. obtain any other required permits.
- e. NTP 3 will authorize the Developer to:
 - i. acquire ROW (aside from eminent domain proceedings);
 - ii. perform utility relocations; and
 - iii. commence the construction work.
- f. Following substantial completion of the construction work, NTP 4 will authorize Developer to commence operations and maintenance of the system, including to:
 - i. perform system integration, testing, and validation, as applicable; and
 - ii. upon the issuance of all applicable systems safety and security certifications and demonstrated project readiness, to commence revenue operations.

9.4 Funding Availability

- a. SBCTA's financial contribution to the Project will be subject to a maximum expenditure amount for each phase of the Project.



- b. Subject to Section 10, SBCTA anticipates contributing no more than \$10.3 million in public (local, state, and/or federal) funding to the Project for Work that is to be conducted by the Developer prior to issuance of NTP 3. Of this amount, no more than 20% (approximately \$1.66 million) is available for the Work to be performed under NTP 1.
- c. SBCTA anticipates contribution of additional public funding in the amount of \$45 million during the construction of the Project following NTP 2. This funding amount is subject to SBCTA's receipt of external grant funding. A more detailed maximum expenditure curve detailing the timing and availability of these funds during the construction period will be included in the RFP.
- d. SBCTA anticipates contributing no more than \$1.5 million per year, escalated an average of 3% per year, (from state and local sources) during revenue operations in support of Developer's operations and maintenance costs, in addition to farebox revenues.
- e. SBCTA will be seeking additional funding to establish a Project contingency for unforeseen changes.

10. BID ALTERNATIVE

- a. As an alternative to procuring the Project under the DB Law, SBCTA may consider procuring the Project under the IFA, which provides independent authority for the development of fee-producing infrastructure facilities. The IFA permits the lease of facilities to a private entity for up to 35 years. The IFA excludes any state projects, including any project that is state-financed. As a result, no state funding could be made available for a Project procured under the IFA.
- b. Proposers are invited to express interest in their SOQ in an alternative approach that would provide for a longer O&M Period, but would forgo the state grant funds described in Section 9.4c and the operating term subsidy described in Section 9.4d, each of which are intended to rely on state sources and would preclude eligibility under the IFA.
- c. To the extent a Proposer desires SBCTA to consider an alternative approach under this section, it should include a description of such approach, and how Proposer's approach would differ from the approach taken under the base procurement approach, in the following sections of its SOQ:
 - i. Section 28.4.2 (Overview of Conceptual Approach to Project Operations);
 - ii. Section 28.4.3 (Vehicle Operations and Maintenance Approach and Experience Narrative); and
 - iii. Section 29.1.1 (Financial Approach Narrative & Indicative Plan of Finance).

11. KEY CONTRACT TERMS

Subject to review and final approval of the Project following completion of the environmental review processes required under NEPA and CEQA, including any modifications to the proposed Project scope and/or additional mitigations that may be



required, the Project is expected to satisfy each of the Key Project Parameters set forth in Section 9. More detailed requirements will be included in the RFP.

11.1 Security

Proposer will be required to submit a letter or letters addressed to SBCTA from an Eligible Surety as evidence of the Developer's bonding capacity and ability to secure payment and performance bond during the construction period in the full amount of the construction contract value. Performance security will also be required during the O&M Period.

11.2 Decommissioning

The Contract will include provisions surrounding decommissioning of the Project in the event of an early termination under the Contract, including a Developer default (such as abandonment) and SBCTA exercising its right to not issue an NTP. Decommissioning specifications will address safety concerns, transitional use, and "closing and securing" of the then-built infrastructure, among others. Proposer will be required to provide a letter of credit or other security in a form and amount acceptable to SBCTA to cover costs and expenses associated with decommissioning. Further details will be provided in the RFP.

11.3 Insurance

The Contract will require the Developer to furnish insurance for the Project satisfying the requirements of Applicable Law for insurance typically provided for or otherwise appropriate for projects of a similar size and scope and providing insurance adequate to protect the interests of SBCTA in connection with all risks, including all aspects of the Developer's Work. Without limiting the generality of the foregoing, the Developer will be required to verify that subcontractors engaged or employed to provide work for the Project will carry and maintain similar insurance set forth in the Contract.

11.4 Fare Setting and Collection

- a. Fares or the methodology for setting fares will be determined or approved by the Operations Oversight Agency⁷ and are anticipated to be in line with Metrolink fares, except under the Bid Alternative.
- b. Proposer will be expected to work with the Operations Oversight Agency to design an integrated fare system.
- c. Proposer will be responsible for fare collection and the operation of the fare collection system. All revenues will be remitted to the Operations Oversight Agency on a schedule to be set forth in the RFP. Proposer will be entitled to the farebox revenues and operating subsidies, all to be set forth in the RFP.

⁷ SBCTA remains in discussions with partner agencies regarding long-term responsibility for operations. More detail will be provided in the RFP, however, it is contemplated that SBCTA's rights and obligations under the Contract may be assignable to another public agency for operations oversight. Any assignment or assumption of operating oversight responsibility will not affect the availability of the operating subsidy described in this section.



11.5 Vehicles

- a. Selection and acquisition of vehicles will be the responsibility of Proposer but will be in coordination with SBCTA.
- b. Once a fleet is selected, SBCTA contemplates that the vehicles will be leased to the Operations Oversight Agency for a predetermined cost and term (with an option to extend such term upon the expiration of the term), which will be included as part of the RFP and in accordance with handback requirements referenced in Section 11.10.

11.6 Key Performance Indicators

- a. The Contract will include Key Performance Indicators (“KPIs”) to track measurable performance outcomes of availability and reliability during operations and maintenance of the system. Any payments by the Operations Oversight Agency to the Developer will be subject to deductions for Developer’s failure to meet the requisite performance requirements.
- b. It is anticipated that the RFP will set forth specific KPIs which will be utilized by SBCTA to make deductions from any amount due under the Contract during the O&M Period.

11.7 Business Continuity Plan

To mitigate potential impacts of reasonably unforeseen or unknowable events, or foreseen events that result in material interruptions or suspension of the Work or a reasonable risk in Developer’s ability to perform the Work pursuant to the Contract, the Contract will require the Developer to prepare and maintain a Business Continuity Plan (“BCP”). The BCP will detail topics including BCP governance, impact analyses, risk analyses including assessing the hazards and vulnerabilities (including ground settlement monitoring) the facilities and operations could face, recovery time objectives, plans, measures and arrangements for business continuity, readiness procedures, communication strategies/protocols including notification, coordination with Operations Oversight Agency, and emergency approvals, and a devolution process.

11.8 Inspections

The Contract will set forth specifications with respect to inspections that the Contractor will be required to conduct for various Project elements prior to the expiration of the term of the Contract.

11.9 Rehabilitation

The Contract will set forth requirements for major asset maintenance as part of the asset lifecycle, including replacement, upgrading, and major repairs of assets.

11.10 Handback

The Contract will set forth specific handback requirements that the Developer will be required to meet, including residual-life requirements at the end of the term of the Contract. SBCTA anticipates requiring a two (2) year average residual-life for the vehicle fleet prior



to transfer ownership of the vehicles to the Operations Oversight Agency at the end of the Contract term.

12. FEDERAL REQUIREMENTS⁸

12.1 Generally

This procurement is subject to various federal requirements. The federal requirements set forth in this Section 12 and otherwise in this RFQ are not an exhaustive list of Federal requirements which Developer may be ultimately required to follow. In this Section, Proposer is referred to as “Offeror,” “Bidder,” and “Contractor.”

12.2 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

- a. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- b. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, will be provided. SBCTA current anticipates the following goals:

Goals for minority participation for each trade:	[]
Goals for female participation in each trade:	[]

- c. These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction
- d. The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor will make a good faith

⁸ This Section is subject to modification based on the determination of the lead federal agency and is anticipated to be update by subsequent Addendum.



effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- e. The Contractor will provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- f. As used in this notice and in the contract resulting from this solicitation, the "covered area" is any property controlled by OIAA.

12.3 DBE⁹

- a. Proposers are informed that SBCTA, in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d and §2000e, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Federal Transit Law at 49 USC §5332, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, will affirmatively ensure that Proposer will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability in regard to any contract entered into pursuant to this RFQ, and has established a Disadvantaged Business Enterprise ("DBE") Program that the Contract will be subject to the provisions thereof.
- b. It is the policy of SBCTA that DBEs, as defined in 49 CFR, Part 26, will have the maximum practicable opportunity to participate in the performance of the Contract. Each Proposer will agree to take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and perform work under the Contract. SBCTA's DBE Goals and Commitments can be accessed at this website: <https://www.gosbcta.com/doing-business/dbe/>.

12.4 Buy America

The Developer will be required to comply with the Buy America Act, 49 U.S.C. 5323(j) and 49 C.F.R. part 661. The Contract may include an evaluation factor that will give

⁹ SBCTA is in the process of determining the applicable DBE requirements.



consideration to Shortlisted Proposers that present a commercially reasonable plan to exceed the minimum threshold for rolling stock.¹⁰

12.5 Other Federal Requirements

Proposer will be required to comply with the following requirements:

- a. the Davis-Bacon Act;
- b. Byrd Anti-Lobbying Amendment; and
- c. Section 6002 of the Solid Waste Disposal Act.

13. PROJECT WEBSITE

13.1 Project Website

- a. SBCTA has assembled documents and information relating to the Project, which will be made available to Proposers and the public at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=20136> (the "Project Website").
- b. Notwithstanding the public nature of the Project Website, SBCTA recognizes that a competitive and secure procurement process may require confidential communications and disclosures with and to Proposers, any Shortlisted Proposers, and the Preferred Proposer. As such, to the extent necessary to preserve confidentiality for such purposes, SBCTA reserves the right to establish a limited-access website, limit access to certain portions of the Project Website and/or conduct direct written or oral communications with Proposers, Shortlisted Proposers, and the Preferred Proposer. Information regarding such a resource will be provided to Proposers at a later date if needed.

14. DISCLAIMER OF RELIANCE ON PROJECT INFORMATION

- a. SBCTA does not make, nor will it be deemed to have made, any representation, warranty, or guarantee as to the accuracy, completeness, utility, or relevance of any Project Information or information on third party websites, whether referred to in the RFQ, or otherwise made available by the SBCTA. SBCTA has no obligation to update any Project Information, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein.¹¹
- b. Proposers will assume full responsibility for their use of any Project Information and will not be entitled to rely on any such Project Information. Proposers will be solely responsible or liable for any lack of accuracy, completeness, utility, or

¹⁰ This provision is under review.

¹¹ Potential Proposers are instructed to email the RFQ Procurement Contact for access to base GIS mapping files for Proposer's use in preparation of the SOQ. Section 14 will apply to any use of such mapping information by Proposer.



relevance of, or for any interpretations of or conclusions drawn from, any Project Information.



PART C: PROCUREMENT RULES

15. COMMENTS, QUESTIONS AND REQUESTS FOR CLARIFICATION

15.1 General Requirements for Preparation and Delivery of RFQ Comments

15.1.1 Timing of RFQ Comments

- a. Proposers may submit written comments, questions and/or requests for clarification (collectively, “RFQ Comments”) relating to the RFQ, including any addenda, to SBCTA at any time prior to the RFQ Comment Deadline.
- b. Notwithstanding the RFQ Comment Deadline, Proposers are encouraged to submit RFQ Comments with respect to the RFQ, or a particular addendum, as and when they are ready for submission. To the extent reasonably practical, substantively related comments should be delivered simultaneously.
- c. Proposers should assume that SBCTA will not consider any RFQ Comments that are submitted after the RFQ Comment Deadline, except reasonable logistical questions received after such deadline, the response to which may be necessary to facilitate timely and compliant delivery of Proposals.

15.1.2 Form and Submission of RFQ Comments

- a. All RFQ Comments will be:
 - i. in the form of Form 1 and compliant with the instructions provided in that Form; and
 - ii. written so as not to identify Proposer in the body of the question or comment.
- b. In accordance with the instructions provided in Form 1, Proposers will categorize their comments by reference to one of three categories: Categories “A” and “B” correspond to different types of substantive comments and Category “C” corresponds to drafting comments.
- c. RFQ Comments will be submitted to the RFQ Procurement Contact by e-mail to db@gosbcta.com, in which case the subject line will be “Tunnel to Ontario International Airport Procurement: [Proposer Name] RFQ Comment Submission No. []”. Proposers are responsible for ensuring the receipt of their RFQ Comments by SBCTA through the use of automated receipt and read message confirmations.
- d. Proposers should assume that SBCTA will not consider any RFQ Comments that are:
 - i. telephone or oral comments; or
 - ii. submitted (A) by a person with no clear affiliation to Proposer that such person purports to represent or (B) to a person other than the RFQ Procurement Contact.



15.1.3 Responses to RFQ Comments

- a. SBCTA may, in its discretion, elect to address RFQ Comments within an addendum to this RFQ that by its terms either reflects, or declines to reflect, a response to the substance of such comments.
- b. SBCTA may also, but is not obligated to, provide written responses to RFQ Comments. SBCTA will endeavor to provide any written responses within the timeframes indicated in the Procurement Schedule and otherwise within a reasonable period following receipt. In responding to RFQ Comments, SBCTA may rephrase them as it deems appropriate and may consolidate similar comments. SBCTA may also create and answer questions independent of those submitted by Proposers.

16. ADDENDA

SBCTA reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Submission Deadline. All effective addenda will be in writing and will only be posted to the Project Website. In issuing an addendum shortly before the SOQ Submission Deadline, SBCTA will consider whether an extension of the SOQ Submission Deadline or any other step(s) in the procurement process is warranted.

17. COMMUNICATIONS AND CONTACTS

17.1 Proposer Contacts

Following a Proposer's submission of a SOQ, all future communications by SBCTA will be made to that Proposer's "Official Representative" whose contact information is included in the "Proposal Letter" submitted in the SOQ.

17.2 Rules for Communications and Contact

17.2.1 Application of the Rules

- a. The rules of contact specified in Section 17.2.2 will apply during the procurement for the Work, effective as of the date of issuance of this RFQ through the execution of the Contract (the "Restricted Contact Period").
- b. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by SBCTA in connection with the draft RFP process and in the RFP.
- c. Contact includes face-to-face, telephone, any form of video conferencing, facsimile, e-mail, or written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

17.2.2 Rules of Contact

The specific rules of contact during the Restricted Contact Period (unless another period is otherwise noted) are as follows:

- a. After release of the RFQ, no Restricted Person will communicate with another Proposer or its team members with regard to the RFQ, the RFP or either team's



Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Section 19.3) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams. In addition, contact among Proposer organizations is allowed during SBCTA-sponsored informational meetings.

- b. SBCTA will be the sole contact for purposes of this procurement, the RFQ, and the RFP. Proposers will correspond with SBCTA regarding the RFQ and RFP only through SBCTA's designated representative which initially will be:

Mr. Jeffery Hill, Procurement Manager
San Bernardino County Transportation Authority
1170 W. 3rd St., Second Floor
San Bernardino, CA 92410
Phone: 909.884.8276
db@gosbcta.com

(as updated by SBCTA from time to time, the "RFQ Procurement Contact"). Any official information regarding the Work and the Project will be disseminated from SBCTA either from an official email account or on agency letterhead, in either case from the RFQ Procurement Contact. SBCTA will not be (and will be deemed not to be) responsible for, and Proposers may not rely (and will be deemed not to have relied) on, any oral or written communication or contact or any other information or exchange that occurs outside the official process specified in this RFQ.

- c. Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Contract, (ii) rejection of all Proposals by SBCTA, or (iii) cancellation of the procurement, no Proposer or representative thereof will have any *ex parte* communications regarding the RFQ, RFP, the Contract, or the procurement described in this RFQ with:
 - i. any SBCTA Board member; and/or
 - ii. any SBCTA staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Section 17), except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFQ Procurement Contact, in his sole discretion.

The foregoing restriction will not, however, preclude or restrict communications with regard to matters unrelated to the Work, the Project, this RFQ, the RFP, the Contract or the procurement or limit participation in public meetings or any public or Proposer workshop related to the Work, the Project, this RFQ or the RFP.

- d. Proposers will not directly or indirectly contact or communicate the following identified stakeholders regarding the Work, the Project, this RFQ, or the RFP, including employees, representatives, members, consultants, and advisors of the stakeholders listed below (provided that, with respect to consultants and advisors, such restrictions on contact and communications only apply to the extent any such



consultant or advisor provides or has provided services related to the Project, this RFQ, or the RFP):

- i. OIAA;
 - ii. City of Rancho Cucamonga;
 - iii. City of Ontario;
 - iv. San Bernardino County;
 - v. FTA; and
 - vi. FAA.
- e. In order to ensure that, among other things, the procurement is implemented in a fair, competitive and transparent manner, SBCTA will provide any necessary intermediary coordination during the procurement process between Proposers, on the one hand, and the stakeholders and related Persons who are the subject of the restrictions in Section 17.2.2.d, on the other hand, provided that Proposers are permitted to submit written requests to SBCTA, via the RFQ Procurement Contact, for its approval, to be given in its discretion, to:
- i. engage a consultant or advisory firm that also acts for any such stakeholder in connection with the Project, this RFQ or the RFP, subject to such firm's implementation of Information Barriers; and
 - ii. engage in SBCTA-monitored contacts or communications with any such stakeholder or related Person.

Any such requests should identify the anticipated benefits to the Project and/or the procurement process that may result from the requested engagement, contact or communication.

17.2.3 Violation of Rules of Contact

Any communications or contacts determined to be prohibited by the rules outlined in Section 17.2.2 or otherwise improper, at the sole discretion of SBCTA, may result in disqualification of one or more Proposers.

18. ORGANIZATIONAL CONFLICTS OF INTEREST¹²

18.1 General Requirements

- a. Proposers are required to comply with certain FTA and SBCTA conflict of interest policy requirements for the Project, as more fully set forth in Section 18.2 below.
- b. This Section 18.1 provides information regarding conflict of interest policies and requirements applicable to Proposers and their team members. SBCTA's goals in adopting these policies and requirements include:

¹² This Section is subject to modification based on the determination of the lead federal agency.



- i. protecting the integrity, transparency, competitiveness and fairness of the planning, procurement, design, construction and development of the Project;
- ii. avoiding circumstances where a potential Developer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a consultant;
- iii. providing guidance to potential Developers in establishing teams for the procurement of the Project; and
- iv. ensuring compliance with applicable legal requirements.

18.2 Federal and SBCTA Requirements and Prohibitions

18.2.1 Federal Requirements

Proposers are required to comply with FTA's organizational conflict of interests guidance found in Circular 4220.1F and the Federal Common Grant Rule, 2 C.F.R. 200.11. All Persons participating in the procurement should be familiar with all requirements of applicable federal law and FTA regulations, circulars and guidance, including all applicable FTA-third-party procurement and contracting requirements and FTA Circular 4220.1F terms regarding organizational conflicts of interest. Any failure to comply with the FTA requirements in any respect, including the failure to disclose any actual, perceived or potential conflict of interest, may result in a Proposer's disqualification from participating in the solicitation.

