



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR QUALIFICATIONS (23-1002878)**

**for the Prequalification of Operating System Providers for the
TUNNEL TO ONTARIO INTERNATIONAL AIRPORT PROJECT**

RFQ Issuance Date: November 15, 2022

Addendum No. 1 Issuance Date: November 22, 2022

Addendum No. 2 Issuance Date: December 23, 2022

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SOQ Submission Deadline: 12:00 pm PT, April 18, 2023

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TABLE OF CONTENTS

	Page
PART A: PROJECT INTRODUCTION	1
1. INTRODUCTION TO THE PROJECT	1
1.1 Project Overview	1
1.2 Procurement Approach.....	2
1.3 State Law Provisions	4
1.4 Federal Law Provisions	4
2. PROCUREMENT SCHEDULE.....	4
3. HOW TO USE THIS RFQ	6
PART B: BACKGROUND INFORMATION.....	8
4. KEY STAKEHOLDERS.....	8
4.1 Omnitrans.....	8
4.2 Ontario International Airport Authority (OIAA).....	8
4.3 City of Rancho Cucamonga and City of Ontario	8
4.4 Cucamonga Station, Brightline West, and West Valley Connector.....	9
4.5 Caltrans.....	9
4.6 Union Pacific Railroad	9
4.7 San Bernardino County	9
5. PROJECT STATUS UPDATES	9
5.1 PCM Procurement.....	9
5.2 NEPA/CEQA	9
5.3 ROW Acquisition	10
5.4 California Public Utilities Commission.....	10
6. DESCRIPTION OF REQUIRED WORK.....	10
6.1 Project Scope.....	10
6.2 Key Operating System Parameters	11
6.3 Funding Availability and Phased Delivery	12
7. KEY DESIGN-BUILD CONTRACT TERMS	12
8. FEDERAL REQUIREMENTS.....	13
8.1 Generally.....	13



- 8.2 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 13
- 8.3 DBE..... 14
- 8.4 Buy America..... 14
- 8.5 Public Transit Employee Protections 14
- 8.6 Other Federal Requirements 14
- PART C: PROCUREMENT RULES 15
- 9. COMMENTS, QUESTIONS AND REQUESTS FOR CLARIFICATION 15
 - 9.1 General Requirements for Preparation and Delivery of RFQ Comments..... 15
- 10. ADDENDA 16
- 11. COMMUNICATIONS AND CONTACTS..... 16
 - 11.1 Operating System Provider Contacts..... 16
 - 11.2 Rules for Communications and Contact 16
- 12. ORGANIZATIONAL CONFLICTS OF INTEREST 19
 - 12.1 General Requirements 19
 - 12.2 Federal and SBCTA Requirements and Prohibitions 19
 - 12.3 Disclosure of Conflicts 20
 - 12.4 Persons with Organizational Conflicts of Interest..... 20
- 13. LIMITATIONS ON Operating System Providers 21
 - 13.1 Team Members and Key Personnel 21
 - 13.2 Licensing Requirements 21
- 14. ORGANIZATIONAL CHANGES 22
 - 14.1 General Restrictions on Changes 22
 - 14.2 Organizational Changes for Prequalified Operating System Providers 22
- 15. PRE-SOQ ONE-ON-ONE MEETINGS..... 23
 - 15.1 Purpose of Pre-SOQ One-on-One Meetings 23
 - 15.2 Notice of Intent Submission 23
 - 15.3 Requesting Pre-SOQ One-on-One Meetings..... 24
 - 15.4 Pre-SOQ One-on-One Meeting Rules and Procedures 24
- 16. PROJECT WEBSITE 25