18.2.2 SBCTA Requirements

- a. Proposers are required to comply with SBCTA's Conflict of Interest Policy for the Project, which is available at <http://www.gosbcta.com/about-sbcta/do-biz-contracting.html>.
- b. Without an exception granted by SBCTA with respect to SBCTA's Conflict of Interest Policy, it is SBCTA's policy that any Person under contract, or previously under contract with SBCTA to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Developer team. Exceptions to this policy may be granted by SBCTA, consistent with Applicable Law, upon written request from such Person, if it is determined that the Person's involvement is in the best interest of the public and would not constitute an unfair advantage. Proposer teams seeking such exception will submit such written request as soon as possible. No extension of the SOQ Submission Deadline will be given, nor will SBCTA be responsible for any inability or failure to respond to any such request prior to the SOQ Submission Deadline.
- c. Proposers are also advised that SBCTA's guidelines relating to organizational conflicts of interest in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such Applicable Law will also apply to



Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

18.3 Disclosure of Conflicts

- a. Proposer will provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest (i) at any time during the Restricted Contact Period, as soon as such conflict is discovered, and (ii) in its SOQ (which requirement may be satisfied by inclusion of a confirmation that no such organizational conflicts of interest exist in relation to such Proposer).
- b. With regard to each disclosure pursuant to 18.3.a, Proposer will state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.
- c. By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is discovered, Proposer must make an immediate and full written disclosure to SBCTA that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, SBCTA may disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a Contract as Developer, SBCTA may terminate the Contract. In either case, SBCTA reserves all legal rights and remedies. Proposers should not view the list in Section 18.4 as an exhaustive list of those firm(s) that have or may have conflicts of interest.

18.4 Persons with Organizational Conflicts of Interest

Proposer is prohibited from teaming with, including on a Proposer team (as contractor, subcontractor, consultant or subconsultant), receiving any advice from, or discussing any aspect relating to the Work or the Project or the procurement of the Work or the Project with any Person or entity with an organizational conflict of interest, including, but not limited to:

- a. Kaplan Kirsch and Rockwell, LLP;
- b. Jacobs Engineering Group Inc., and Leigh Fisher Consultants, a wholly owned subsidiary;
- c. KavPlan, LLC;
- d. 2kbrt Consulting, LLC;
- e. Grimshaw Architects;
- f. any other Person that, to the best of Proposer's knowledge and belief:



- i. was or is engaged by SBCTA or any of the above listed entities in connection with the Project, this RFQ or the RFP; or
- ii. had access to non-public information regarding the same by virtue of an otherwise unrelated engagement;
- g. any entity that submits a proposal to SBCTA, either individually or as part of a submitting team, in response to RFP 21-1002452 in pursuit of the PCM role for the Project; and
- h. Affiliates of the foregoing.

19. LIMITATIONS ON PROPOSER TEAM MEMBERSHIP

19.1 Proposer Team Members On More Than One Team

Major Participant and Key Personnel

- a. To ensure a fair and competitive procurement process each Major Participant, Key Personnel or any Person related thereto, may not be a member in any capacity or otherwise participate in the submission of any other Proposer team, during the course of the procurement process.
- b. If a Proposer is not selected as a Shortlisted Proposer, then following public announcement of the identity of the Shortlisted Proposers, the members of each unsuccessful Proposer team will be free to participate on Shortlisted Proposer teams, subject to compliance with the still applicable requirements of this RFQ.
- c. SBCTA anticipates that the RFP will prohibit and/or otherwise restrict Shortlisted Proposers' ability to enter into and maintain exclusivity arrangements with (A) monoline insurers, (B) commercial banks, and (C) more than one underwriter.

19.2 Licensing Requirements

- a. Proposer will not be required to be licensed by SBCTA as a condition of submitting a SOQ or being Shortlisted. However, the Developer, Lead Contractor, and Lead Designer must be licensed in the State at the time of Contract award and provide evidence that the Developer and its Lead Contractor and Lead Designer have, or at the time of Contract award will have, all licenses, registrations, and credentials required to design and construct the Project, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date.
- b. In addition, members of Proposer team and individuals (including professional engineers) that will be undertaking work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or certificate is granted and license or certificate number) must be referenced on resumes included with Form 9 of this RFQ.



- c. Proposer's attention is directed to California Public Contract Code Section 20103.5, which provides:

"The first payment for work or material under any contract will not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed will be subject to all legal penalties imposed by Applicable Law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board."

- d. Additional licensing requirements with respect to the submission of Proposals will be included in the RFP.

19.3 Other Limitations on Proposer Team Membership

- a. To ensure a fair and competitive procurement process:
 - i. Lead Contractors, Lead Designers, Financially Responsible Parties, and legal advisors of Proposer teams are forbidden from participating, in any capacity, as a team member of another Proposer team during the course of the procurement.
 - ii. Individuals serving Key Personnel roles on one Proposer team may not serve any role on another Proposer team.
 - iii. Entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams or act as Lead Contractors, Lead Designers, or Financially Responsible Parties on separate Proposer teams.
- b. If a Proposer is not Shortlisted as part of the RFQ evaluation process, then following public announcement of the identity of the Shortlisted Proposers the members of each unsuccessful Proposer team (including Lead Contractors, and Lead Designers) will be free to participate on Shortlisted Proposer teams, subject to the still-applicable requirements of this RFQ, including Sections 18 and 19. Any Proposer that fails to comply with the prohibition contained in this Section 19.3 may be disqualified from further participation as a Proposer for the Work.

20. CHANGES IN PROPOSER ORGANIZATION

20.1 General Restrictions on Changes

Subject to Section 20.2, no Proposer will:

- a. add, delete or substitute a Major Participant, Key Personnel, or other Persons specifically identified in its SOQ as being part of its team;
- b. materially alter the relationships or responsibilities among any of the Major Participants, Key Personnel, or other Persons specifically identified in its SOQ, or with any Affiliate of a Major Participant, the experience of which is included in its SOQ; or



- c. otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete,

(each, an “Organizational Change”) at any time from the SOQ Submission Deadline to the date of the public announcement of the identity of the Shortlisted Proposers.

20.2 Organizational Changes for Shortlisted Proposers

- a. Shortlisted Proposers may make Organizational Changes with SBCTA’s consent, to be given in SBCTA’s discretion. As a condition to making any such Organizational Change, a Shortlisted Proposer must submit to SBCTA a description of the proposed change and any relevant documentation related to the change.
- b. While SBCTA reserves the right to withhold its consent to any Organizational Change under Section 20.2.a in its discretion, SBCTA expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:
 - i. render Proposer materially different from or less qualified than Proposer originally selected as a Shortlisted Proposer;
 - ii. result in any actual or potential organizational conflict of interest;
 - iii. cause the Shortlisted Proposer to be in violation of another provision of this RFQ; and/or
 - iv. any other factors that SBCTA considers relevant or material.

21. OPTIONAL PRE-SOQ ONE-ON-ONE MEETINGS

21.1 Intent of Pre-SOQ One-on-One Meetings

- a. SBCTA invites each Proposer, at its option, to participate in pre-SOQ one-on-one meetings between the SBCTA and the Major Participants. Pre-SOQ one-on-one meetings will only be provided, in SBCTA’s sole discretion, to constituted teams and not to individual entities.
- b. The one-on-one meetings are intended to provide Proposer an opportunity to obtain a better understanding of the Project and ask questions and/or provide feedback on the RFQ, as well as provide SBCTA with an opportunity to obtain a better understanding of Proposer’s concerns. The pre-SOQ one-on-one meetings are not an opportunity for Proposer to discuss its qualifications and experience.
- c. During the pre-SOQ one-on-one meetings, SBCTA is interested in receiving initial feedback from Proposer on its general approach and/or major issues that Proposer believes SBCTA will need to address by addendum to ensure a successful procurement, including:
 - i. SBCTA’s approach to the procurement;



- ii. additional information that would assist Proposers during the RFQ and RFP processes; and
- iii. clarification of the RFQ process, specific statements in the RFQ, and/or timeframes relating to the RFQ.

21.2 Requesting Pre-SOQ One-on-One Meetings

Proposers, at their option, may request a pre-SOQ one-on-one meeting by email to the RFQ Procurement Contact, including the following information:

- a. a list of Major Participants known to be on Proposer's team;
- b. a list of Proposer's one-on-one meeting attendees, which will include Major Participants only (include name, title, and firm); and
- c. a written list of issues, topics, or requirements that Proposer wishes to discuss during the meeting.

21.3 Pre-SOQ One-on-One Meeting Rules and Procedures

The following rules and procedures will apply to the pre-SOQ one-on-one meetings:

- a. Proposers will adhere to the allotted time scheduled for their respective pre-SOQ one-on-one meeting.
- b. During pre-SOQ one-on-one meetings, Proposers may ask questions, make observations, or suggest possible revisions to the RFQ. SBCTA may, but is not required to, respond to questions asked by Proposers in one-on-one meetings. Any responses provided by SBCTA may not be relied upon by Proposers. Nothing stated at a pre-SOQ one-on-one meeting will modify the RFQ unless incorporated by addendum.
- c. Except as otherwise provided in the RFQ, SBCTA will not discuss with a particular Proposer any information submitted by another Proposer.
- d. Proposers will not seek to obtain commitments from SBCTA in pre-SOQ one-on-one meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- e. No aspect of a pre-SOQ one-on-one meeting is intended to provide any Proposer with access to information that is not similarly available to other Proposers.
- f. No part of the evaluation of SOQs will be based on conduct or discussions that occur during pre-SOQ one-on-one meetings.
- g. Proposers will not be permitted to distribute materials during the meeting.
- h. Proposers will refrain from promotional or marketing pitches related to the qualifications of the Major Participants.

22. DISQUALIFICATION FOR NON-COMPLIANCE

Any violation by any Proposer or other Person (including any Major Participant or Key Personnel) of, or failure to comply with, Sections 17.2, 18, 19.3.a or 20 may, in SBCTA's



discretion, result in the relevant (a) Proposer, (b) Person and/or (c) Proposer with which such Person is affiliated, being disqualified from further participation in the procurement or the Project.



PART D: SOQ SUBMISSION REQUIREMENTS

23. DELIVERY TIMING AND PROCEDURE

23.1 Location and Manner of Delivery

- a. SOQs will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose for this Project, Proposers must be registered with SBCTA's PlanetBids Vendor Portal website.¹³
- b. A firm must accept the terms and conditions in order to proceed. Proposers will have a series of tabs and may save their SOQ at any time as a draft. Proposers may edit the SOQ as often as they need to until the SOQ Submission Deadline. SOQs received after the SOQ Submission Deadline will be returned to the Proposer without further consideration or evaluation.
- c. Each Volume will be individually marked and be one document when uploaded to PlanetBids Vendor Portal website.

23.2 Timeliness of Delivery

- a. SOQs must be submitted by the SOQ Submission Deadline. Time is of the essence and any SOQ received after the SOQ Submission Deadline will be rejected and returned.
- b. SOQs will be accepted by SBCTA during normal business hours up to the SOQ Submission Deadline.

23.3 Responsibility for Delivery

- a. Proposers are solely responsible for assuring that SBCTA receives their SOQs by the SOQ Submission Deadline pursuant to Section 23.1.a.
- b. SBCTA will not bear any responsibility for any delays in delivery, including those caused by weather, difficulties with internet or servers, improper, incorrect or incomplete uploading of documents.

24. GENERAL REQUIREMENTS FOR PREPARATION AND SUBMISSION

24.1 General

- a. It is SBCTA's expectation that SOQs submitted in response to this RFQ will provide enough information about the requested items so as to allow SBCTA to evaluate Proposers based on the criteria in this RFQ. Proposers will not electively include in SOQs any information or materials in addition to the information and materials specifically requested in this RFQ. SBCTA expects that SOQs will be developed to address the Project-specific SOQ submission requirements. As such, standard corporate brochures, awards, licenses and marketing materials should not be

¹³ SBCTA's Vendor Portal website can be accessed at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20136>.



included in a SOQ, although reference can be made to awards and licenses where reasonably relevant or expressly requested.

- b. SOQs will be submitted exclusively in the English language inclusive of United States customary units of measure, and financial terms in United States dollar denominations.
- c. If any Major Participant is expected to be a Joint Venture, or a newly formed or special purpose entity, then all members or partners of that Joint Venture or other entity will collectively be considered to be a Major Participant on a joint and several basis. Therefore, any information that is required to be submitted as part of the SOQ by such Major Participant must be submitted by each member or partner of the Joint Venture or other entity unless otherwise expressly provided. These requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership.
- d. If any Major Participant is expected to be a Joint Venture, and the obligations of the members and partners of such Joint Venture will not be joint and several, then such Proposer must clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its SOQ. Proposers should note, however, that SBCTA may, in its discretion, based upon its review of a Proposer's SOQ or Proposer's form of organization, require all members or partners of any Major Participant that is a Joint Venture to assume joint and several liability as a condition precedent to a Proposer being selected as a Shortlisted Proposer.
- e. If a Proposer does not include information or materials in its SOQ that are described as required only if certain circumstances apply (and such circumstances do not apply) under any of the SOQ submission requirements, then to facilitate SBCTA's evaluation such Proposer will include in the relevant section in its SOQ a statement to the following effect: "[Cross referenced requirement of the RFQ] do[es] not apply because [to insert brief explanation]."
- f. Any units included in the SOQ will be United States customary units (and not using the International System of Units). All references to currency will use U.S. dollars. Notwithstanding such requirements, additional references may be made to the International System of Units and to monetary amounts in a different base currency provided that any such amounts are also specified in US dollars at an appropriate rate of conversion specified in the SOQ.
- g. Any reference in the SOQ submission requirements in this RFQ or in any Form to a prior time period (e.g., the past 10 years, the past 12 months, etc.) is to such period ending on the date of this RFQ's initial issuance, provided Proposers will have an obligation to promptly disclose any subsequent events or circumstances that occur prior to SBCTA's notification of award to the extent that such events would otherwise result in the SOQ containing an untrue statement of a material fact or an omission of a material fact necessary to make the SOQ's contents true and otherwise not misleading.



- h. Except for items identified below as Pass-Fail criteria, qualifications that may not strictly meet the stated objectives in this RFQ will not generally result in a rejection or disqualification of Proposer. However, the scoring for that particular element of the SOQ may be negatively impacted, in SBCTA's discretion.
- i. Similarly, higher scores will be awarded for qualifications that exceed the stated criteria. In scoring individual qualifications presented for evaluation, SBCTA will generally (but not necessarily) score higher those qualifications that meet many of the following attributes, in no particular order:
 - i. projects completed under budget and on an expedited schedule;
 - ii. experience with larger, more difficult projects;
 - iii. positive project references;
 - iv. qualifications that demonstrate a commitment to ensuring quality in project delivery;
 - v. qualifications that demonstrate cohesiveness of the proposed team;
 - vi. recency of projects; and
 - vii. completed projects.

24.2 Format

24.2.1 Electronic Copies

- a. Each Proposer will submit an electronic copy of each of:
 - i. the SOQ; and
 - ii. the SOQ with confidential information redacted, in searchable and printable format compatible with portable document format (.pdf) (except that the original executed letters need not be searchable).
- b. The ".pdf" submissions must be organized to correspond to the "tab" requirements in Section 24.
- c. Proposer will submit one clean and one redacted copy of its Proposal, and will clearly mark "Clean" or "Redacted", as applicable, in the .pdf file name.
- d. Proposer will bear sole responsibility for ensuring successful delivery of the electronic submission, by e-mail or other means, by the SOQ Submission Deadline.

24.2.2 Redacted SOQ

- a. Each Proposer that submits a SOQ containing Public Records Exempt Materials must prepare and submit one digital copy of a redacted version of each volume of the SOQ that contains Public Records Exempt Materials. This redacted version must be identical to the corresponding volumes of the SOQ other than redactions that only exclude Public Records Exempt Materials.



- b. The redacted SOQ will be included as a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:
 - i. as the first page, the Confidential Contents Index in the form of Annex B of the Proposal Letter (Form 2); and
 - ii. the redacted contents from each of Volumes 1 through 3, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.

24.2.3 Pages and Numbering

- a. Submissions must be prepared on 8-1/1" x 11" sized white paper, except as noted in Paragraph "c" below.
- b. Font sizes will be no smaller than 11-point font, provided the font in organizational charts, graphics and tables may be smaller than 11-point provided it is legible, and that such graphics and tables are not produced for the primary purpose of working around the 11-point font restriction for narrative text.
- c. 11" x 17" pages are only allowed for schematics, organizational charts, other drawings and schedules but not for narrative text.
- d. Each printed side will be considered one (1) page and each 11" x 17" will be included in the page count as one (1) page provided that 11" x 17" pages are not being used for the primary purpose of working around the page number restrictions, in which case they will be counted as two (2) pages.
- e. All pages will be sequentially numbered within each volume.

24.2.4 Signatures

All signed documents included in a SOQ may be executed in one or more counterparts, the originals of which together will be deemed to be an original.

25. OWNERSHIP OF SOQ

SBCTA will retain full title to and ownership of all SOQ, Pre-Proposal Submissions, Proposals (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Agreement to Purchase Intellectual Property) and other Proposer submissions (excluding ATCs, AFCs, Design Submissions and Development Plans except to the extent provided in an executed Agreement to Purchase Intellectual Property) made pursuant to this RFQ or the RFP. Notwithstanding the foregoing, Proposers may use and reproduce any elements of a SOQ, Pre-Proposal Submission or Proposal that are standard and not unique to the subject of the submission and the Project.

26. SUBMISSION CONTENTS AND ORGANIZATION

Proposers must organize their SOQ in the order outlined below in this Section 24. Proposers are responsible for submitting with the SOQ all materials required by this RFQ. Additional material is subject to any applicable page limitation. Each volume may be



subdivided as needed, so long as Proposers tab the content of their SOQ to correspond to the section reference for ease of SBCTA's review.

<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
n/a (Cover Document)	Cover Letter		
VOLUME 1	Legal and Administrative Submission		
	Proposal Letter	Section 27.1	N/A (Form 2)
	Information Regarding Proposer	Section 27.2	N/A (Form 3)
	Conflict of Interest Statements	Section 27.3	N/A
	Participant Disclosure Form	Section 27.4	N/A (Form 4)
	Legal Disclosures	Section 27.5	N/A (Form 5)
	Legal Certifications	Section 27.6	N/A (Form 6)
	Safety Record Questionnaire	Section 27.7	N/A (Form 8)
VOLUME 2	Technical Submission		
n/a (Cover Document)	Executive Summary	Section 28.1	2 pages
Chapter 1 (Team Background)	Narrative of Organizational and Management Structure	Section 28.2.1	2 pages (Chapter 1 total)
	Organizational Charts	Section 28.2.2	
Chapter 2 (Project Approach – D&C)	Project Management Approach (D&C)	Section 28.3.1	20 pages (Chapter 2 total)



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Overview of Conceptual Approach to Project Design and Construction	Section 28.3.2	
	Environmental Approvals Process Approach and Experience Narrative	Section 28.3.3	
	Utility, Railroad, and ROW Acquisition Approach and Experience Narrative	Section 28.3.4	
	Permitting Approach and Experience Narrative	Section 28.3.5	
	Construction Engineering Methodology Approach and Experience Narrative	Section 28.3.6	
	QA/QC and Worker Safety Approach and Experience Narrative	Section 28.3.7	
	Systems Safety Certification and Security Experience and Approach Narrative	Section 28.3.8	
Chapter 3 (Project Approach – O&M)	Project Management Approach (O&M)	Section 28.4.1	10 pages (Chapter 3 total)
	Overview of Conceptual Approach to Project Operations Narrative	Section 28.4.2	
	Vehicle Operations and Maintenance Approach and Experience Narrative	Section 28.4.3	
	Emergency Access and Egress	Section 28.4.4	



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Accessibility Approach Narrative	Section 28.4.4	
	User Experience Approach Narrative	Section 28.4.6	
	Future Expansion Narrative	Section 28.4.7	
	Maintenance-Specific Monitoring Narrative	Section 28.4.8	
Chapter 4 (Project Maps)	Conceptual Alignment Map and Indicative Cross-Sections	Section 28.5.1	2 pages (11x17)
	Conceptual Station Layout Map	Section 28.5.2	3 pages (11x17)
Chapter 5 (Project Schedule)	Project Schedule	Section 28.6	1 page (11x17)
Chapter 6 (Project Experience)	Project Experience Narrative	Section 28.7.1	8 pages (Chapter 6 total, excluding Form 7)
	Reference Project Experience	Section 28.7.2	
	Additional Reference Projects Demonstrating Environmental Approvals, Utility, Railroad, and ROW Acquisition Experience	Section 28.7.3	
Chapter 6 (Key Personnel)	Project Organizational Chart(s) (D&C and O&M)	Section 28.8.1	2 pages (11x17)



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Key Personnel Information	Section 28.8.2	2 pages each + 2 page resume
	Key Personnel Capacity and Availability	Section 28.8.3	1 page
	Skilled Labor Force Availability	Section 28.8.4	1 page
VOLUME 3	Financial Submission		
Chapter 1 (Financial Approach)	Financial Approach Narrative & Indicative Plan of Finance	Section 29.1.1	2 pages
	Indicative Schedule of Values (Non-Binding)	Section 29.1.2	N/A (Form 11)
Chapter 2 (Financial Statements and Financial Capacity)	Fiscal Year and Auditing Requirements	Section 29.2.1	N/A
	Financial Statements	Section 29.2.2	N/A
	Material Changes in Financial Condition	Section 29.2.3	N/A
	Off-Balance Sheet Liabilities	Section 29.2.4	N/A
Chapter 3 (Support Letters)	Financially Responsible Party Letters of Support	Section 29.2.6	N/A



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Equity Funding Support Letters	Section 29.2.7	N/A
	Surety Letters	Section 29.2.8	N/A
	Credit Ratings	Section 29.2.9	N/A
	Other Requirements	Section 29.2.10	N/A
VOLUME 4	Redacted Submission		
(Provide Separately)	Redacted SOQ (excluding the materials that are exempt from disclosure under the Public Records Law)	Section 30	N/A
(Provide Separately)	Redacted Materials	Section 30	N/A

27. VOLUME 1 – ADMINISTRATIVE SUBMISSION

27.1 Proposal Letter

- a. Proposer will provide a Proposal Letter in the form of Form 2.
- b. An authorized representative of each Major Participant must countersign the certification set out at the end of Form 2.
- c. Signature blocks on Form 2 may be modified to properly reflect the authority of the person signing, although the corresponding certification language must not be altered.

27.2 General Information

Proposer will provide general information regarding Proposer in the form of Form 3 for each of:

- a. Proposer;
- b. the Lead Contractor;
- c. the Lead Designer;



- d. the Lead Operator;
- e. the Lead Tunnel Engineer, if any;
- f. the Lead Environmental Coordinator;
- g. the Right of Way Acquisition Coordinator;
- h. the Utility Coordinator; and
- i. any Financially Responsible Party.

27.3 Conflict of Interest Statement

Taking into account Section 18, Proposer will provide either:

- a. confirmation of absence of any organizational conflicts of interest and any potential organizational conflict of interest; or
- b. narrative description of any organizational conflicts of interest or potential organizational conflict of interest.

27.4 Participant Disclosure Form

Proposer will provide completed participant disclosure forms in the form of Form 4. Form 4 should be completed for each Major Participant that is part of a Proposer team.

27.5 Legal Disclosures

Proposer will provide completed legal disclosures in the form of Form 5. A single Form 5 should be completed for the entire Proposer team.

27.6 Legal Certifications

Proposer will provide completed legal certifications in the form of Form 6. Form 6 should be completed for each Major Participant that is part of a Proposer team.

27.7 Safety Record

Proposer will provide a completed safety record questionnaire in the form of Form 8 for the Lead Contractor only.

28. VOLUME 2 – TECHNICAL SUBMISSION

28.1 Executive Summary

Proposer will provide an Executive Summary, in the form of a narrative which should:

- a. be written in a non-technical style; and
- b. contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the key points of Proposer's SOQ.



28.2 Chapter 1 – Team Background

28.2.1 Narrative of Organizational and Management Structure

Proposer will provide a narrative of its proposed organizational and management structure for the Project as it relates to technical expertise and execution, including an explanation as to how:

- a. Proposer anticipates constructively integrating and effectively utilizing the collective experience of all its team members (including Major Participants, Key Personnel and other individual professionals); and
- b. such structure will facilitate implementation of the Project.

28.2.2 Organizational Charts

- a. Proposer will provide an organizational chart depicting the corporate structure of the Project team, depicting the Developer, each of the Major Participants, and the proposed teaming relationships between each, including:
 - i. for each such entity, identification of interim and ultimate parent companies (up to at least the level of Financially Responsible Parties), where relevant; and
 - ii. for each such entity, percentages of ownership equity holdings by each interim and ultimate parent company (up to at least the level of Financially Responsible Parties) where relevant.
- b. Proposer will provide a Project team organizational chart identifying Key Personnel and Proposer's (and/or, if different) Developer's professional and management structure for the purposes of delivering the Project.

28.3 Chapter 2 – Project Approach (Design & Construction)

28.3.1 Project Management Approach (Design & Construction)

Proposer will provide a narrative of its general approach to management and oversight of the Project during the D&C Period, which may include:

- a. day-to-day project management and reporting;
- b. schedule and cost management;
- c. resource management;
- d. quality control/assurance;
- e. safety management;
- f. document management; and
- g. risk management.

28.3.2 Overview of Conceptual Approach to Project Design and Construction

Proposer will provide its conceptual approach to the design and construction of the Project, including:



- a. a summary of Proposer’s tunnel alignment;
- b. anticipated approach to project development and construction, including construction phasing;
- c. a description of the proposed approach to serving passengers and interfacing with Metrolink service, future Brightline West rail service, and the future West Valley Connector Bus Rapid Transit service at the Rancho Cucamonga Station, including how Proposer’s plans overlays on the station diagram included as Exhibit 2 of Part H;
- d. a description of the proposed approach to serving passengers arriving and departing ONT through two alternative station concepts, including:
 - i. a single underground station at ONT that will minimize impacts to existing parking lots and roadways, as well as provide maximum flexibility for future terminal development that may be required to meet passenger activity demand;
 - ii. surface stations that also reflect the above priorities, while ensuring that access to both Terminal 2 and Terminal 4 is as convenient for passengers as possible;
 - iii. a statement of the estimated capital cost difference between the two alternative station concepts; and
 - iv. how each of the alternative station concepts overlays on the potential station development diagram included as Exhibit 4 of Part H and impacts the existing ONT parking areas and circulation systems;
- e. a description of how the conceptual approach to design and construction would differ under a “minimum build” versus a “more robust” system as described in Section 9.1e, including a description of changes affecting future expansion as described in Section 28.4.7 and station and tunnel geometrics; and
- f. descriptions of any other proposed design alternatives, including pertinent diagrams, design drawings, or renderings for the proposed stations, tunnel infrastructure, and associated facilities.

28.3.3 Environmental Approvals Process Approach and Experience Narrative (NEPA/CEQA)

Proposer will provide an overview of its approach to and understanding of the NEPA and CEQA review processes for the Project, including through reference to prior NEPA and CEQA experience on analogous projects. Proposer should include an indicative work plan and schedule demonstrating an understanding of the processes it will be required to undertake following NTP 1.

28.3.4 Utility, Railroad, and ROW Acquisition Approach and Experience Narrative

Proposer will provide a narrative describing its approach to and experience with:



- a. coordination with utilities owners for the purpose of investigating relevant utilities, and performing or causing necessary utility adjustments (and relocations, if necessary), and planned techniques to prevent damage to existing underground utilities, all in accordance with Applicable Law;
- b. coordination with railroads in design, engineering, construction activities, maintenance activities, including scheduling and conduct of work on railroad right-of-way; and
- c. acquisition of ROW under the Uniform Act, including details regarding Proposer's projected need for additional ROW acquisition to complete the Project and plan and approach with regard to the same.

28.3.5 Permitting Approach and Experience Narrative:

Proposer will provide a narrative describing its approach to and experience with obtaining permits for major infrastructure projects, with an emphasis on projects in Southern California with the same or similar permitting requirements as those Proposer expects to the applicable for completion of the Project in accordance with Applicable Law.

28.3.6 Construction Engineering Approach and Experience Narrative

Proposer will provide a description of Proposer's overall tunnel engineering strategy, focusing on key components of construction engineering for this Project, including tunneling technology that Proposer expects to employ, as well as strategies for muck handling, materials management, and trucking of tunnel waste. Proposer should address strategies and approaches to minimize construction impacts. Proposer should also include a description of its tunnel boring machine launch plan, including information regarding potential locations applicable to the Project.

28.3.7 QA/QC and Worker Safety Approach and Experience Narrative

Proposer will provide a description of Proposer's focus and commitment to effective quality management for the Project, including a description of quality assurance and quality control approach for the entire term of the Project, settlement monitoring, and a system for measuring, assessing, and maintaining accountability for Proposer's performance of the work.

28.3.8 Systems Safety Certification and Security Experience and Approach Narrative

Proposer will provide a description of Proposer's approach to and experience with system integration, testing, and validation of public transit systems. Proposer should also describe its plan for obtaining all applicable systems safety and security certifications to demonstrate project readiness in order to facilitate timely commencement of revenue operations.

28.4 Chapter 3 - Project Approach (Operations & Maintenance)

28.4.1 Project Management Approach (Operations & Maintenance)

Proposer will provide a narrative of its general approach to management and oversight of the Project during the O&M Period, which may include:



- a. day-to-day project management and reporting;
- b. schedule and cost management;
- c. resource management;
- d. quality control/assurance;
- e. safety management;
- f. document management; and
- g. risk management.

28.4.2 Overview of Conceptual Approach to Project Operations Narrative

Proposer will provide its conceptual approach to the operations and maintenance of the Project, including:

- a. a narrative description of the key operational parameters for a “minimum build” system, including an estimate of the peak hour passenger capacity and associated operating headways in each direction. Proposer should assume 30-minute train headways on the Metrolink line;
- b. a narrative of a more robust system (e.g., for a subsequent phase) that would be required to service a minimum peak hour demand of 100 passengers in each direction simultaneously, and if the proposed system would allow for peak hour passenger demand of more than 100 passengers in the peak direction, the ultimate peak hour capacity should be provided;
- c. for each case in paragraphs “a” and “b” above,
 - i. a description of how the proposed systems accommodate expeditious boarding at all stations (assuming 30-minute train headways on the Metrolink line), including such features as queuing capacity and approach and platform design; and
 - ii. information on how the station configurations affect the minimum peak hour passenger capacity;
- d. Proposer’s strategy for conserving on operating costs;
- e. a description of passenger management and circulation at the stations, including Proposer’s strategy to minimize point-to-point trip time from the Metrolink Station at Rancho Cucamonga to the ONT Terminal 2 and Terminal 4 entrances;¹⁴ and
- f. a general description of how security for the tunnel and at the stations will be maintained.

¹⁴ While providing transportation between the terminals is not a Project requirement, Proposers may describe how these types of ancillary features could provide added value or improve customer experience and the ease and efficiency of access over time.



28.4.3 Vehicle Operation and Maintenance Approach and Experience Narrative

Proposer will provide a narrative detailing its approach in operating and maintaining vehicles used in the Project, including its past experience in operating and maintaining a fleet using in a similar capacity. This narrative to include approach to scheduled repairs, substituting vehicles, and vehicle breakdowns. The narrative should also include vehicle operator verification and safety approach (background checks and other screenings).

28.4.4 Emergency Access and Egress

Proposer will provide a narrative addressing safety concerns given the subsurface nature of the Project. Specifically, the narrative will describe emergency response protocol and management, approach toward various types of emergencies occurring mid-tunnel, and access to and egress of persons and equipment.

28.4.5 Accessibility Approach Narrative

Proposer will provide a narrative of its overall approach to accessibility, including mobility within and around stations, vehicle loading, and other ADA compliance measures.

28.4.6 User Experience Approach Narrative

Proposer will provide a description of the targeted user experience for the Project, including addressing:

- a. an estimated total point-to-point travel time including walking and elevation changes between the Rancho Cucamonga Metrolink platform and front door of Terminals 2 and Terminal 4 for a single station solution and dual station solution at ONT;
- b. convenience in accessing the system, wayfinding, and transportation system interconnectivity;
- c. availability, speed, ride quality, and comfort;
- d. availability of travel information and customer service;
- e. fare collection systems;
- f. ease of luggage handling; and
- g. compliance with Title VI, 42 U.S.C. § 2000d et seq.

28.4.7 Future Expansion Narrative

- a. Proposer will describe the system's expansion potential to accommodate a future higher capacity system that would service a minimum peak hour demand of at least 100 passengers in each direction simultaneously. Proposer should indicate the ultimate peak hour capacity such a system could provide and discuss factors that would trigger the need for expansion.
- b. Proposer will describe how future extensions of the system can be accommodated and how such extensions can be integrated with the initial system while minimizing the impact to continued operations.



- c. Proposers will describe how the initial design and construction will accommodate the future system expansion and future extensions of the system.

28.4.8 Maintenance-Specific Monitoring Narrative

- a. Proposer will provide a narrative detailing its maintenance approach, including inspection, monitoring, scheduling, preventative maintenance, capital maintenance, and repair work with respect to:
 - i. tunnel infrastructure;
 - ii. station infrastructure; and
 - iii. vehicles.
- b. Proposer will describe its approach and experience in identifying and developing facilities for vehicle fleet maintenance, or other approaches for undertaking off-site maintenance work.

28.5 Chapter 4 – Project Maps

28.5.1 Conceptual Alignment Map and Indicative Cross-Sections

Proposer will provide a conceptual alignment map with representative cross-sections and clearly indicate on such map key reference points.

28.5.2 Conceptual Station Layout Map

Proposer will provide a conceptual station layout map marking entry and exit points, passenger flow, ticketing counters/kiosks, fare-paid waiting areas, platform boarding areas, and other pertinent markings for all stations.

28.6 Chapter 5 – Project Schedule

Proposer will provide a description of Proposer’s estimated baseline schedule for the Project, identifying durations for the Work to be completed following each NTP. Proposer will also describe its plan and management approach for schedule and cost control on the Project. Proposer’s description will, at a minimum include its approach to managing the proposed schedule under anticipated project constraints as it relates to construction, environmental activities, and interface with Key Stakeholders.

28.7 Chapter 6 – Project Experience

28.7.1 Project Experience Narrative

Proposer will provide a narrative detailing the prior experience of Proposer team and the Major Participants. Proposers should emphasize experience that is directly relevant to Proposer’s vision and approach for the Project, including, but not limited to, demonstrated experience with: transportation development; horizontal infrastructure construction; tunneling construction, and public transit system operation. Proposer is encouraged to cross-reference experience that is included in the Reference Projects.



28.7.2 Reference Project Experience

Proposer will provide information regarding at least three but no more than five Reference Projects per Proposer team. Proposer will provide a completed Form 7 as with respect to each Reference Project it cites. Each Reference Project will be of analogous complexity and demonstrate the requisite construction and/or operations experience. To the extent possible, Reference Projects should demonstrate the relevant past experience of each of Proposer, Lead Contractor, Lead Design, Lead Tunnel Engineer (if applicable), and the Lead Operator.

28.7.3 Additional Reference Projects Demonstrating Environmental Approvals, Utility, Railroad, and ROW Acquisition Experience

In addition to the Reference Projects required in Section 28.7.2, Proposer will also provide summaries of representative projects demonstrating requisite experience with respect to (i) obtaining environmental approvals; (ii) utility-related matters on major projects; and (iii) ROW acquisition experience.

28.8 Key Personnel

28.8.1 Project Organizational Chart

Proposer will provide an organizational chart identifying Key Personnel and Proposer's professional and management structure for the purposes of delivering the Project. Proposer may provide separate organizational charts for the design and construction period and the operation and maintenance period if desired. Proposer should clearly indicate how responsibilities will be allocated between Major Participants and/or Key Personnel if any such roles are to be bifurcated.

28.8.2 Key Personnel Information

Proposer will provide completed Form 9 submissions, attaching resumes (each including a list of references in the form of Annex A to Form 9), for each Key Personnel.

28.8.3 Key Personnel Capacity and Availability

- a. SBCTA understands that personnel who possess the qualifications required for this Project are likely fully or mostly committed to other project work today. Through delivery of the following information, SBCTA seeks a realistic assessment of each Key Personnel's current and future expected project assignment and availability, and a realistic comparison to that Key Personnel's expected demand from this Project.
- b. For each of the proposed Key Personnel, Proposer will provide:
 - i. a narrative of current and expected workloads and ability to perform the work;
 - ii. a list of the Key Personnel's current assignments, current percent commitment to each current assignment, and current percent availability; and



- iii. a list of any other known assignments not listed under paragraph (i) above, and to which the Key Personnel has made a previous commitment to fulfill.
- c. If the Key Personnel will need to reduce their expected involvement on other projects to sufficiently free up time to fulfill his/her expected role on this Project, Proposer will also explain its approach to achieving this while honoring the Key Personnel's previous commitments to their other projects and clients.
- d. If Proposer expects a Key Personnel to rely significantly on a deputy to assist them in fulfilling their role for this Project, Proposer will provide the name and brief qualifications of such deputy, and provide examples of where the Key Personnel and this particular deputy have successfully delivered similar projects under a similar arrangement.

28.8.4 Skilled Labor Force Availability

Proposer will provide a demonstration of skilled labor force availability, including reference to the existence of an agreement with a registered apprenticeship program as provided for in California Public Contract Code § 6824(c)(2).

29. VOLUME 3 – FINANCIAL SUBMISSION

29.1 Chapter 1 - Financial Approach

29.1.1 Financial Approach Narrative and Indicative Plan of Finance

Proposer will provide a narrative of its plan to finance the Project, which will include:

- a. a description of Proposer's relevant experience executing infrastructure project financings similar to that required for the Project, including experience over last seven years in closing financing of design-build-finance, design-build-finance-maintain or design-build-finance-operate-maintain projects and the amount of non-recourse debt and equity;
- b. a detailed summary of construction cost estimates, key capital cost, operating cost, and operating revenue assumptions, if any, underlying the plan of finance, including a summary of potential areas for value engineering, efficiencies, or other enhancements;
- c. a description of Proposer's potential plan of finance, including: (i) a summary of potential private capital sources, (ii) summary terms and rates for each financial product, and (iii) assumptions regarding upfront payments available to fund development costs and reduce any required payments from SBCTA;
- d. a list of anticipated timelines to obtain financial commitments and major project financing milestones; and
- e. identification of key considerations and challenges relevant to financing and proposed solutions (whether innovative or not) to meet these challenges.



29.1.2 Indicative Schedule of Values (Non-Binding)

Proposers will provide a non-binding indicative schedule of values using Form 11.

29.2 Chapter 2 - Financial Statements and Financial Capacity

29.2.1 Fiscal Year and Auditing Requirements

- a. To the extent available, all financial statements provided will be audited. For the purposes of this Section 29.2.1, to qualify as “audited” such financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant).
- b. If unaudited financial statements are provided:
 - i. Proposer or relevant entity must state that the audited statements are not available and provide a statement explaining why audited financial statements are unavailable in respect of each fiscal year for which financial statements are required to be submitted; and
 - ii. such unaudited financial statements will be certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the relevant entity.