- 16.1 Project Website25
- 17. NON-RELIANCE ON/USE OF PROJECT INFORMATION25
- 18. DISQUALIFICATION FOR NON-COMPLIANCE26
- PART D: SOQ SUBMISSION REQUIREMENTS27
- 19. DELIVERY TIMING AND PROCEDURE27
 - 19.1 Location and Manner of Delivery27
 - 19.2 Timeliness of Delivery27
 - 19.3 Responsibility for Delivery27
- 20. GENERAL REQUIREMENTS FOR PREPARATION AND SUBMISSION27
 - 20.1 General27
 - 20.2 Format.....29
- 21. OWNERSHIP OF SOQ30
- 22. SUBMISSION CONTENTS AND ORGANIZATION30
- 23. VOLUME 1 – ADMINISTRATIVE SUBMISSION34
 - 23.1 Proposal Letter34
 - 23.2 Information Regarding Operating System Provider.....35
 - 23.3 Conflict of Interest Statements.....35
 - 23.4 Participant Disclosure Form.....35
 - 23.5 Legal and Project Performance Certifications35
 - 23.6 References.....35
- 24. VOLUME 2 – TECHNICAL SUBMISSION.....36
 - 24.1 Executive Summary36
 - 24.2 Chapter 1 – Team Background.....36
 - 24.3 Chapter 2 – Operating System Provider’s Approach38
 - 24.4 Chapter 3 – Proposed Operating System (Part I)39
 - 24.5 Chapter 4 – Proposed Operating System (Part II)44
- 25. VOLUME 3 – FINANCIAL SUBMISSION48
 - 25.1 Chapter 1 - Financial Statements and Financial Capacity.....48
 - 25.2 Chapter 2 – Support Letters50
- 26. VOLUME 4 – REDACTED SUBMISSION52
 - 26.1 Public Records Law Requirements.....52



26.2 Confidential and Proprietary Information.....52

26.3 Review by Key Stakeholders53

26.4 Preparation and Release of Redacted SOQ53

26.5 Disputes and Liability.....53

PART E: EVALUATION PROCESS AND CRITERIA54

27. OVERVIEW OF THE EVALUATION PROCESS54

27.1 SBCTA’s Rights During Evaluation Process54

27.2 Exercise of Discretion in Evaluation Process.....55

27.3 RFP Procedure and Evaluation55

28. RESPONSIVENESS REVIEW55

28.1 Administrative Pass/Fail Evaluation.....55

28.2 Administrative Pass/Fail Evaluation Criteria56

29. SUBSTANTIVE EVALUATION PROCESS56

29.1 Technical Substantive Pass/Fail Evaluation56

29.2 Financial Pass/Fail Evaluation.....60

29.3 Technical Substantive Scored Evaluation.....61

30. PREQUALIFICATION65

PART F: PROTESTS, DEBRIEFS AND RESERVED RIGHTS66

31. PROTESTS66

31.1 Applicability and Process.....66

31.2 Required Early Communication for Certain Protests.....66

31.3 Content of Protest66

31.4 Burden of Proof66

31.5 Decision on the Protest67

31.6 Protestor’s Payment of SBCTA Costs67

31.7 Rights and Obligations of Operating System Providers67

32. DEBRIEFINGS67

32.1 Availability of Debriefings67

32.2 Content of Debriefings.....67

33. RESERVED RIGHTS.....68

33.1 Waiver.....68



33.2 SBCTA’s Reserved Rights68

33.3 No Commitment or Liability70

PART G: DEFINITIONS AND RULES OF INTERPRETATION72

34. RULES OF INTERPRETATION72

34.1 References to SBCTA Discretion72

34.2 Interpretation of Certain References, Terms, Phrases and Types
of Language72

35. DEFINITIONS73

PART H: FORMS.....79

Form 1: RFQ Comment Submission Template

Form 2: Proposal Letter

Form 3: Information Regarding Operating System Provider

Form 4: Participant Disclosure Form

Form 5: Legal and Project Performance Certifications

Form 6: Key Personnel



PART A: PROJECT INTRODUCTION

1. INTRODUCTION TO THE PROJECT

1.1 Project Overview

San Bernardino County Transportation Authority (“SBCTA”), in partnership and cooperation with the City of Rancho Cucamonga, the City of Ontario, Ontario International Airport Authority (“OIAA”), and Omnitrans, presents this Request for Qualifications (as modified by any Addenda, this “RFQ”) to prospective entities or groups of entities interested in being prequalified to participate as the Operating System Provider on a Shortlisted Design-Build Team for the project to construct an approximately 4-mile tunnel and autonomous vehicle transit connection from the Rancho Cucamonga Metrolink Station, also known as Cucamonga Station, to the Ontario International Airport (“ONT”), with one surface station at Cucamonga Station and two surface stations at ONT (the “Project”).¹