29.2.2 Financial Statements

- a. Proposer must provide financial statements for Proposer and, if applicable, the Lead Contractor, and each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of Joint Venture, provide financial statements for all such members. All financial statements will be submitted in compliance with the requirements under Section 29.2.
- b. Financial statements will include:
 - i. opinion letter (auditor’s report);
 - ii. balance sheet;
 - iii. income statement;
 - iv. statement of cash flow; and
 - v. footnotes,

provided that, if any set of financial statements did not include, when prepared, any of the above, then Proposer will include an explanation for such non-inclusion.

29.2.3 Material Changes in Financial Condition

- a. Provide information regarding any material changes in financial condition for any entity for which financial statements are provided for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a Joint Venture, provide this information for all such members.



- b. If no material change has occurred and none is pending, each of these entities will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.
- c. In instances where a material change has occurred, or is anticipated, the affected entity will provide a statement describing:
 - i. such change;
 - ii. actual and anticipated changes or disruptions in executive management relating to such change;
 - iii. the likelihood that such change will continue during the proposed period of Project construction;
 - iv. the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of Project construction; and
 - v. how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement described in this RFQ and to ultimately submit a Proposal.
- d. To the extent not otherwise provided, estimates of the impact on revenues, expenses and the change in equity availability, separately for each material change, as certified by the chief executive officer, chief financial officer or treasurer (or equivalent) (if such individual is not also a signatory for the relevant entity on the Proposal Letter).
- e. If a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress or would be reasonably anticipated to be taken to insulate the Project from any such material changes.

29.2.4 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant:

- a. identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate; or
- b. stating there are no such off-balance sheet liabilities.

29.2.5 Chapter 3 – Support Letters

29.2.6 Financially Responsible Party Letters of Support

- a. A Proposer may identify one or more Financially Responsible Parties where applicable throughout its SOQ in order to demonstrate the financial capacity of any Major Participant (making clear which Major Participant any Financially Responsible Party is “supporting”). A Proposer is required to identify a Financially Responsible Party for any Major Participant that is a newly formed entity that does



not yet have independent financial statements for at least the three prior 12-month fiscal years.

- b. If a Proposer identifies one or more Financially Responsible Party in its SOQ, then it must also submit all information required by the SOQ Submission Requirements to be submitted in respect of a Financially Responsible Party in respect of such entity. This information must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent) of the relevant Financially Responsible Party confirming that it will financially support or, as applicable, guarantee all the obligations of the relevant entity with respect to the Project, which confirmation will include a description of the nature of such support or guarantee.
- c. Proposers should note that SBCTA may, in its discretion, based upon its review of a Proposer's SOQ, or Proposer's form of organization, require the addition of an acceptable Financially Responsible Party in respect of a Major Participant as a condition precedent to a Proposer being selected as a Shortlisted Proposer. SBCTA's consideration for approval of any Financially Responsible Party identified by a Proposer in response to such a condition will be contingent upon Proposer's submission of all information and materials that otherwise would have been required to be included under the SOQ Submission Requirements with respect to such an entity.

29.2.7 Equity Funding Support Letters

- a. Proposers may, but are not required to include, Infrastructure Equity Members. If an Infrastructure Equity Member is included, Proposer will submit an equity support letter for each Infrastructure Equity Member, which will include:
 - i. confirmation that the Project meets all of the corporate strategy (other than for investment funds) and investment policy requirements of the relevant entity (e.g., is an approved project, does not contradict any capital allocation policy, etc.) and is consistent with its investment objectives; and
 - ii. an overview of the completed to-date and remaining approval process required to commit to and fund the required equity commitment for the Project.
- b. If the Infrastructure Equity Member is an investment fund, then the equity funding letter will be signed by the fund's chief executive officer, chief financial officer, or treasurer (or equivalent), and will include:
 - i. the name and ownership structure of the investment fund that will ultimately carry the investment; and
 - ii. supplemental information to the financial statements (as necessary) of the investment fund submitted to positively demonstrate the existence of committed capital capacity for the Project consistent with the likely equity investment amount and the Infrastructure Equity Member's responsibility to contribute its percentage share of Developer's equity.



- c. If the Infrastructure Equity Member is not an investment fund, then the equity support letter will be signed by the chief financial officer, the chief executive officer, or treasurer (or equivalent), and will include descriptions of (i) where and how the equity commitment will be sourced, (ii) availability of revolving or other credit facilities to fund investment requirements, and (iii) how competing allocation and capacity issues are considered between several project opportunities that the Infrastructure Equity Member pursues simultaneously.

29.2.8 Surety Letters

Each letter from an Eligible Surety submitted by a Proposer will be addressed to SBCTA and will state that the Lead Contractor is capable of obtaining both a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of at least \$100 million, provided that:

- a. if the Lead Contractor is a Joint Venture, limited liability company or other association, separate letters for one or more of the individual Joint Venture members or partners or equity owners are acceptable, as is a single letter covering all members or partners or equity owners; provided that each such letter will reference the specific dollar figure portion of the total required amount that the Eligible Surety is indicating it is willing to provide;
- b. any such letter must not indicate unspecified “unlimited” bonding capacity;
- c. each letter will specifically acknowledge that the Eligible Surety has received and reviewed the relevant terms of this RFQ and evaluated the Lead Contractor’s and/or another relevant Person’s backlog and work-in-progress in determining its bonding capacity; and
- d. in instances where there has been or is anticipated to be any material change in the financial condition of an entity, a certification (to be included in each letter) that the Eligible Surety’s analysis specifically incorporates a review of the factors surrounding such change(s) and identifying any special conditions which may be imposed before it would be prepared to issue surety bonds in respect of the Project.

29.2.9 Credit Ratings

For each entity for which financial statements are provided, Proposer will provide credit ratings information in the form of Form 10.

29.2.10 Other Requirements

The financial statements must meet the following requirements:

- a. GAAP/IFRS: Financial statements must be prepared in accordance with GAAP or IFRS. If financial statements are prepared in accordance with principles other than 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 GAAP or IFRS. A restatement of the financial information in accordance with GAAP or IFRS is not required.



- b. U.S. Dollars: Financial statements will be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.
- c. English Language: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Section 24.1.b, translations of all financial statement information must accompany the original financial statement information.
- d. SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements will 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 Form 10K.
- e. Discussion of Negative Net Income: If any of the financial statements submitted pursuant to this Section 29.2 indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, Proposers are required to submit an explanation of the measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.
- f. If Proposer or, if applicable, Lead Contractor and any Financially Responsible Party is a newly formed entity and does not have independent financial statements for at least one 12-month fiscal year, Proposer will submit financial statements for the equity owners of such entity (and the entity will expressly state that the entity is a newly formed entity and does not have independent financial statements).
- g. Material changes in financial condition:
 - i. Provide information regarding any material changes in financial condition for any entity for which financial statements are provided for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a Joint Venture, provide this information for all such members.
 - ii. If no material change has occurred and none is pending, each of these entities will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.
 - iii. In instances where a material change has occurred, or is anticipated, the affected entity will provide a statement describing: (A) such change; (B) actual and anticipated changes or disruptions in executive management relating to such change; (C) the likelihood that such change will continue during the proposed period of Project construction; (D) the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of Project construction; and (E) how such change is anticipated to affect the



organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement described in this RFQ and to ultimately submit a Proposal.

- iv. To the extent not otherwise provided, estimates of the impact on revenues, expenses and the change in equity availability, separately for each material change, as certified by the chief executive officer, chief financial officer or treasurer (or equivalent) (if such individual is not also a signatory for the relevant entity on the Proposal Letter).
- v. If a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress or would be reasonably anticipated to be taken to insulate the Project from any such material changes.



30. VOLUME 4 – REDACTED SUBMISSION

30.1 PUBLIC RECORDS LAW REQUIREMENTS

30.1.1 Property of SBCTA

Once submitted, after the SOQ Submission Deadline the SOQs will become the property of SBCTA, and may not be returned to Proposers.

30.1.2 Compliance with Public Records Law

RFQ Comments and SOQs are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code) (the “Public Records Law”). Proposers are encouraged to familiarize themselves with the Public Records Law.

30.2 Confidential and Proprietary Information

30.2.1 Submission of Confidential and Proprietary Information

- a. In the event a Proposer submits any information that Proposer believes is not subject to disclosure pursuant to the Public Records Law (“Public Records Exempt Materials”), it must:
 - i. if the submission is made part of the SOQ, include an index of such information in the form of Annex B to Form 2 (the “Confidential Contents Index”) and provide a redacted copy of the SOQ in accordance with Section 24.2.2; and
 - ii. if the submission is made other than as part of the SOQ, conspicuously mark the affected document “CONFIDENTIAL” or “CONFIDENTIAL TRADE SECRETS” in the header or footer of each such page affected.
- b. Blanket designations that do not identify the specific information deemed confidential by Proposer will not be acceptable and may be cause for SBCTA to treat the entire SOQ as public information.

30.2.2 SBCTA Assessment of Confidential and Proprietary Information

- a. SBCTA will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Law or other Applicable Law, as to the interpretation of such laws, or as to the definition of trade secret.
- b. Nothing contained in this Section 30 will modify or amend requirements and obligations imposed on SBCTA by the Public Records Law or other Applicable Law.
- c. SBCTA reserves the right to disagree with Proposer’s assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Law. The provisions of the Public Records Law or other Applicable Law will control in the event of a conflict between the procedures described above and the Applicable Law.



30.3 Review by Key Stakeholders

Information submitted by Proposers, including Public Records Exempt Materials, may be made available to representatives of OIAA, the City of Rancho Cucamonga, and the City of Ontario as necessary to facilitate review and evaluation of SOQs and other Proposer submissions during the procurement. To the extent reasonably possible, SBCTA intends to follow procedures that will preserve confidentiality relating to Public Records Exempt Materials during the procurement.

30.4 Preparation and Release of Redacted SOQ

Any Proposer that submits a SOQ containing any Public Records Exempt Materials must prepare and submit one digital copy of a redacted version of the SOQ. This redacted version must be identical to the SOQ other than redactions that only exclude Public Records Exempt Materials.

The Redacted SOQ will include a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:

- a. as the first page, an index of such information (the “Confidential Contents Index”) in the form of Annex B of the Proposal Letter (Form 2); and
- b. the redacted contents from each of Volumes 1 through 3, with each redaction containing a footnote cross reference to the corresponding entry in the Confidential Contents Index.

SBCTA may review each Redacted SOQ for compliance with Public Records Law, provided that the results of such review will not constitute a definitive determination as to whether the Redacted SOQ (and, consequently, the designations in the Confidential Contents Index) complies with Public Records Law and other Applicable Law.

30.5 Disputes and Liability

30.5.1 Disclosure Disputes

In the event of any proceeding or litigation concerning the disclosure of any material submitted by Proposer, SBCTA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that SBCTA reserves the right, in its respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys’ fees and costs) incurred by SBCTA in connection with any litigation, proceeding, or request for disclosure will be reimbursed and paid by Proposer objecting to the disclosure. Each Proposer will be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

30.5.2 No Liability for Disclosure

In no event will SBCTA or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.



PART E: EVALUATION PROCESS AND CRITERIA

31. OVERVIEW OF EVALUATION PROCESS

31.1 Description of the Evaluation Process

SBCTA anticipates using the following two-stage process to evaluate SOQs:

- a. One stage of the evaluation process will consist of the Pass/Fail Evaluation of each SOQ. This evaluation will consider whether each SOQ complies with the Pass/Fail Evaluation Criteria. A “failure” on any one of the criteria may result in SBCTA not evaluating the relevant SOQ any further. Subject to SBCTA’s reservation of rights under Section 39, a Proposer will be required to obtain a “pass” (defined as having fully complied with a criterion) on all Pass/Fail Evaluation Criteria in order for it to be eligible to be selected by SBCTA as a Shortlisted Proposer.
- b. The other stage of the evaluation process will consist of the Substantive Evaluation of each SOQ in accordance with Section 34.

31.2 SBCTA’s Rights During Evaluation Process

- a. SBCTA anticipates using one or more evaluation committees to review and evaluate the SOQs in accordance with the above criteria. The evaluation committees may include members of other public agencies.
- b. At various times during the deliberations, SBCTA may request additional information or clarification from Proposer or may request Proposer to verify or certify certain aspects of its SOQ as contemplated by Section 31.3. The scope, length, and topics to be addressed in any such clarification response will be prescribed by, and subject to, the sole discretion of SBCTA.
- c. Interviews are not anticipated at this time. SBCTA reserves the right to schedule interviews with Proposers on a one-on-one basis for the purpose of enhancing SBCTA’s understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs as contemplated by Section 31.3.a.
- d. Evaluations of SOQs are subject to the sole discretion of SBCTA and its staff, with assistance from such professional and other advisors as SBCTA may designate.
- e. SBCTA may contact the firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of SBCTA.
- f. At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

31.3 Requests for Additional Information

- a. SBCTA may, at any time following submission of a Proposer’s SOQ:



- i. request written clarification or additional information from a Proposer;
 - ii. request a Proposer to verify or certify certain aspects of its SOQ, including through an oral presentation or interview (in person or remotely held); or
 - iii. contact firm and personnel references supplied by a Proposer, as well as request additional references not initially provided by a Proposer.
- b. The scope and length of, and topics to be addressed in, any response to such a request from SBCTA will be subject to SBCTA's discretion.

31.4 Exercise of Discretion in Evaluation Process

- a. Evaluation and scoring of SOQs and ranking of Proposers are subject to the discretion of SBCTA (with assistance from the committees referred to in Section 39.2b and such professional and other advisors as SBCTA may designate).
- b. SBCTA retains discretion to select Shortlisted Proposers based on its assessment of the best interests of the Project, its stakeholders, and San Bernardino County.
- c. Proposers should note that, unless expressly permitted by this RFQ:
 - i. any failure to fully disclose requested information;
 - ii. any incomplete, inaccurate, materially misleading or non-responsive submissions; or
 - iii. any conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed,may, in the discretion of SBCTA, lead to:
 - iv. a "fail" as part of the Pass/Fail Evaluation;
 - v. disqualification of a Proposer or a relevant Major Participant from the procurement process; and/or
 - vi. a relatively lower score under the Substantive Evaluation.

31.5 RFP Procedure and Evaluation

Shortlisted Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs will not carry over or be used in any way in the evaluation of the Proposals.

32. PASS/FAIL EVALUATION CRITERIA

- a. The "Administrative Pass/Fail Evaluation Criteria" are summarized in the table below.



Administrative Pass/Fail Evaluation Criteria

<u>No.</u>	<u>Pass/Fail Evaluation Criteria</u>	<u>RFQ Sec. Ref.</u>
(1)	SOQ submitted at the SOQ Submission Location on or before the SOQ Submission Deadline.	Sections 23
(2)	Responsiveness of Proposer to the requirements in this RFQ, and conformance to the RFQ instructions regarding organization and format	All Sections
(3)	SOQ includes all materials required to be submitted and verified as set out in Annex A of the Proposal Letter, as independently verified by SBCTA.	Annex A to the Form of Proposal Letter

b. The “Financial Pass/Fail Evaluation Criteria” are summarized in the table below.

Financial Pass/Fail Evaluation Criteria

<u>No.</u>	<u>Pass/Fail Evaluation Criteria</u>	<u>RFQ Sec. Ref.</u>
(1)	Proposer or Lead Contractor is capable of obtaining a payment and performance bond in the required amount from an Eligible Surety.	Section 29.2.8
(2)	The Proposal demonstrates that the aggregate amount of the debt commitments and the equity commitments meets or exceeds the amount of funds required to complete Developer’s obligations to complete the Project.	Section 29.2.5

c. The “Technical Pass/Fail Evaluation Criteria” are summarized in the table below.

Technical Pass/Fail Evaluation Criteria

<u>No.</u>	<u>Technical Evaluation Criteria</u>	<u>RFQ Sec. Ref.</u>
(1)	Proposer’s SOQ complies with the Key Project Parameters	Section 9

33. PASS/FAIL EVALUATION PROCESS

33.1 Responsiveness

- a. Each SOQ received by the SOQ Submission Deadline will be reviewed for:
 - i. the responsiveness of Proposer to the requirements in this RFQ;



- ii. conformance to the RFQ instructions regarding organization and format; and
 - iii. minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ.
- b. Those SOQs deemed not responsive to this RFQ may, at the sole discretion of SBCTA, be excluded from further consideration and Proposer will be so notified. SBCTA may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

33.2 Pass/Fail Review

33.2.1 Administrative Pass/Fail Evaluation

- a. Following, or in conjunction with, evaluation of each SOQ for responsiveness, SBCTA will evaluate each SOQ based upon the Administrative Pass/Fail Evaluation Criteria set out in Section 32.
- b. A Proposer must obtain a “pass” on all Pass/Fail Evaluation Criteria in order for its SOQ to be evaluated qualitatively under Section 34.

33.2.2 Financial Pass/Fail Evaluation

- a. Following, or in conjunction with, evaluation of each SOQ for responsiveness, SBCTA will evaluate each SOQ based upon the Financial Pass/Fail Evaluation Criteria set out in Section 32.
- b. A Proposer must obtain a “pass” on all Pass/Fail Evaluation Criteria in order for its SOQ to be evaluated qualitatively under Section 34.

34. SUBSTANTIVE EVALUATION CRITERIA

- a. SBCTA’s evaluation and scoring of the SOQs under Section 34 will be conducted with reference to the following “Substantive Evaluation Criteria” listed in the table below. For purposes of these Substantive Evaluation Criteria:
 - i. although individual criteria may state that the evaluation will be based on a specific part of a Proposer’s SOQ, such evaluation may also take into account relevant information (if any) that forms part of Proposer’s SOQ; and
 - ii. evaluation criteria are not necessarily listed in order of priority or importance.
- b. For purposes of the Substantive Evaluation Criteria, demonstrated performance means the record of past legal, financial, commercial, technical, workforce, safety, community or other negative or positive performance of Proposer, including of Major Participants and Key Personnel, which record SBCTA has required to be documented through the submission of information documenting past performance in accordance with the SOQ Submission Requirements.



34.1 Substantive Evaluation Criteria

<u>Substantive Evaluation Criteria</u>		<u>Maximum Points</u>	<u>Relevant SOQ Submission Requirements</u>
1	<p>Proposer’s Approach to the Environmental Process and Permitting</p> <p>Proposer will be evaluated based on:</p> <ul style="list-style-type: none"> • demonstrated understanding of environmental review and permitting processes; • the extent and depth of Proposer’s experience with environmental review and permitting processes in California; and • Proposer’s understanding of and planned approach to the environmental review and permitting processes for the Project. 	15	Volume 2, Section 28.3.3
2	<p>Proposer’s Team, Organization, Key Personnel, and Reference Project Experience</p> <p>Proposer will be evaluated based on:</p> <ul style="list-style-type: none"> • the strength of Proposer’s safety record and a review of Proposer’s legal disclosures and legal certifications; • the extent and depth of experience of Proposer’s Key Personnel on comparable projects and in comparable roles; • the extent to which Proposer demonstrates that Proposer’s organizational and management structure accounts for all activities that are necessary to successfully complete the Project; • the Major Participants can and have worked together as part of an integrated team, to deliver projects of a similar size, scope, and nature to the Project; 	30	Volume 1, Sections 27.5, 27.6, 27.7 Volume 2, Sections 28.7, 28.8,



<u>Substantive Evaluation Criteria</u>		<u>Maximum Points</u>	<u>Relevant SOQ Submission Requirements</u>
	<ul style="list-style-type: none"> the demonstrated capability and experience identified in Proposer’s management structure and Key Personnel in establishing and implementing interrelated processes and project controls that manage project risks while at the same time encouraging innovation; the extent and depth of Proposer’s experience with comparable design-build, design-build-operate-maintain, and/or P3 projects; the extent and depth of Proposer’s experience with comparable tunnel projects in an urban area; the extent and depth of Proposer’s experience with the design and construction of projects on airport property in the United States; the extent and depth of Proposer’s experience operating public transportation services; and Proposer’s understanding of the labor market, potential economic empowerment opportunities, and training opportunities, such as workforce partnerships and apprenticeship programs. 		
3	<p>Proposer’s Approach to Design & Construction of the Project</p> <p>Proposer will be evaluated based on:</p> <ul style="list-style-type: none"> Proposer’s demonstrated understanding of, and sound approach to, the design and construction of the Project, including unique issues, specific risks and anticipated challenges associated with the design and construction of the Project; the extent to which Proposer’s approach maximizes the use of public ROW, minimizes disruptions to the travelling public, and manages and mitigates construction impacts; 	20	Volume 2, Sections 28.3.1, 28.3.2, 28.3.4, 28.3.5, 28.3.6, 28.3.7, 28.3.8



<u>Substantive Evaluation Criteria</u>		<u>Maximum Points</u>	<u>Relevant SOQ Submission Requirements</u>
	<ul style="list-style-type: none"> the extent to which Proposer will incorporate and deliver innovation in the Project, including an explanation of how the innovation leads to added Project value and shared benefits; the extent to which Proposer demonstrates a focus and commitment to effective quality management and safety through its description of QA/QC and worker safety approach; Proposer’s approach to coordination with third parties, including with respect to utility relocations, railroad crossings, freeway crossings, right of way acquisition, and other permitting; the extent and depth of Proposer’s experience with utility relocations and right of way acquisition in Southern California; Proposer’s understanding of scheduling sensitivities for this Project, and offering solutions that offer a competitive schedule; and Proposer’s approach to and demonstrated experience with safety and security certification of public transportation systems. 		
4	<p>Proposer’s Approach to Operations and Maintenance of the Project</p> <p>Proposer will be evaluated based on:</p> <ul style="list-style-type: none"> Proposer’s demonstrated understanding of, and sound approach to operations of the Project, including unique issues, specific risks, and anticipated challenges associated with the Project; Proposer’s demonstrated understanding of, and sound approach to maintenance, including preventative maintenance, of the Project, including tunnel ventilation, fire suppression, surveillance, controls, and other tunnel systems; 	25	Volume 2, Section 28.4,



<u>Substantive Evaluation Criteria</u>		<u>Maximum Points</u>	<u>Relevant SOQ Submission Requirements</u>
	<ul style="list-style-type: none"> the extent to which Proposer’s approach to system operations demonstrates an ability to meet the Key Project Parameters; the ability of the system proposed to accommodate future expansion; the ability of the system to be converted to automated operations in the future; the extent to which Proposer demonstrates a strong commitment to safety in operating transit projects, commits to high levels of safety to users, offers solutions that mitigate health and safety risks during transit, and demonstrates an understanding of appropriate emergency access and egress requirements; Proposer’s approach to vehicle maintenance and management that ensures timely, comfortable, and reliable service to users; and the extent to which Proposer plans to deliver a user experience that encourages high ridership and levels of satisfaction among users. 		
5	<p>Proposer’s Financing Capability, Approach, and Experience</p> <p>Proposer will be evaluated based on:</p> <ul style="list-style-type: none"> the extent to which Proposer’s indicative plan of finance demonstrates a likelihood of success in covering all costs to deliver the Project; the extent to which Proposer demonstrates ability and experience to develop and finance large and complex projects, as well as (i) available equity investment and depth of demonstrated ability to invest equity and (ii) capability to arrange limited or 	10	Volume 3, Sections 29.1.1, 29.2.2, 29.2.5



	<u>Substantive Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Relevant SOQ Submission Requirements</u>
	<p>non-recourse financing, as needed to cover all costs to deliver the Project; and</p> <ul style="list-style-type: none"> • a reasonable approach to financing the Project, management of risks associated with financing of the Project, as well as an understanding of the challenges, options and strategies associated with the Project. 		

35. SUBSTANTIVE EVALUATION PROCESS

- a. Subject to Section b and SBCTA’s reservation of rights under Section 39, SBCTA will substantively evaluate each SOQ by considering the merits of each Proposer’s overall qualifications, experience and approach by reference to the Substantive Evaluation Criteria.
- b. This evaluation will conclude with a scoring process. Under this scoring process SBCTA may award an aggregate maximum of 100 points to any SOQ, with the maximum number of points that may be awarded in relation to any subcriteria within the Substantive Evaluation Criteria being as set out against such subcriteria in Section 34.
- c. Subject to SBCTA’s reservation of rights under Section 39, SBCTA anticipates selecting as Shortlisted Proposers no more than three (3) Proposers that submitted SOQs that:
 - i. have satisfied all Pass/Fail Evaluation Criteria; and
 - ii. are determined to have received the highest aggregate scores in accordance with this Section 35.

36. SHORTLISTING

- a. SBCTA will make the final determinations of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the Work.
- b. Each Proposer will be notified in writing whether or not it has been selected for the Shortlist.



PART F: PROTESTS, DEBRIEFS AND RESERVED RIGHTS

37. PROTESTS

37.1 Applicability and Process

- a. This Section 37 sets forth the sole and exclusive protest remedies available with respect to this RFQ.
- b. Only Proposers and Major Participants are permitted to file protests regarding the RFQ process in accordance with this Section 37.
- c. Any protests regarding the RFQ process, including the selection of the Shortlisted Proposers, will be addressed to SBCTA and hand delivered to SBCTA's Contact Person no later than fourteen (14) calendar days after the public announcement by SBCTA of the identity of the selected Shortlisted Proposers. Any Proposer or Major Participant submitting such a protest is responsible for obtaining proof of delivery.

37.2 Required Early Communication for Certain Protests

Protests may be filed only after Proposer has informally discussed the nature and basis of the protest with SBCTA, following the procedures prescribed in this Section 37. Informal discussions will be initiated by a written request for a one-on-one meeting delivered to the RFQ Procurement Contact as specified in this Section 37. The written request will include an agenda for the proposed one-on-one meeting. SBCTA will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, SBCTA may make appropriate revisions to the RFQ documents by issuing addenda.

37.3 Content of Protest

Any protest must include the following in order to be considered complete and delivered by the deadline specified in Section 37.1.c:

- a. the full legal name and address of Proposer or Major Participant(s) that is/are making the protest;
- b. a succinct statement of the grounds, legal authority and factual basis for such protest; and
- c. all documentation required to establish the merits of the protest.

37.4 Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. SBCTA may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest will be decided on the basis of written submissions.

37.5 Decision on the Protest

SBCTA's Procurement Manager or designee will issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest.



If necessary to address the issues raised in a protest, SBCTA may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of SBCTA's Procurement Manager will be final and non-appealable.

37.6 Protestor's Payment of Costs

If a protest is denied, Proposer filing the protest will be liable for SBCTA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by SBCTA as a consequence of the protest.

37.7 Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 37, and expressly waives all other rights and remedies that may be available to Proposer under Applicable Law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it will indemnify, defend and hold SBCTA and its directors, officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, will be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

38. DEBRIEFINGS

38.1 Availability of Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not Shortlisted may request a debriefing within ten (10) days of notification of Shortlisting or, in the event a protest is filed prior to this date, upon the resolution of such protest, whichever is later. Debriefings will be provided at SBCTA's earliest feasible time after written notification of the Shortlisted Proposers. The debriefing will be conducted by a procurement official familiar with the rationale for the Shortlist decision.

38.2 Content of Debriefings

Debriefings will:

- a. Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ nor disclose or discuss any confidential information relating to any other Proposer or its SOQ;
- b. Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- c. Provide information on areas in which the unsuccessful Proposer's SOQ had strengths, weaknesses, or deficiencies.



Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

39. RESERVED RIGHTS

39.1 Waiver

By requesting and participating in any debriefing session, a Proposer and its Major Participants will be deemed to have waived any right to use any information provided by SBCTA in good faith during such a debriefing against SBCTA or its representatives in any way whatsoever, including in any protest or legal action.

39.2 SBCTA's Reserved Rights

In connection with the procurement described in this RFQ, SBCTA reserves to itself any and all of the rights set out in Sections 39.2.a through 39.2.g and any other rights available to it under applicable law (any of which rights will be exercisable by SBCTA in its sole discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- a. modify the procurement process described in this RFQ (including as previously modified in accordance with this Section 39.2) to address:
 - i. Applicable Law;
 - ii. the best interests of SBCTA;
 - iii. changes to the preferred alternative that arise from any CEQA, NEPA, or other Environmental Review process; and/or
 - iv. any concerns, conditions or requirements of Caltrans, FHWA, USDOT or any other State or Federal department or agency;
- b. in reviewing and/or evaluating SOQs:
 - i. terminate evaluation of SOQs received at any time;
 - ii. appoint evaluation committees to review SOQs and make recommendations, and seek the assistance of outside technical, financial, legal and other experts and consultants;
 - iii. waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a SOQ that it could otherwise have determined to have failed the Pass/Fail Evaluation or permit clarifications or additional information to be submitted with respect to a SOQ;
 - iv. make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of its evaluation;
 - v. require confirmation of information submitted by a Proposer, require additional information from a Proposer concerning its SOQ or require additional evidence of qualifications to perform the work described in this RFQ;



- vi. seek or obtain data from any source that has the potential to improve SBCTA's understanding and evaluation of a SOQ; and/or
- vii. if:
 - A. only one SOQ is received;
 - B. only one SOQ satisfies all Pass/Fail Evaluation Criteria; or
 - C. only one SOQ provisionally receives a sufficiently high numerical score following Substantive Evaluation to result in the relevant Proposer being selected as a Shortlisted Proposer,then SBCTA may take such steps as appear to be appropriate to it under the circumstances, including:
 - D. modifying any element of this RFQ;
 - E. seeking additional or updated SOQs, information or clarifications from other Proposers; or
 - F. terminating this procurement;
- c. in otherwise conducting the procurement process under this RFQ and any RFP:
 - i. modify any and all dates set in this RFQ and in any RFP;
 - ii. add or delete Proposer responsibilities from the information contained in this RFQ or any RFP;
 - iii. reject any and all submissions, responses, SOQs and Proposals received at any time;
 - iv. not select any Proposer as a Shortlisted Proposer;
 - v. add as a Shortlisted Proposer any Proposer that submitted a SOQ in order to replace a previously selected Shortlisted Proposer that withdraws or is disqualified from participation in this procurement;
 - vi. engage in negotiations with the highest-ranked Shortlisted Proposer or with any other Shortlisted Proposer;
 - vii. suspend and terminate Contract negotiations at any time;
 - viii. elect not to commence Contract negotiations;
 - ix. negotiate with a Shortlisted Proposer without being bound by any provision in its SOQ or subsequent Proposal;
 - x. disqualify any Proposer or any Shortlisted Proposer from the procurement process that changes its submission after the SOQ Submission Deadline without SBCTA's approval or for violating any rules or requirements of the procurement specified in (A) this RFQ, (B) the RFP, (C) any other communication from SBCTA or (D) Applicable Law; and/or



- xi. accept, reject or seek additional information regarding a Proposer's request to make any Organizational Change;
 - d. procure and develop the Project, including any portion thereof, in any manner that it deems necessary, including the right to:
 - i. modify the scope, structure, schedule and/or specific terms of, or cancel, this RFQ or any subsequent RFP, in whole or in part, at any time prior to the execution by SBCTA of a Contract, without incurring any cost obligations or liabilities;
 - ii. modify the scope of the Project or the Work during the procurement process;
 - iii. issue addenda, supplements and modifications to this RFQ or the RFP;
 - iv. issue a new request for qualifications or request for proposals after cancellation of this RFQ or the RFP;
 - v. not issue an RFP;
 - vi. elect not to commence or continue Contract negotiations with the then Preferred Proposer or any other Shortlisted Proposer, and/or suspend or terminate Contract negotiations at any time; and/or
 - vii. develop some or all of the Project itself or through another State or local governmental entity;
 - e. if SBCTA is unable to negotiate a Contract to its satisfaction with the Preferred Proposer, to:
 - i. negotiate with the next highest-ranked Shortlisted Proposer;
 - ii. seek amended, revised or supplemented proposals from any or all Shortlisted Proposers;
 - iii. terminate the procurement;
 - iv. pursue the development of the Work and/or the Project through a procurement or contracting approach not expressly anticipated by this RFQ or the RFP; and/or
 - v. exercise such other rights under the DB Law and other provisions of California law as it deems appropriate;
 - f. exercise any other right reserved or afforded to SBCTA under this RFQ or the RFP or applicable laws and regulations; and/or
 - g. exercise its discretion in relation to the matters that are the subject of this RFQ or the RFP as it considers necessary or expedient in the light of all circumstances prevailing at the time which SBCTA considers to be relevant.



39.3 No Commitment or Liability

- a. This RFQ does not commit or bind SBCTA to enter into a contract or to proceed with the procurement described in this RFQ, or to any other definite course of action. SBCTA does not assume any obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ or any subsequent RFP and all such costs will be borne solely by each Proposer.
- b. In no event will SBCTA be bound by, or liable for, any obligations with respect to the Project or any portion thereof, until such time (if at all) as the NEPA process is completed for the Project, the FHWA has issued a Record of Decision for the Project and a Contract, in form and substance satisfactory to SBCTA, has been executed and authorized by SBCTA and, then, only to the extent set out therein.



PART G: DEFINITIONS AND RULES OF INTERPRETATION

40. RULES OF INTERPRETATION

40.1 References to SBCTA Discretion

Any reference in this RFQ to SBCTA having the right to exercise its “discretion” means SBCTA having the right to exercise its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

40.2 Interpretation of Certain References, Terms, Phrases and Types of Language

40.2.1 Headings and Other Internal References

- a. Headings are inserted for convenience only and will not affect interpretation of this RFQ.
- b. Except as otherwise expressly provided in this RFQ, a reference to any Section, Part, Form, Annex or Exhibit within this RFQ, is a reference to such Section or Part of, or Form or Annex set out in, or Exhibit to, this RFQ.

40.2.2 Common Terms

- a. When there are references to general words followed by a list, or a reference to a list, to make it clear that those general words “include” the matters set out in that list, then the contents of the list will not, and will not be deemed to, limit the generality of those general words.
- b. The singular includes the plural and vice versa.
- c. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

40.2.3 Professional Language and Terms of Art

Except as otherwise expressly provided in this RFQ:

- a. words and phrases not otherwise defined herein:
 - i. that have well-known technical or construction industry meanings will be construed pursuant to such recognized meanings; and
 - ii. of an accounting or financial nature will be construed pursuant to GAAP, in each case taking into account the context in which such words and phrases are used; and
- b. all statements of or references to, dollar amounts or money in this ITP, including references to “\$” and “dollars”, are to the lawful currency of the United States of America.

40.2.4 References to Agreements, Documents and Laws

Except as otherwise expressly provided in this RFQ, any reference:



- a. to an agreement or other document will be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
- b. to any Applicable Law will be construed as a reference to such Applicable Law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.

41. DEFINITIONS

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set out below when used in this RFQ.

“Affiliate” means in relation to any Person:

- a. any other Person having Control over that Person;
- b. any other Person over whom that Person has Control;
- c. any Person over whom any other Person referred to in (a) above also has Control;
- d. any Financially Responsible Party for that Person; or
- e. only with respect to the use of the term “Affiliate” in Forms 5 (Legal Disclosures) and 6 (Legal Certifications), any Joint Venture involving such Person and the Joint Venture’s members or partners (but only as to activities of such members or partners in their roles as members or partners of such Joint Venture),

in each case where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises direct or indirect control over that controlled Person’s affairs.

“Applicable Law” means any:

- a. statute, law (including common law), code, regulation, ordinance or rule;
- b. binding judgment, judicial or administrative order or decree;
- c. written directive, guideline, policy requirement, methodology or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by SBCTA within the scope of their administration of this Contract); and
- d. similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any governmental authority,

in each case that is applicable to or has an impact on the Project or the Work.

“Business Continuity Plan” or “BCP” has the meaning given to it in Section 11.7.



“Caltrans” means the California Department of Transportation, an executive department within the State of California whose purpose it is to improve mobility access across the State.

“CEQA” means the California Environmental Quality Act, including any applicable regulations or Guidelines implementing the Act.

“Confidential Contents Index” has the meaning given to it in Section 30.2.1.

“Construction Value” means the original design-build (or equivalent) contract price for a Project, excluding any element of such price relating to debt or equity financing costs, operations or maintenance work, or land acquisition costs.

“Contract” means the design-build-operate-maintain contract which is anticipated to be entered into by SBCTA and the Preferred Proposer following the conclusion of the Project procurement process in accordance with the terms of the RFP.

“County” means San Bernardino County.

“D&C Work” means the design and construction work required for the Project.

“DB Law” has the meaning given to it in the Executive Summary.

“DBOM” means design-build-operate-maintain.

“Developer” means the single entity or Joint Venture formed by Proposer to complete the Project under the terms of, and as a party to, the Contract.

“Eligible Surety” means a bonding surety:

- a. licensed in the State and at all relevant times listed on the U.S. Department of the Treasury’s annual Listing and Approved Sureties (Department Circular 570); and
- b. having either:
 - i. two or more of the following long-term unsecured debt credit ratings: (A) “A” by Standard & Poor’s Rating Services; (B) “A” by Fitch, Inc.; (C) “A2” by Moody’s Investors Service, Inc.; or (D) “A” by DBRS, Inc., in each case with an outlook of “stable” or better, and provided that such rating agency is at all relevant times a nationally recognized statistical rating organization registered with the Securities and Exchange Commission; or
 - ii. a rating of at least A and X, respectively, or higher, according to A.M. Best’s Financial Strength and Financial Size Ratings.

“Financially Responsible Party” means each parent company or other entity (in either case, if any) that provides a letter of support in accordance with Section 29.2.6. Each Financially Responsible Party is a Major Participant.

“GAAP” means Generally Accepted Accounting Principles in the United States as in effect from time to time.

“IFA” has the meaning given to it in Section 1.3.



“IFRS” means international financial reporting standards.

“Information Barriers” means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who himself or herself has consulted or advised on, or otherwise has non-public knowledge of, the Project, this RFQ or any RFP, which barriers are customary and appropriate for the relevant industry of such Person and this Project and which barriers otherwise comply with such Person’s obligations under Applicable Law.

“Infrastructure Equity Member” if any, means a member of the Proposer team that will contribute equity (directly or indirectly) to Developer as part of the financing of the Project.

“Joint Venture” means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and, for purposes of Section 24.1.c, each individual member or partner of such Joint Venture.

“Key Personnel” means the Project Director, Environmental Manager, Design Manager, Tunnel Engineering Manager, ROW Manager, Utilities Manager, Construction Manager, Quality Manager, Operations Manager, and Safety and Security Manager and the individuals filling the roles listed in Form 9 as identified by Proposer in its SOQ, subject to adjustment through an Organizational Change in accordance with this RFQ.

“Key Project Parameters” has the meaning set forth in Section 9

“KPI” means Key Performance Indicator.

“Lead Contractor” means the single entity or joint venture that will be primarily and directly responsible for construction of the Project, which may also be the Developer. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Contractor.