The Project further contemplates that the Lead Operator (defined below) will enter into a separate Operating Contract (defined below) with Omnitrans for the operations and maintenance of the Operating System for a period of five years following commencement of revenue operations.

The purpose of the Project is to provide a fast and low-cost connection to the Southern California regional rail/transit system and future interstate high speed rail service for air passengers and other users of ONT. Specifically, the goals of the Project include the following (which are not listed in order of importance):

- a. providing a reliable trip time and ability to accommodate capacity during peak demand;
- b. minimizing wait times for those using the system to transfer to and from Cucamonga Station Metrolink trains and other transit services feeding Cucamonga Station over the majority of the day;
- c. promoting sustainable travel and livability for the region;
- d. providing a convenient, safe, and reliable method of transportation connecting the ONT passenger terminals to the regional transit network;
- e. minimizing environmental impacts and ROW acquisitions;
- f. using flexible design, construction, and technology;
- g. commencement of service targeted for no later than fall 2027; and

¹ For clarity and brevity, SBCTA has used the term “Project” to refer to the subject matter of this RFQ and the subsequent contemplated RFP. Operating System Providers should note, however, that neither the issuance of the RFQ 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.

h. promoting a safe work environment throughout the duration of the Project.

The Operating System Provider will be responsible, in whole or in part, for the design, fabrication, delivery, installation, testing, integration, commissioning, verification of passenger service readiness, permitting, and safety certification, of a completely autonomous, on demand transportation system, to include vehicles, control systems, power distribution and vehicle charging, communications systems, station equipment, and maintenance facility fit out and equipment, along with all related equipment and services as required to provide a complete autonomous, on demand transportation system (collectively, the “Operating System”).

1.2 Procurement Approach

SBCTA is procuring the Project utilizing a hybrid progressive design-build methodology. This RFQ, which is intended to prequalify Operating System Providers to participate on a Shortlisted Design-Build Team (defined below), will proceed in parallel with the separate Request for Qualifications to shortlist two (2) design-build teams (the “Design-Builder RFQ”), which teams will consist of Major Participants to include the identified entity (the “Proposer”) that would become the counterparty to the Design-Build Contract upon selection (the “Design-Builder”), as well as the Lead Contractor, Lead Tunneling Contractor, and Lead Designer (each together a “Design-Build Team” and if shortlisted at the conclusion of that procurement process, a “Shortlisted Design-Build Team”). Each Shortlisted Design-Build Team will enter into a Pre-Proposal Works Agreement with SBCTA for the approximately 10-month preconstruction phase (“Phase 1” or the “Preconstruction Period”), commencing in June 2023 with the execution of the Pre-Proposal Works Agreements, and concluding with the submission of proposals in response to the Design-Build Request for Proposals in March 2024.

Each Shortlisted Design-Build Team will be expected to select a single Prequalified Operating System Provider to join its team from among the SBCTA-provided list of Prequalified Operating System Providers no later than 2-3 months into Phase 1, or around August 2023. The Operating System Provider will thereafter be considered a Major Participant of the Shortlisted Design-Build Team, and subsequent changes will be subject to the organizational change requirements set forth in the RFP.

SBCTA anticipates releasing the RFP, which will include the best-value evaluation criteria that will be used by SBCTA to select a Preferred Proposer to become the Design-Builder, concurrent with the announcement of the Shortlisted Design-Build Teams. The RFP will include the draft Design-Build Contract, the draft Operating Contract, the Technical Provisions, any Reference Documents to supplement the Project Information previously provided, and Third-Party Agreements, which together will comprise the “RFP” that will govern the Preconstruction Period. Concurrent with this RFQ and for reference only, SBCTA is releasing a draft form of RFP (the “Draft RFP”) containing many of the key provisions that will govern the Preconstruction Period, in addition to those requirements set forth in the Pre-Proposal Works Agreement.

During the Preconstruction Period, each Shortlisted Design-Build Team will collaborate with SBCTA through a series of individual confidential workshops and One-on-One



Meetings with SBCTA, as well as structured meetings with key third-party stakeholders, to develop the Shortlisted Design-Build Team's approach for the Project. Each Shortlisted Design-Build Team will be expected to participate in these structured meetings and will be required to submit specified design and other deliverables that will be set forth in the Pre-Proposal Works Agreement.

The RFP will provide the opportunity for the Shortlisted Design-Build Teams to submit alternative technical concepts ("ATCs") to SBCTA on a confidential basis to allow for the incorporation of innovations during Phase 1, including modifications to the base technical requirements for the Project that are to be included with the Design-Build Contract.

SBCTA has released a draft form of Pre-Proposal Works Agreement concurrent with this RFQ. The Pre-Proposal Works Agreement provides for payments for work product for each Shortlisted Design-Build Team. SBCTA will have the right to use the unsuccessful Shortlisted Design-Build Team's work product and to incorporate such work product, including ATCs, into the Design-Build Contract entered into with the Preferred Proposer for the construction phase, or "Phase 2."

The Shortlisted Design-Build Team that is selected at the conclusion of Phase 1 will enter into the Design-Build Contract with SBCTA, in the final form included as part of the RFP materials at the conclusion of Phase 1, which will govern the remainder of the Project, including final design, construction, testing, and commissioning ("Phase 2" or the "Construction Period").

Each Shortlisted Design-Build Team will also be required to identify a Lead Operator as a Major Participant during the Preconstruction Period. The Lead Operator may be, but is not required to be, the Operating System Provider identified by the Shortlisted Design-Build Team from among the Prequalified Operating System Providers. More information on the qualifications, requirements, and approval process for the Lead Operator will be included in the RFP.

As a condition to achieving Readiness for Revenue Service and following the successful testing and commissioning of the Operating System, the Lead Operator will be required to enter into a separate contract with Omnitrans that will provide for operations of the Operating System for a period of five (5) years from the commencement of revenue service (the "Operating Contract"). The draft Operating Contract will be included in the RFP.

SBCTA's determination of Prequalified Operating System Providers will not serve as a guarantee or endorsement of any specific technology or supplier, nor will it guarantee the performance of any specific technology or supplier.

The specific extent of the Operating System Provider's scope of work, and its relation to the design and construction of the Fixed Facilities by other Major Participants, is to be separately negotiated with any Shortlisted Design-Build Team that a Prequalified Operating System Provider is invited to join, without specific direction to be provided by SBCTA. SBCTA does not represent or warrant that any Prequalified Operating System Provider selected at the conclusion of this procurement will become part of any Shortlisted Design-Build Team, or that they will have any particular scope of work within such team.



1.3 State Law Provisions

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”), and 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.

1.4 Federal Law Provisions

The RFQ is drafted based on the assumption that the Project will utilize federal-aid funds. Accordingly, this RFQ and the procurement will conform to the requirements of applicable federal law, including FTA regulations set out in FTA Circular 4220.1F “Third Party Contracting Guidance,” and other applicable provisions of Applicable Law.

2. 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. Prospective Operating System Providers will be notified of any change by an Addendum to the RFQ or, following identification of Prequalified Operating System Providers, in the RFP.