“Lead Designer” means the single entity or joint venture that will be primarily and directly responsible for design of the Project. If this role will be performed by a Joint Venture, then all members or partners of that Joint Venture will be considered to be the Lead Designer.

“Major Participant” means each of Proposer, Lead Contractor, Lead Designer, Lead Tunnel Engineer, Lead Operator, Environmental Coordinator, Right of Way Acquisition Coordinator, Utility Coordinator, and any Financially Responsible Parties. One entity may fill more than one Major Participant role.

“MOU” means memorandum of understanding.

“NEPA” means the National Environmental Policy Act, including any applicable regulations implementing the Act.

“NTP” means notice to proceed.

“O&M Work” means the operations and maintenance work required for the Project.

“O&M Period” means the operations and maintenance period, determined by whether the procurement proceeds under the DB Law or the IFA.

“OIAA” means the Ontario International Airport Authority.



“ONT” has the meaning given to it in Section 1.1.

“Operations Oversight Agency” means the public agency that will serve as the counterparty to the Developer during the O&M Period.

“Organizational Change” has the meaning given to it in Section 20.1.

“Pass/Fail Evaluation Criteria” has the meaning given to it in Section 32.

“PCM” or “Program Management Construction Management Consultant” means the entity contracted by SBCTA to manage the Project, which includes among other things, administering the Contract on behalf of SBCTA, providing design reviews for the Project on behalf of SBCTA, and providing construction management, and, on behalf of SBCTA, verification of Developer’s construction operations and product.

“Person” means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a Joint Venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.

“Preferred Proposer” means the Proposer that is selected by SBCTA to enter into the Contract following the evaluation of all Proposals submitted by Proposers in response to the RFP.

“Procurement Schedule” has the meaning given to it in Section 3.

“Project” has the meaning given to it in Section 1.1.

“Project Information” means any information provided to Proposers during the RFQ stage of this procurement.

“Project Website” has the meaning given to it in Section 13.

“Proposal Letter” has the meaning given to it in Section 17.1.

“Proposer” means firms, or Joint Ventures, partnerships or corporations formed for the purpose of responding to this RFQ.

“Public Records Exempt Materials” has the meaning given to it in Section 30.2.1.

“Public Records Law” has the meaning given to it in Section 30.1.2.

“Railroad” means each of UPRR and the SCRRA.

“Reference Project” means a surface transportation infrastructure project (including a tunnel) that was contracted on a design-build basis (including design-build contracting paired with operations, maintenance and/or financing elements).

“Responsible Agency” means a public agency which proposes to carry out or approve a project, for which a lead agency is preparing or has prepared an EIR or negative declaration. For the purposes of CEQA, the term “responsible agency” includes all public agencies other than the lead agency which have discretionary approval power over the project.



“Responsiveness Criteria” means the list of materials required to be submitted with Proposer’s SOQ and verified as set out in Annex A to the Proposal Letter.

“Restricted Contact Period” has the meaning given to it in Section 17.2.1.

“Restricted Person” means Proposer, each Major Participant, and any Subcontractor otherwise engaged at the relevant time by Proposer or any Major Participant in connection with the Project, in each case including each such Person’s agents and representatives (including Key Personnel).

“RFP” has the meaning given to it in Section 2.

“RFQ” has the meaning given to it in Section 1.1.

“RFQ Comment” has the meaning given to it in Section 15.1.1.

“RFQ Comment Deadline” has the meaning given to it in the Procurement Schedule.

“RFQ Procurement Contact” has the meaning given to it in Section 17.2.2.b

“ROW” means right-of-way.

“SBCTA” means the San Bernardino County Transportation Authority.

“SCRRA” means the Southern California Regional Rail Authority.

“Shortlisted Proposers” means those entities selected to respond to the RFP.

“SOQ” means a statement of qualifications submitted by a Proposer in accordance with Part E for SBCTA’s evaluation in accordance with Part F.

“SOQ Submission Deadline” means the date and time indicated as such on the cover to this RFQ.

“SOQ Submission Location” means the SBCTA office at 1170 West Third Street, Second Floor, San Bernardino, CA 92410.

“State” means the State of California.

“Substantive Evaluation Criteria” has the meaning given to it in Section 34.

“Uniform Act” means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

“UPRR” means the Union Pacific Railroad.

“Work” means the work to be completed by the Developer pursuant to the Contract.

PART H: EXHIBITS

**EXHIBIT 1
(Potential Alignment)**

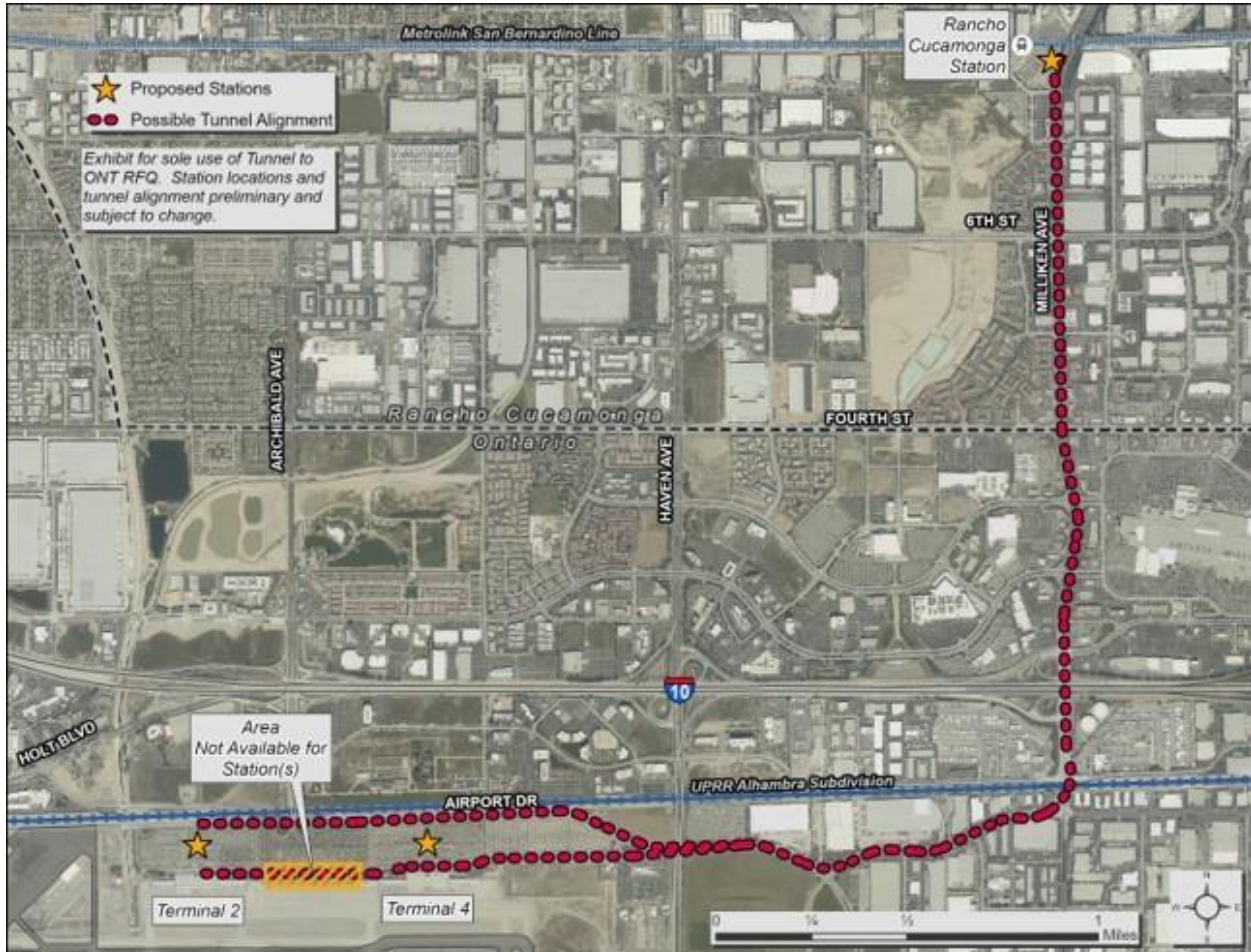


EXHIBIT 2 (Rancho Cucamonga Station Area)

Transit Organization

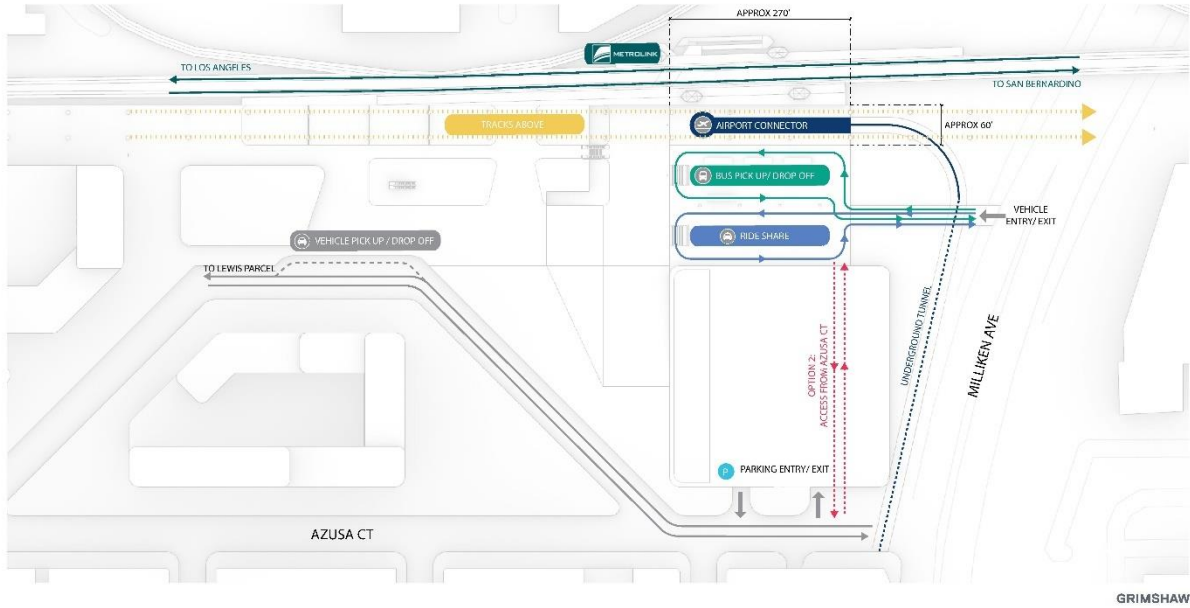


EXHIBIT 3
(Rancho Cucamonga Station Area – Brightline West Rendering)



Mezzanine Level Plan

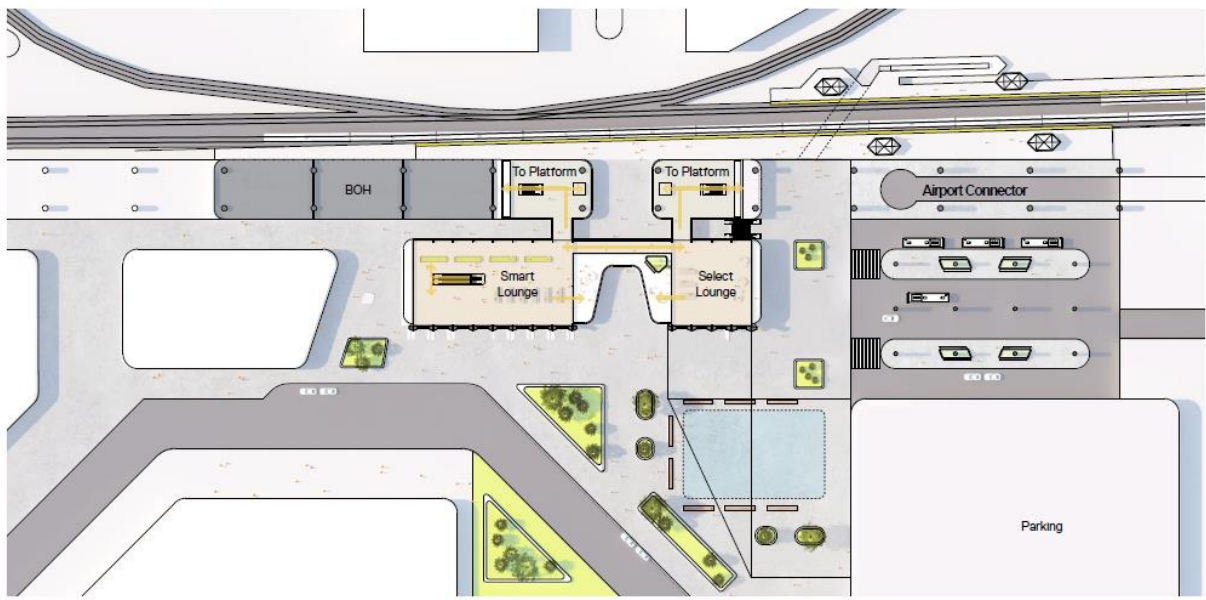
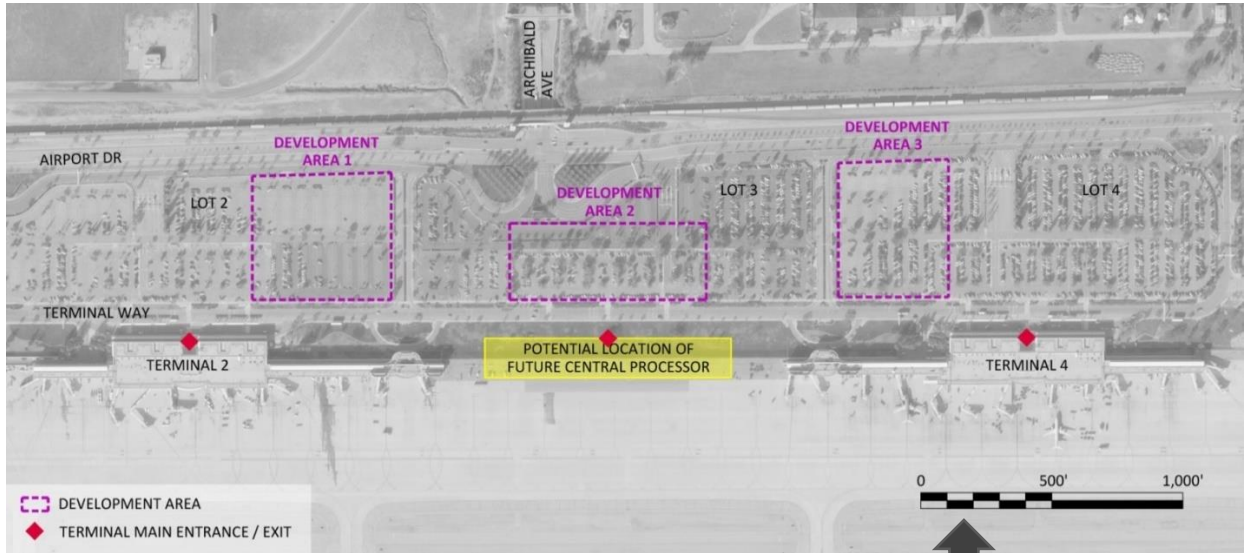


EXHIBIT 4
(Ontario International Airport Stations Area)



(impact no more than 12,000sf expandable to 15,000sf of surface area for each surface station)



PART I: FORMS

Separately provided.



PART I: FORMS

Pre-SOQ Forms

Form 1: RFQ Comment Submission Template

SOQ Forms

Form 2: Proposal Letter

Form 3: Information Regarding Proposer

Form 4: Participant Disclosure Form

Form 5: Legal Disclosures

Form 6: Legal Certifications

Form 7: Reference Project Experience

Form 8: Safety Record Questionnaire

Form 9: Key Personnel

Form 10: Credit Ratings

Form 11: Indicative Schedule of Values



FORM 1: RFQ COMMENT SUBMISSION TEMPLATE

Instructions

Please generally see Section 13 of the RFQ. In addition:

- (1) Proposers should submit RFQ Comments in Microsoft Word format.
- (2) General comments should be provided first. Other, more specific, RFQ Comments should be ordered sequentially and organized by reference to the order in which they appear in the RFQ (or other document, if applicable).
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting any RFQ Comments using this Form.



Proposer Name: []
Date: []

Tunnel to Ontario Project
RFQ Comment Submission No. []¹

RFQ Comments on RFQ [Addendum] dated []

No.	RFQ Cross-Ref. (if any)	Category*	RFQ Comment	For SBCTA Use (<i>Proposers to leave blank</i>)
1.				
2.				
3.				

* Categories:

“Category A” – an issue that, if not resolved in an acceptable fashion, would likely preclude the Proposer from submitting a SOQ;

“Category B” – a substantive issue that does not qualify as a Category A or C issue; or

“Category C” – a drafting issue, a clarification or a comment concerning conflicts between or within documents, or the equivalent of one of these, in each case which a reasonable Proposer would not interpret as intentional.

¹ Proposers to sequentially number each set of RFQ Comments submitted.



FORM 2: PROPOSAL LETTER

Instructions

Please generally see Section 25.1 of the RFQ. In addition:

- (1) The Official Representative shall sign the Proposal Letter on behalf of Proposer.
- (2) An authorized representative of each Major Participant shall sign the certification set out at the end of the form of Proposal Letter.
- (3) All signature blocks on this Form may be modified to properly reflect the authority of the person signing.

Proposer Name: []
Proposer Address: []
Date: []

SBCTA
1170 W. 3rd St., Second Floor
San Bernardino, CA 92410-1715
Attention: Jeffery Hill, Procurement Manager

Re. Submission of SOQ in connection with the Tunnel to Ontario Project

1. Introduction.

- (a) The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications (RFQ 21-1002450) dated [] (as amended by [list all Addenda numbers and dates], the "RFQ"), issued by the San Bernardino County Transportation Authority ("SBCTA").
- (b) Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFQ.
- (c) References to Sections and Parts herein are references to Sections and Parts of the RFQ.

2. Enclosures.

- (a) Enclosed, and by this reference incorporated herein and made a part of this SOQ, are Volume 1, Volume 2, Volume 3, and Volume 4 of the SOQ as required to be submitted in accordance with the RFQ. This letter itself constitutes the Proposal Letter.
- (b) For SBCTA's ease of reference (and acknowledging that SBCTA is not bound by such materials):
 - i. attached as Annex A to this letter is a reference chart indicating the conclusions of Proposer's evaluation of each element of the SOQ for compliance with the Pass/Fail Criteria; and

3. Representations and Warranties: Acknowledgments and Agreements.

- (a) Proposer represents and warrants to SBCTA that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the statements and commitments in the



Proposer's SOQ. Furthermore, Proposer agrees that SBCTA will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ.

- (b) Proposer acknowledges access to all materials posted on the Project Website and otherwise provided to it by SBCTA with respect to the Tunnel to Ontario Project and the contemplated Work.
- (c) Proposer acknowledges that it received all addenda specifically listed above, together with those sets of RFQ Comments and published responses published, if any, through the SOQ Submission Deadline.
- (d) Proposer understands and agrees that all costs and expenses incurred by it in preparing this SOQ and participating in the procurement process for the Work will be borne solely by the Proposer.
- (e) Proposer understands that SBCTA is not bound to shortlist any Proposer and may reject each SOQ that SBCTA may receive.
- (f) Proposer agrees and acknowledges that, under the terms of the RFQ, SBCTA has reserved a number of rights related to the selection process for the Project, including the Reserved Rights in Section 37 of the RFQ.
- (g) Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or shortlisting thereunder.