Event	Date/Time
RFQ Process	
Operating System Provider Prequalification RFQ Issuance	November 15, 2022
Design-Builder RFQ Issuance	November 21, 2022
Issuance of Addendum No. 1 to Operating System Provider RFQ	November 22, 2022
Pre-SOQ One-on-One Meetings with Potential Operating System Providers	December 1-2, 2022
Issuance of Addendum No. 2 to Operating System Provider RFQ	December 23, 2022
Issuance of Addendum No. 1 to Design-Builder RFQ	December 23, 2022
Additional Pre-SOQ One-on-One Meetings with Potential Operating System Providers	January 5-6, 2023
Issuance of Addendum No. 3 to Operating System Provider RFQ	January 10, 2023



Event	Date/Time
Issuance of Addendum No. 2 to Design-Builder RFQ	January 10, 2023
Issuance of Addendum No. 4 to Operating System Provider RFQ	February 16, 2023
Issuance of Addendum No. 3 to Design-Builder RFQ	February 16, 2023
Anticipated Release of Addendum No. 5 to Operating System Provider RFQ, including: <ul style="list-style-type: none"> • Draft Pre-Proposal Works Agreement; • Design-Build Contract Term Sheet; and • Draft RFP² 	March 5, 2023
Additional Pre-SOQ One-on-One Meetings with Potential Operating System Providers (virtual)	March 13-14, 2023
Anticipated Date for Release of Addendum No. 6 to Operating System Provider RFQ; (if needed)	March 22, 2023
Final Date to Submit Operating System Provider RFQ Comments to SBCTA (“RFQ Comment Deadline”)	April 4, 2023
Operating System Provider Statements of Qualifications Due (“SOQ Submission Deadline”)	12:00 pm PT, April 18, 2023
Design-Builder Statements of Qualifications Due (“SOQ Submission Deadline”)	12:00 pm PT, April 20, 2023
Anticipated Announcement of Prequalified Operating System Providers	June 2023
Anticipated Announcement of Shortlisted Design-Build Teams	June 2023
Preconstruction Period Process	

² The draft RFP, to be released following the announcement of Shortlisted Design-Build Teams and the execution of the Pre-Proposal Works Agreements, is provided for informational reference only. The RFP sets forth, among other things, the contemplated ATC process; the process for Pre-Proposal Workshops and One-on-One Meetings; RFP Comment Submissions during the Preconstruction Period; and the form of Performance Security required during the Preconstruction Period. Prospective Operating System Providers are encouraged to submit RFQ Comments on the draft form of RFP and/or discuss provisions thereof during the Pre-SOQ One-on-One Meetings.



Event	Date/Time
Execute Pre-Proposal Works (Phase 1) Agreements with Shortlisted Design-Build Teams; Release Draft RFP, including: <ul style="list-style-type: none"> • Lead Operator Qualification Requirements; • Design-Build Contract Term Sheet³; • Technical Provisions, Reference Documents; and • Third-Party Agreements 	June 2023
Pre-Proposal Workshops and One-on-One Meetings	July 2023 – January 2024
Deadline for Shortlisted Design-Build Teams to Provide Notice to SBCTA of Selection of Operating System Provider	August 2023
Deadline for Shortlisted Design-Build Teams to Submit a Supplemental SOQ for the Lead Operator	August 2023
Environmental Decision Anticipated	Winter 2023-2024
Proposals Due (Including Guaranteed Maximum Price)	Early March 2024
Execute Design-Build Contract with Selected Design- Builder	Early April 2024
Issuance of NTP 1 (Final Design)	April 30, 2024
Target Substantial Completion Date	November 2027

**Shaded items are from the related Design-Builder RFQ and provided for informational purposes.*

3. 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.

³ SBCTA anticipated releasing the full form Design-Build Contract by Addendum to the draft RFP shortly following announcement of the Shortlisted Design-Build Teams and entering into the Pre-Proposal Works Agreements.