4. Address and Contact.

For purposes of any future communications, the Proposer's address and Official Representative (who, under the terms of the RFP, will be the single point of contact for the Proposer unless the communication is a notice) is:

Name:	[Proposer to provide]
Title: ²	[Proposer to provide]
Employer:	[Proposer to provide]
Address:	[Proposer to provide]
Phone (office):	[Proposer to provide]
Phone (mobile):	[Proposer to provide]
Email:	[Proposer to provide]
Fax (if any):	[Proposer to provide]

5. Governing Law. This letter and the SOQ all be governed by and construed in all respects according to the laws of the State of California.

² List individual's current job title, other than "Official Representative".



Under penalty of perjury, I hereby:

- (a) certify on behalf of the Proposer that the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of the Proposer have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter, and acknowledge that SBCTA is relying on my representation to this effect.

Proposer: [insert name]

By: _____

Title: [insert title]

Date: [insert date]

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the person named above is authorized by the relevant entity to sign this Proposal Letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of such entity for which he or she signs have been authorized by such entity, is or are correct, complete and not materially misleading, and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that SBCTA is relying on his or her representation to this effect.

On behalf of: [insert Major Participant name]³

By: _____

Title: [insert title]

Date: [insert date]

NOTICE TO SIGNATORIES

A material false statement, omission or fraudulent inducement made in connection with this letter is sufficient cause for disapproval of the firm's participation in the procurement. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

³ Each Major Participant that is not itself the Proposer to countersign. For any Major Participant that is a Joint Venture, include signature by each joint venture member or partner.



Annex A to the Proposal Letter

Pass/Fail Criteria Verification⁴

<u>Pass/Fail Criteria</u>	<u>RFQ Reference</u>	<u>Satisfied</u>
Volume 1 of SOQ includes each of the following:		<input type="checkbox"/>
(a) Proposal Letter (countersigned by an authorized representative of each Major Participant) in the form of Form 2;	Section 27.1	<input type="checkbox"/>
(b) completed Form 3 (<i>Information Regarding Proposer</i>) for each of:	Section 27.2	<input type="checkbox"/>
(i) the Proposer;	Section 27.2.a	<input type="checkbox"/>
(ii) the Lead Contractor;	Section 27.2.b	<input type="checkbox"/>
(iii) the Lead Designer;	Section 27.2.c	<input type="checkbox"/>
(iv) the Lead Operator;	Section 27.2.d	<input type="checkbox"/>
(v) Lead Tunnel Engineer (if applicable);	Section 27.2.e	<input type="checkbox"/>
(vi) each Financially Responsible Party (if any); and	Section 27.2.h	<input type="checkbox"/>
(c) either: (i) confirmation of absence of any organizational conflicts of interest; or (ii) narrative description of any such organizational conflicts of interest;	Section 27.3	<input type="checkbox"/>
(d) Participant Disclosure in the form of Form 4 for each Major Participant;	Section 27.4	<input type="checkbox"/>
(e) Legal Disclosures in the form of Form 5 for the entire Proposer team;	Section 27.5	<input type="checkbox"/>
(f) Legal Certifications in the form of Form 6 for each Major Participant; and	Section 27.6	<input type="checkbox"/>
(g) completed Safety Record Questionnaire in the form of Form 8 for the Lead Contractor;	Section 27.7	<input type="checkbox"/>
Volume 2 of SOQ includes each of the following:		<input type="checkbox"/>
Executive Summary;	Section 28.1	<input type="checkbox"/>
Chapter 1 – Team Background		
(a) narrative of organizational and management structure;	Section 28.2.1	<input type="checkbox"/>

⁴ Proposer should check each box to confirm that it believes the relevant Responsiveness Criteria has been satisfied.



(b) an organizational chart depicting the corporate structure of the Project team, depicting the Developer, each of the Major Participants, and the proposed teaming relationships between each, including:	Section 28.2.2	<input type="checkbox"/>
(i) identification of interim and ultimate parent companies; and	Section 28.2.2.a	<input type="checkbox"/>
(ii) percentages of ownership equity holdings by each interim and ultimate parent company;	Section 28.2.2.a	<input type="checkbox"/>
(c) Project organizational chart identifying Key Personnel and Proposer's (and/or, if different) Developer's professional and management structure;	Section 28.2.2.b	<input type="checkbox"/>
Chapter 2 – Project Approach (D&C)		
(a) Overview of Project Management Approach to D&C;	Section 28.3.1	<input type="checkbox"/>
(b) Overview of Conceptual Approach to Project Design and Construction;	Section 28.3.2	<input type="checkbox"/>
(c) Overview of Approach to Environmental Approvals and Experience;	Section 28.3.3	<input type="checkbox"/>
(d) Utility, Railroad, and ROW Acquisition Approach and Experience Narrative;	Section 28.3.4	<input type="checkbox"/>
(e) Permitting Approach and Experience Narrative;	Section 28.3.5	<input type="checkbox"/>
(f) Construction Engineering Methodology Approach and Experience Narrative;	Section 28.3.6	<input type="checkbox"/>
(g) QA/QC and Worker Safety Approach and Experience Narrative; and	Section 28.3.7	<input type="checkbox"/>
(h) Systems Safety Certification and Security Experience and Approach Narrative;	Section 28.3.8	<input type="checkbox"/>
Chapter 3 – Project Approach (O&M)		
(a) Overview of Project Management Approach to Management and Oversight During the O&M Period;	Section 28.4.1	<input type="checkbox"/>
(b) Overview of Conceptual Approach to Project Operations;	Section 28.4.2	<input type="checkbox"/>
(c) Approach to Vehicle O&M and Experience;	Section 28.4.3	<input type="checkbox"/>
(d) Approach to Emergency Access and Egress;	Section 28.4.4	<input type="checkbox"/>
(e) Approach to Accessibility;	Section 28.4.5	<input type="checkbox"/>
(f) Approach to User Experience;	Section 28.4.6	<input type="checkbox"/>
(g) Approach to Future Expansion; and	Section 28.4.7	<input type="checkbox"/>
(h) Approach to Maintenance-Specific Monitoring;	Section 28.4.8	<input type="checkbox"/>



Chapter 4 – Project Maps		
(a) Conceptual Alignment Map and Indicative Cross Sections; and	Section 28.5.1	
(b) Conceptual Station Layout Map;	Section 28.5.2	
Chapter 5 – Project Schedule		
(a) Description of the Proposer’s Plan and Management Approach for Schedule and Cost Control on the Project;	Section 28.6	
Chapter 6 – Project Experience		
(a) Project Experience Narrative;	Section 28.7.1	<input type="checkbox"/>
(b) Completed Project Experience forms in the form of Form 7 (a Proposer shall submit a completed Form 7 documenting experience on at least three but no more than five Reference Projects, including, at a minimum, one Reference Project per Major Participant);	Section 28.7.2	<input type="checkbox"/>
(c) Additional Reference Projects Demonstrating Environmental Approvals, Utility, Railroad, and ROW Acquisition Experience.	Section 28.7.3	<input type="checkbox"/>
(d) an organizational chart identifying Key Personnel and Proposer’s (and/or, if different) professional and management structure for the purposes of delivering the Project;	Section 28.8.1	<input type="checkbox"/>
(e) completed List of Key Personnel in the form of Form 9, attaching resumes (including a list of references in the form of Annex A to Form 9) for each of:	Section 28.8.2	<input type="checkbox"/>
(i) the Project Director;		<input type="checkbox"/>
(ii) Environmental Manager;		<input type="checkbox"/>
(iii) the Design Manager;		<input type="checkbox"/>
(iv) Tunnel Engineering Manager (if applicable);		<input type="checkbox"/>
(v) ROW Manager;		<input type="checkbox"/>
(vi) Utilities Manager;		<input type="checkbox"/>
(vii) the Construction Manager;		<input type="checkbox"/>
(viii) Quality Manager;		<input type="checkbox"/>
(ix) the Operations Manager; and		<input type="checkbox"/>
(x) Safety and Security Manager;		<input type="checkbox"/>
(xi) ROW Manager;		<input type="checkbox"/>



(f) summary of proposed capacity and resources, for each of Key Personnel; and	Section 28.8.3	<input type="checkbox"/>
(g) summary of proposed availability for skilled labor force;	Section 28.8.4	<input type="checkbox"/>
Volume 3 of SOQ includes each of the following:		<input type="checkbox"/>
Chapter 1 – Financial Approach		
(a) narrative of plan to finance the Project and Indicative Plan of Finance; and	Section 29.1.1	<input type="checkbox"/>
(b) non-binding indicative schedule of values in the form of Form 12;	Section 29.1.2	<input type="checkbox"/>
Chapter 2 – Financial Statements and Financial Capacity		
(a) Fiscal Year Auditing Requirements	Section 29.2.1	<input type="checkbox"/>
(b) Financial statements for the Proposer and, if applicable, the Lead Contractor, and each Financially Responsible Party, for the three (3) most recently completed fiscal years;	Section 29.2.2	<input type="checkbox"/>
(c) information regarding any material changes, or if no material change has occurred and none is pending, a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying (in each case, if the entity is a consortium, partnership or any other form of Joint Venture, for all such members), for any entity for which financial statements are provided for the past three fiscal years and anticipated for the next reporting period;	Section 29.2.3	<input type="checkbox"/>
(d) a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant, identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate, or stating there are no such off-balance sheet liabilities, for each entity for which financial information is submitted;	Section 29.2.4	<input type="checkbox"/>
Chapter 3 – Support Letters		
(a) for each Financially Responsible Party, information signed by the chief executive officer, chief financial officer or treasurer (or equivalent) confirming that it will financially support or, as applicable, guarantee all the obligations of the relevant entity with respect to the Project, which confirmation will include a description of the nature of such support or guarantee;	Section 29.2.7	<input type="checkbox"/>
(b) equity support letters for each Infrastructure Equity Member;	Section 29.2.7	<input type="checkbox"/>



<p>(c) Eligible Surety letters, satisfying the requirements of Section 29.2.8 of the RFQ, addressed to SBCTA and stating that the Lead Contractor (or if the Lead Contractor is a Joint Venture, limited liability company or other association, separate letters for one or more of the individual Joint Venture members or partners or equity owners are acceptable) is capable of obtaining both a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of at least \$75 million; and</p>	<p>Section 29.2.8</p>	<p><input type="checkbox"/></p>
<p>(d) for each entity for which financial statements are provided, information regarding credit ratings in the form of Form 10.</p>	<p>Section 30.3.4</p>	<p><input type="checkbox"/></p>
<p>Volume 4 of SOQ includes each of the following:</p>		<p><input type="checkbox"/></p>
<p>[]⁵</p>		
<p>SOQ conforms to all RFQ instructions regarding organization, format and content, including page limitations.</p>	<p>Part D</p>	<p><input type="checkbox"/></p>

⁵ To be provided in a subsequent draft.



Annex B to the Proposal Letter

Confidential Contents Index

<u>Instructions</u>	
(1)	Include a brief explanation of the relevant Public Records Law exemption
(2)	Note that SBCTA will not accept blanket designations that do not clearly identify Public Records Exempt Materials with specificity.
(3)	SOQ references are to the unredacted volumes of the SOQ. Include SOQ page references only if the relevant materials are paginated. Otherwise, indicate "n/a" in the SOQ Page(s) column.
(4)	If a SOQ volume does not contain any Public Records Exempt Materials it is not necessary to include such volume in the redacted SOQ. Proposers should include a note below indicating that such volume does not include any Public Records Exempt Materials.
(5)	Include as "Other Identifying Information" other indications, if any, necessary to determine which information or materials constitute potentially Public Records Exempt Materials (e.g. information in a graphic or chart that cannot be referenced alone by a combination of Volume, heading, Section and page references). If not applicable, indicate "n/a" in the Other Identifying Information column.
(6)	For the "Duration of Exemption", indicate either "Permanent" or "Until [date/event]" and include a brief explanation of the basis for such belief.

Proposer Name: *[Proposer to provide]*

Form B: Confidential Contents Index

Volume 1[, Sub-Volume []]:

No .	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						

Volume 2[, Sub-Volume []]:

No .	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						



Volume 3[, Sub-Volume []]:

No .	SOQ Heading(s)	SOQ Section(s)	SOQ Page(s)	Other Identifying Information (if any)	Applicable Public Records Law Exemption	Duration of Exemption
(1)						
(2)						
(3)						



FORM 3: INFORMATION REGARDING PROPOSER

A. TEAM MEMBER AND ROLE

1. Name of firm: []
2. Name of Proposer team firm is a part of: []
3. (a) Role of firm:
- Proposer
 - Lead Contractor
 - Lead Designer
 - Lead Operator
 - Lead Tunnel Engineer⁶
 - Lead Environmental Coordinator
 - Right of Way Acquisition Coordinator
 - Utility Coordinator
 - Financially Responsible Party for [Proposer to provide relevant entity]
- (b) Is firm a Joint Venture member of the role checked in 3(a) above?
- Yes
 - No

B. LEGAL INFORMATION

1. Year established: []
2. Successor in Interest to Entity/Entities (if any, past five years):
3. State/county of organization: []
4. Type of Legal Entity (check one):
- Corporation
 - Limited Liability Company
 - Joint Venture
 - Partnership
 - Other: [to provide]
5. If Joint Venture, is J.V. "joint and several":
- Yes
 - No: [explain pursuant to Section 21.1.d]
 - Not Applicable
6. Firm's relevant licenses, []

⁶ If applicable.



registrations and credentials:

- 7. **Business address:** []
- 8. **Headquarters address:** []
- 9. **Location of office performing work:** []
- 10. **Federal Tax ID No.:** []
- 11. **North American Industry Classification Code:** [*Proposer to provide*]

If the Proposer organization has already been formed, as an attachment, provide complete copies of the organizational documents and, if available, evidence of the Proposer's right to conduct business in the State. If the Proposer organization has not yet been formed, provide draft copies of the underlying agreements, if available. If Proposer is a partnership, Joint Venture, limited liability company or other privately held company, include a statement that the Financially Responsible Party will be fully liable for performance under the Contract if the Proposer is selected.

Attachment provided:

- Yes
- No: [*explain why*]



FORM 4: PARTICIPANT DISCLOSURE FORM

Instructions

- (1) The Proposer should make copies of this form and submit for itself and each Major Participant
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.
- (3) References to "Bidder" in this form shall be deemed to refer to the Proposer and any Major Participant.

Disclosure Form

Proposer Name: []

Name of Team Member: []

Role on Proposer:

- Lead Contractor
- Lead Designer
- Lead Operator
- Lead Tunnel Engineer⁷
- Lead Environmental Coordinator
- Right of Way Acquisition Coordinator
- Utility Coordinator
- Financially Responsible Party for [Proposer to provide relevant entity]

Is firm a Joint Venture member of the role checked above? Yes No

⁷ If applicable.



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder’s agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the “Proceeding”), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder’s agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder’s agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder’s agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder’s agent, whichever is shorter. In addition, Bidder and/or Bidder’s agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.

For purposes of the below, “company” means the entity named above.

- | <u>No.</u> | <u>Question</u> | <u>Yes</u> | <u>No</u> |
|-------------------|---|--------------------------|--------------------------|
| (1) | Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

<i>If yes, please identify the Board member or alternate and date of contribution</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) | Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

<i>If yes, please identify the Board member or alternate and date of</i> | <input type="checkbox"/> | <input type="checkbox"/> |



No. **Question**
contribution

Yes **No**



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Agency	Board Representative	Alternate
City of Adelanto	Gabriel Reyes	Stevevonna Evans
City of Barstow	Julie McIntyre	Carmen Hernandez
City of Big Bear Lake	Bill Jahn	Rick Herrick
City of Chino	Eunice Ulloa	Tom Haughey
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Ernie Cisneros
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Rebekah Swanson	Cameron Gregg
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes "Dusty" Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Toni Momberger	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Henry Nickel
City of Twentynine Palms	Joel Klink	Dan Mintz
City of Upland	Debbie Stone	Bill Velto
City of Victorville	James Cox	Debra Jones
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1st District	Robert Lovingood	N/A
County of San Bernardino 2nd District	Janice Rutherford	N/A
County of San Bernardino 3rd District	Dawn Rowe	N/A
County of San Bernardino 4th District	Curt Hagman	N/A
County of San Bernardino 5th District	Josie Gonzales	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel



ONTARIO INTERNATIONAL AIRPORT AUTHORITY

Board of Directors

Position	Board Representative
President	Alan D. Wapner
Vice President	Ronald O. Loveridge
Secretary	Jim W. Bowman
Commissioner	Curt Hagman
Commissioner	Julia Gouw



FORM 5: LEGAL DISCLOSURES

<u>Instructions</u>	
(1)	For the relevant project owner’s or contract counterparty’s representative contact information, submit a current name, title, phone number and email address of an individual employed by the owner or counterparty involved in the relevant dispute, breach of contract or termination.
(2)	Proposers are not required to include responses that are restricted from disclosure under any applicable Law.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: [Proposer to provide]

Question 1:

List and briefly describe all instances during the last ten years involving any projects in North America with a Construction Value in excess of \$10,000,000 in relation to which any Major Participant or any Affiliate of any of them:

- (a) was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding or any other dispute resolution proceeding to be liable for a material breach of contract;
- (b) was otherwise acknowledged in writing to be liable for a material breach of contract;
- (c) had a contract terminated for cause or convenience; or
- (d) received a written waiver of another party’s right to terminate a contract for cause.

Response to Question 1

	<u>[Role of Entity in Proposer]:</u> [Entity Name]	
(1)	<u>Description:</u>	
	<u>Owner’s or Counterparty’s Representative:</u> ⁸	
	<u>[Role of Entity in Proposer]:</u> [Entity Name]	
(2)	<u>Description:</u>	
	<u>Owner’s or Counterparty’s Representative:</u>	

Question 2:

List and briefly describe (including as to the resolution) each arbitration, litigation, dispute review board and other dispute resolution proceeding (including to the extent settled prior to completion

⁸ For the relevant project owner’s or contract counterparty’s contact information, please submit a current name, title, phone number and email address of an individual employed by the owner or counterparty involved in the relevant dispute, breach of contract or termination



of the proceeding) occurring during the last ten years related to Reference Projects and other projects in North America with a Construction Value in excess of \$10,000,000, which involved:

- (a) a claim or dispute between the project owner(s) (or any public-private partnership project company, concessionaire, developer or the equivalent), on the one hand, and any Major Participant or any Affiliate of any of them, on the other hand; and
- (b) an amount in excess of the lesser of:
 - (i) 5% of the original contract value; or
 - (ii) \$1,000,000.

Response to Question 2

	<u>[Role of Entity in Proposer]: [Entity Name]</u>	
(1)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u> ⁹	
	<u>[Role of Entity in Proposer]: [Entity Name]</u>	
(2)	<u>Description:</u>	
	<u>Owner's or Counterparty's Representative:</u>	

⁹ For the relevant project owner's or contract counterparty's contact information, please submit a current name, title, phone number and email address of an individual employed by the owner or counterparty involved in the relevant dispute, breach of contract or termination



FORM 6: LEGAL CERTIFICATIONS

Instructions

Please see generally Section [29.4] of the RFQ. In addition:

- (1) In Part A, references to an entity include the relevant experience of any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).
- (2) The certifications in Part B of this Form 6 that are required in respect of Affiliates are limited to Affiliates that have engaged in business or investments in North America during the past 10 years.
- (3) Proposers are not required to include responses that are restricted from disclosure under any applicable Law.
- (4) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name: *[Proposer to provide]*

Form 6, Part A: Summary of Certifications

No.	Entity for which a completed Part B is provided	Role of such Entity on Proposer team ¹⁰	Answered Yes to One or More of Questions (1) through (17) of Part B?	
(1)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(2)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(3)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(4)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(5)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(6)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(7)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(8)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(9)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(10)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(11)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(12)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(13)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(14)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(15)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(16)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
(17)			<input type="checkbox"/> Yes	<input type="checkbox"/> No

¹⁰ E.g. Lead Contractor, Financially Responsible Party.



Proposer Team Name:
Name of Team Member:
Role on Proposer: Lead Contractor
 Lead Designer
 Lead Operator
 Lead Tunnel Engineer¹¹
 Lead Environmental Coordinator
 Right of Way Acquisition Coordinator
 Utility Coordinator
 Financially Responsible Party for [Proposer to provide relevant entity]

Is firm a Joint Venture member of the role checked above? Yes
 No

Form 6, Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer, director or employee of either the firm or any Affiliate, been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations within the past ten (10) years (measured from the date of issuance of this RFQ)?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(2)	Has the entity or any Affiliate or any current officer or director of either the firm or any Affiliate, been indicted or convicted of any other felony or serious misdemeanor within the past ten (10) years (measured from the date of issuance of this RFQ)?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(3)	Has the entity or any Affiliate ever sought protection through receivership or under any provision of any bankruptcy act within the past ten (10) years (measured from the date of issuance of this RFQ)?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(4)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the	<input type="checkbox"/>	<input type="checkbox"/>

¹¹ If applicable.



<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
	past ten (10) years (measured from the date of issuance of this RFQ)? <i>If yes, please explain:</i>		
(5)	Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years (measured from the date of issuance of this RFQ)? <i>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:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	Has any project performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate, involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years (measured from the date of issuance of this RFQ)? <i>If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(7)	Has the entity or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et. seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	Has the entity or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Office of Labor Commissioner, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>



No. Certification Questions

Yes No

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

If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.

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

If yes, please explain:

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

If yes, please explain:

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

If yes, please explain:

(13) In the past five (5) years (measured from the date of issuance of this RFQ), has there been any settled adverse claim, dispute, or lawsuit between the owner of a public works project and the entity or any Affiliate during the last five years in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000) (for certainty,



<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
	excluding matters that resulted in contractually agreed change orders or which were processed under a customary claims process under the terms of a contract)? <i>If yes, please explain:</i>		
(14)	In the past five (5) years (measured from the date of issuance of this RFQ), has the entity or any Affiliate had liquidated damages assessed against it during or after completion of a contract in an amount in excess of fifty thousand dollars (\$25,000)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(15)	In the past five (5) years (measured from the date of issuance of this RFQ), has a surety or any Affiliate completed a contract on the entity's behalf or paid for completion because the entity or any Affiliate was in default or terminated by the project owner? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(16)	In the past five (5) years (measured from the date of issuance of this RFQ), has the entity, any of its Key Personnel, subsidiaries or Affiliates ever been an "expatriate corporation" as that term is defined in California Public Contract Code (PCC) §10286.1(b)? <i>If yes, please provide the date such expatriate corporation" was established:</i> <i>If yes, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?</i> <input type="checkbox"/> No; OR <input type="checkbox"/> Yes, the entity meet the requirements of PCC §10286.1(b)(2)(A); OR <input type="checkbox"/> Yes, the entity meet the requirements of PCC §10286.1(b)(2)(B).	<input type="checkbox"/>	<input type="checkbox"/>
(17)	In the past five (5) years (measured from the date of issuance of this RFQ), has the entity been convicted of violating a state or federal law respecting the employment of undocumented aliens? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(18)	In the past five (5) years (measured from the date of issuance of this RFQ), has the entity had any license, credential, or registration revoked or suspended?	<input type="checkbox"/>	<input type="checkbox"/>



No. Certification Questions

Yes No

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



FORM 7: REFERENCE PROJECT EXPERIENCE COVER SHEET

Instructions

- (1) If the specific entity that undertook the identified project is not a Major Participant, but rather an Affiliate of such entity, please expressly indicate and identify the entity and its relationship to Proposer or a Major Participant, as applicable. At SBCTA's sole discretion, such entity may be required to be a Financially Responsible Party and provide a guaranty of the Developer under the Contract.
- (2) Describe the work and state the percent or dollar value of (a) the design and construction work the entity performed/was responsible for (if the entity is a Developer); or (b) the design work performed (if the entity is a designer). For example:
 - (a) a member of a Joint Venture with a 30% stake in a \$200 million project would insert "30%" or "\$60 million";
 - (b) an engineer who was the lead designer on a \$200 million project for which the total design fee was \$15 million would insert "\$200 million construction/\$15 million design", even if they used subconsultants and did not self-perform all \$15 million of design; and
 - (c) a structural subconsultant who performed \$2 million of structural work designing a \$50 million bridge for the lead designer on a project with a total construction value of \$200 million would insert "\$50 million construction/\$2 million design".
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.



Proposer Name: [Proposer to provide]
 Date: [Proposer to provide]

**Tunnel to Ontario Project
 Reference Project Experience Cover Sheet**

No.	Required Information	Response ¹²
I. Background Information		
(1)	Project Name:	
(2)	Type of Project:	<i>[e.g. Design-Build; Design-Build-Operate-Maintain; Design-Build-Finance-Operate-Maintain; Design-Build-Finance]</i>
(3)	Type of Facility:	
(4)	Owner/Procuring Authority/Location:	
(5)	Brief Description of Project:	
(6)	Percent Responsibility	<i>[Refer to Instructions Page to this Form, Instruction (2)]</i>
(7)	Contract Term:	<i>[State both total term length and start and end dates for the contract, including operations and maintenance]</i>
(8)	Current Status:	<i>[e.g. under construction (including approx. % complete), in operation etc.]</i>
(9)	Key Dates and Milestones: ¹³	Key Dates/Milestones: <i>[Contract execution: [●] (anticipated/contracted); [●] (actual)</i> <i>Commencement of design (if separate from construction): [●] (anticipated/contracted); [●] (actual)</i> <i>Commencement of construction: [●] (anticipated/contracted); [●] (actual)</i> <i>Achievement of Substantial Completion: [●] (anticipated/contracted); [●] (actual)</i> <i>Service/Operations Commencement (if applicable): [●] (anticipated/contracted); [●] (actual)</i> <i>Achievement of Final Completion: [●] (anticipated/contracted); [●] (actual)</i>
II. Description of Team Member Involvement		
(10)	Proposer Team Member(s) (or Affiliate(s)) Involved:	
(11)	Role of Proposer Team Member(s) (or Affiliate(s)):	<i>[Including whether the entity was involved in all or just some phases or aspects of the project.]</i>
(12)	Key Personnel Involved, Roles & Responsibilities:	

¹² Bracketed and italic text in the "Response" column constitutes additional guidance for completing this Form, which should be deleted when completing the Form.

¹³ The schedule should generically refer to the period of time that events occurred after contract execution, rather than to specific calendar months and years (e.g. 'Commencement of construction: 6 months after contract execution', rather than 'Commencement of construction: June 2012,' etc.)



III. Technical Information		
(13)	Construction Value:	<i>[See defined term "Construction Value".]</i>
(14)	Completion within/above Budget:	<i>[Detail (by approximate value and percentages) amount over/under budget and briefly explain reasons for such deviations.]</i>
(15)	O&M Characteristics:	<i>[Brief description of O&M scope, vehicle types used, annual operating cost/revenue, capacity, and/or other relevant key metrics.]</i>
IV. Reference		
(16)	Name:	
(17)	Title & Employer (current):	
(18)	Title & Employer (at time of project/transaction):	
(19)	Role on the project:	
(20)	Relationship to project owner:	
(21)	Phone & Email:	
(22)	Location & Time Zone:	
(23)	Other: ¹⁴	

¹⁴ Include any other notes that may be useful when speaking to this individual, e.g., that they are a non-English speaker, etc.



FORM 8: SAFETY RECORD QUESTIONNAIRE

Instructions

- (1) Information must be provided with regard to all construction work undertaken in the United States (including the State of California), with separate statistics relative to the State of California.
- (2) If 2020 part year data is available, please fill in 2018, 2019 and 2020 and mark 2017 as "N/A" and indicate the period for which 2020 data is available. If 2020 part year data is not available, please fill in 2017, 2018 and 2019 and mark 2020 as "N/A".
- (3) For Items 2 to 6 in the table below, the information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.
- (4) For Item 7 in the table below "Incidence Rate", Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked.
- (5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.



Proposer Team Name: []
Name of Lead []
Contractor:

No.	Data	2017	2018	2019	2020	Average
(1)	Total Hours Worked (in thousands): <ul style="list-style-type: none"> • Nationwide: • California: 					
(2)	Number of fatalities: <ul style="list-style-type: none"> • Nationwide: • California: 					
(3)	Number of lost workdays: <ul style="list-style-type: none"> • Nationwide: • California: 					
(4)	Number of lost workdays cases: <ul style="list-style-type: none"> • Nationwide: • California: 					
(5)	Number of injury/illness cases: <ul style="list-style-type: none"> • Nationwide: • California: 					
(6)	Number of days of restricted work activity due to injury/illness: <ul style="list-style-type: none"> • Nationwide: • California: 					
(7)	Incidence Rate: Lost Workday Cases <ul style="list-style-type: none"> • Nationwide: • California: Days Lost <ul style="list-style-type: none"> • Nationwide: • California: 					
(8)	Worker's Compensation: Experience Modifier <ul style="list-style-type: none"> • Nationwide: • California: 					



1. Is the Firm a party to an alternative dispute resolution system as provided for in Labor Code §3201.5?
 Yes No

2. Please attach a summary of the Lead Contractor's worker safety program, which shall include a description of how the Proposer will provide protection to prevent damage, injury, or loss to employees of the Proposer and its subcontractors and other persons who are on the Project site and will minimize lost or restricted workdays due to injuries.



FORM 9: KEY PERSONNEL

Instructions

- (1) Excluding the page required under instruction (2) below, each resume must not exceed two pages in length and must include (in the following order):
 - (a) state the specific role that the person is fulfilling for the Project;
 - (b) describe how the person(s) prior experience relates to their potential role in the Project;
 - (c) length of employment with current employer and all prior employers (the names of each of which must be specified) for at least the past 10 years;
 - (d) title, employer, roles, and responsibilities on (i) any of the projects listed in a completed Form 7 (Project Experience) and (ii) any other potentially relevant Reference Projects;
 - (e) identification of any relevant (i) licenses and/or registrations, (ii) community or professional organization service activities or recognitions and/or (iii) professional disciplinary actions; and
 - (f) an express, written statement from each entity employing such individuals committing that the individuals designated for the Key Personnel position shall be available to serve the role so identified in connection with the Work.
- (2) Each resume shall include details of three references on a third page in the format provided in Annex A to this Form. References shall be previous owners or clients on projects on which the individual has worked within the past ten years which appear on the identified personnel's resume. If the individual has worked on less than four projects that meet these criteria, then other references may be included but shall clearly be marked as such.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.



Proposer Name: [Proposer to provide]

Form 9: List of Key Personnel

By submitting this completed form (with corresponding attached resumes), Proposer is deemed to confirm that each of the below named individuals is, and is reasonably expected to remain, available to serve in the position indicated by their name in connection with the Project for the period for which such position will be required to be filled as specified below.

Key Personnel Position	Description
Project Director Name: [Proposer to provide]	<p>Position Description:</p> <ul style="list-style-type: none"> • Leader of the design and construction team responsible for developing an innovative and constructible design in accordance with current SBCTA, federal and state standards and requirements, applicable law and good industry practice. • Required to work closely with SBCTA, PCM, UPRR and key Stakeholders. • Ensure Major Participants, other subcontractors and suppliers, Key Personnel and other personnel are responsive, detailed and timely and where not, take necessary action to remedy. • Has authority to bind Developer on key matters relating to the Project. • Has authority to stop work. • Responsible for continued adherence to the Project schedule and budget. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 15 years of major civil projects experience. While prior tunneling or major transit project experience is not required, it is preferred. • Further desired qualifications for this position include experience with alternative project delivery scope and size similar to this Project.
Environmental Manager Name: [Proposer to provide]	<p>Position Description:</p> <ul style="list-style-type: none"> • Responsible for ensuring Project compliance with all environmental obligations including current SBCTA, City of Rancho Cucamonga, City of Ontario, federal and State requirements, and Applicable Law and good industry practice.



Key Personnel Position	Description
	<ul style="list-style-type: none"> • Manage and coordinate the NEPA and CEQA processes. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience managing the environmental permitting for complex transportation projects, including at least 5 years of experience in California.
<p>Design Manager</p> <p>Name: [<i>Proposer to provide</i>]</p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Responsible for ensuring that the overall Project design is completed and design criteria requirements are met in accordance with Project standards and contract requirements, current SBCTA, City, federal and California standards and requirements, Applicable Law and good industry practice. • Manage and coordinate the engineering expertise, including seismic and underground experience, needed for the design of the Project efficiently and in accordance with the approved Project schedule, budget and requirements. • Work closely with various governmental entities to efficiently obtain approvals. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • California registered Professional Engineer. (<i>Required</i>) • 15 years of experience managing the design of complex transportation projects. • Prior experience acting as a design manager on other tunneled transportation facilities.¹⁵ (<i>Required</i>)
<p>Tunnel Engineering Manager¹⁶</p> <p>Name: [<i>Proposer to provide</i>]</p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Responsible for ensuring that the tunnel design is completed and design criteria requirements are met. • Assigned to the project full time during the design phase on-

¹⁵ Design Manager is exempt from this requirement if a Tunnel Engineering Manager position is named.

¹⁶ This optional role may be used if Design Manager does not meet the requisite requirements. Proposer shall identify which of the Design Manager or the Tunnel Engineering Manager will serve as the engineer responsible in charge for the Project design.



Key Personnel Position	Description
	<p>site wherever design activities are being performed.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • Same as for Design Manager.
<p>ROW Manager</p> <p>Name: <i>[Proposer to provide]</i></p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Manage and coordinate operations and activities regarding the acquisition of ROW for the Project. • Work closely with SBCTA and other stakeholders, including property owners. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 5 years of relevant ROW experience in California, including managing ROW acquisitions for complex transportation projects • Strong understanding of The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
<p>Utilities Manager</p> <p>Name: <i>[Proposer to provide]</i></p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Managing all required utility works and coordination with utility owners and related stakeholders. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 5 years of relevant experience on major infrastructure projects in Southern California.
<p>Construction Manager</p> <p>Name: <i>[Proposer to provide]</i></p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Manage and implement the construction of the approved design in accordance with current SBCTA, federal and California standards and requirements, applicable law and good industry practice. • Coordinate all subcontractors' work and schedule of all



Key Personnel Position	Description
	<p>materials in a safe and efficient manner.</p> <ul style="list-style-type: none"> • Has authority to stop work. • Work professionally and effectively with the SBCTA and PCM inspectors. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience managing the construction of complex transportation projects. • Specific tunneled transportation facilities experience is required.
<p>Quality Manager</p> <p>Name: [<i>Proposer to provide</i>]</p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Ensure that all required quality validation and quality control requirements for the Work are continuously implemented and followed for all design and construction activities • Continuously monitor the Work to verify that all process and quality requirements are met. If they are not, lead the effort in developing corrective action to rectify the process and continue to monitor the product to ensure improvement. <p>Preferred Qualifications:</p> <p>10 years of experience providing quality control oversight, quality assurance, or quality management for complex surface transportation projects.</p>
<p>Operations Manager</p> <p>Name: [<i>Proposer to provide</i>]</p>	<p>Position Description:</p> <ul style="list-style-type: none"> • Primarily and directly responsible for oversight of all system operations, including day-to-day operations, ensuring all KPIs are met, and being primarily responsible for customer satisfaction. • Primarily and directly responsible for ensuring proper maintenance of all system elements, including tunnel infrastructure, stations, the vehicle fleet. • Operations activities are expected to include the training, supervision, and provision of all operations personnel necessary to ensure that the Project provides safe, effective,



Key Personnel Position	Description
	<p>and reliable service.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> Desired/targeted experience includes 5 years of experience managing public transit operations.
<p>Safety / Security Manager</p> <p>Name: [<i>Proposer to provide</i>]</p>	<p>Position Description:</p> <ul style="list-style-type: none"> Coordinate systems safety and security certifications prior to the start of revenue operations. Primarily and directly responsible for ongoing compliance with all safety and security requirements. Responsible for coordinating with SBCTA, the City of Rancho Cucamonga, OIAA, and all other applicable authorities regarding security issues in the tunnel and surrounding areas. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> Desired/targeted experience includes 10 years of experience managing the safety and security of public transportation system operations. 5 years of tunnel safety during operations.



**Annex A to Form 9
Form for Key Personnel References**

Proposer Name: [Proposer to provide]
Position: [relevant Key Personnel position]
Individual: [name]

References

Required Information	Reference No. 1	Reference No. 2	Reference No. 3
Project(s)/Transaction(s) (name and cross-reference in SOQ to relevant <u>Form 7</u> (if applicable)):			
Reference's Name:			
Reference's Title (current):			
Reference's Employer (current):			
Reference's Title (at time of project/transaction):			
Reference's Employer (at time of project/transaction):			
Reference's Phone and Email:			
Reference's Location and Time Zone:			
Other: ¹⁷			

¹⁷ Include any other notes that may be useful when speaking to this individual, e.g., that they are a non-English speaker, etc.



FORM 10: CREDIT RATINGS

- | | | | | | |
|----------------------------|---|--|--|--|--|
| <u>Instructions</u> | | | | | |
| (1) | For "Role" and "Name" indicate, respectively, role of Major Participant in Proposer team and such member's legal name. | | | | |
| (2) | If any entity that is rated by one or more Rating Agencies is not rated by any other Rating Agency, indicate "Not rated". | | | | |
| (3) | Proposers should delete this instructions box and additional instruction notes prior to submitting this Form. | | | | |

Proposer Name: *[Proposer to provide]*

Form 10: Credit Ratings

Role	Entity Name	Fitch	Moody's	S&P	DBRS



FORM 11: INDICATIVE SCHEDULE OF VALUES

Instructions

(1) The values provided below are indicative and non-binding on the Proposer.

(2) The values provided below are intended to tie to the “uses” of funds required to be included, alongside sources, by NTP, in the preliminary plan of finance submitted under Section 27.1.

Category	Anticipated Cost
NTP1 Work	
Environmental Permitting, Approval, and Preliminary Engineering	
NTP1 Subtotal	
NTP2 Work	
Final Design	
ROW Acquisition Plan & ROW Engineering	
Utility Relocation Plan	
Permitting	
NTP2 Subtotal	
NTP3 Work	
ROW Acquisition	
Utility Relocation	
Railroad Coordination	
Station(s) Construction (ONT) – include two values: (1) two surface stations and (2) one underground station	
Station Construction (Rancho Cucamonga)	
Tunnel Construction	
Tunnel Systems Installation (Including fire, life, safety, communications, surveillance, lighting, ventilation)	
Control Center (if off-site) Construction	
Maintenance Facility Construction	



Insurance	
Administrative/Overhead Costs	
NTP3 Subtotal	
NTP4 (Annual Cost During Operations)	
System Operations & Maintenance (Including Stations, Vehicles, Adjacent Surface Facilities) – include two values: (1) two surface stations at ONT and (2) one underground station at ONT	
Customer Service	
Facility Operations & Maintenance (Including Control Center and Maintenance Facility)	
Tunnel Maintenance	
Insurance	
Administrative/Overhead Costs	
NTP4 Subtotal (Annual)	
Non-Binding Grand Total	