- 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

4. KEY STAKEHOLDERS

4.1 Omnitrans

- a. Omnitrans is the public transit agency serving the San Bernardino Valley, providing safe, reliable, affordable, friendly and environmentally responsible transportation. Omnitrans was established in 1976 through a joint powers agreement. Omnitrans carries approximately 11 million passengers each year throughout its 480-square mile service area, covering 15 cities and portions of the unincorporated areas of San Bernardino County.
- b. Omnitrans will be a participant alongside SBCTA throughout all stages of the procurement process. The Shortlisted Design-Build Teams, including the Operating System Providers participating as Major Participants during Phase 2, will be required to interface with and respond to comments from Omnitrans at all stages during the Preconstruction Phase and during implementation.
- c. The Design-Builder will be required to retain the Lead Operator to provide services from construction through testing and commissioning, and to provide operations and maintenance following construction, testing, and commissioning pursuant to the separate Operating Contract.

4.2 Ontario International Airport Authority (OIAA)

- a. SBCTA entered into a MOU with OIAA with respect to the Project that has expired. SBCTA is in the process of finalizing a new MOU with OIAA that will govern the Project through completion of construction.
- 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 final proposed station layout(s) and ROW will be required.

4.3 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. Specifically, SBCTA will enter into a MOU 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 Cucamonga Station. Coordination with both entities with respect to the proposed station layout and design will be required.

4.4 Cucamonga Station, Brightline West, and West Valley Connector

- a. Metrolink operates at the Cucamonga Station and schedule coordination with Metrolink service may be necessary during construction.
- b. Although currently in the conceptual design phase, the private high-speed Brightline West rail line from Las Vegas to the Cucamonga Station is expected to impact the Project and be delivered within the same time period. Coordination with Brightline West will be necessary. SBCTA plans to enter into a MOU with Brightline West with respect to station planning efforts, which is expected to be provided as part of the RFP.
- 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 at the Cucamonga Station. It will be delivered by SBCTA within the same time period and subsequently operated by Omnitrans.

4.5 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.

4.6 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.

4.7 San Bernardino County

The Project will adhere to County rules and regulations.

5. PROJECT STATUS UPDATES

5.1 PCM Procurement

SBCTA has procured a comprehensive PCM consultant team to assist with the implementation of the Project. The PCM's role will be to jointly work together with the stakeholders, on behalf of SBCTA, to successfully oversee environmental approvals, permitting, ROW acquisition, design, construction and implementation of the Project.

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

5.2 NEPA/CEQA

- a. FTA is the lead agency for NEPA review of the Project.
- b. SBCTA is the lead agency for CEQA review of the Project.

- c. SBCTA is currently undertaking the environmental review for the Project and anticipates receiving both NEPA and CEQA decisions in Winter 2023 - 2024, prior to the conclusion of the Preconstruction Period.
- d. Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances. The execution of a Design-Build Contract at the conclusion of this procurement process will not commit SBCTA to a particular course of action beyond work completed during the Preconstruction Period.

5.3 ROW Acquisition

SBCTA will be responsible for all ROW acquisition. Procedures for the acquisition of additional ROW not identified by SBCTA for acquisition in the Project Information will be set forth in the RFP. Any acquisitions that require the exercise of eminent domain will be conducted by SBCTA, in its discretion, subject to applicable eminent domain laws.

5.4 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. The Operating System Provider and the Design-Build Team will be responsible for obtaining any approvals from the California Public Utilities Commission.

6. DESCRIPTION OF REQUIRED WORK

6.1 Project Scope

- a. This Section 6 provides basic background information regarding the general scope of the Project to assist prospective Operating System Providers in understanding the scope of the Project as a whole, including the Fixed Facilities. Complete details of the scope of the Work will be included in the Pre-Proposal Works Agreement and in the RFP that is to be released to the Shortlisted Design-Build Teams, and may differ from the high-level information provided in this RFQ.
- b. The Work to be completed under the Pre-Proposal Works Agreement and the Design-Build Contract is anticipated to include:
 - i. design, permitting, and construction of a tunnel from the Cucamonga Station to two stations at ONT in each of parking lots 2 and 4 as identified in the Project Information;
 - ii. design, permitting, and construction of the stations at Cucamonga Station and ONT;
 - iii. 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;
- iv. design, permitting, and construction of a vehicle maintenance facility;
- v. related features for a fully operational point-to-point public transportation system, including wayfinding, fare collection, and seamless integration with the Cucamonga Station and ONT; and
- vi. design, permitting, and construction of the Operating System.
- c. All Work will be required to be in accordance with Applicable Law and approvals, industry best practices, and the requirements of the Pre-Proposal Works Agreement and the Design-Build Contract.
- d. The station at the 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 the Project Information.

6.2 Key Operating System Parameters

- a. The following are the minimum expected characteristics of the Operating System that will be utilized for the Project pursuant to this RFQ:
 - i. The Project will consist of two surface stations at ONT. More information regarding the contemplated ONT station locations is provided in the Project Information.
 - ii. The Operating System shall be capable of operating at a peak period capacity of 100 passengers per hour per direction.
 - iii. Vehicles shall be rubber-tired zero-emission electric vehicles. Traction power utilizing either overhead catenary wire or third-rail systems is not to be utilized.
 - iv. Vehicles shall operate safely in fully autonomous operations inside the tunnel with no GPS signal or driver.
 - v. Vehicles shall be able to access the maintenance facility without entering mixed flow traffic or interfacing in any way with traditional, human-driven vehicles.
 - vi. The Operating System should be expandable to accommodate higher peak hour capacities in the future.
 - vii. The Operating System will maintain a customer focus, provide expedited boarding, and make efficient use of operating funds.
 - viii. Station-to-station travel times from the Cucamonga Station to the furthest ONT Station will not exceed 11 minutes.

- ix. Point-to-point travel time from Cucamonga Station to the ONT terminal doorways should be as short as possible.
- b. More detailed minimum requirements for the proposed Operating System are set forth in the Technical Pass/Fail Evaluation Requirements in Section 29.1.2.

6.3 Funding Availability and Phased Delivery

- a. It is anticipated that authority to proceed with Work during the Construction Period will be sequenced through issuance of notices to proceed (each an “NTP”), which correspond to SBCTA’s planned funding availability for the Work. The Design-Builder will be prohibited from undertaking any Work prior to issuance of the relevant NTP. The currently contemplated NTPs are:
 - i. “NTP-1” will authorize final design work.
 - ii. “NTP-2” will authorize tunnel boring machine procurement.
 - iii. “NTP-3” will authorize certain early works prior to the commencement of construction.
 - iv. “NTP-4” will authorize construction work.
 - v. “NTP-5” will authorize Vehicle procurement.
 - vi. “NTP-6” will authorize testing and commissioning of the Operating System, following completion of the NTP-4 Work (“Substantial Completion”).
 - vii. “Readiness for Revenue Service” will be achieved upon completion of the NTP-6 Work, including all necessary approvals for the commencement of revenue service. Execution of the Operations Contract by the Lead Operator will be a condition to Readiness for Revenue Service.
- b. SBCTA currently estimates the cost of construction for the Work that will be required under the Design-Build Contract (including, but not limited to, the Operating System) will be approximately four hundred million (\$400,000,000).

7. KEY DESIGN-BUILD CONTRACT TERMS

Concurrent with this RFQ, SBCTA is releasing a draft form of RFP containing many of the key provisions that will govern the Preconstruction Period, in addition to those requirements set forth in the Pre-Proposal Works Agreement. The RFP will be formally issued following the announcement of Shortlisted Design-Build Teams and the execution of the Pre-Proposal Works Agreement. The draft RFP appended to this RFQ includes as Annex B a draft Design-Build Contract Term Sheet. Prospective Operating System Providers are encouraged to provide comments on the draft Design-Build Contract Term Sheet as RFQ Comments prior to the SOQ Submission Date. SBCTA anticipates that the initial release of the RFP will include the Design-Build Contract Term Sheet. The full form of Design-Build Contract, which will be materially consistent with the Design-Build Contract Term Sheet, will be released by subsequent Addendum during the Preconstruction Period.

8. FEDERAL REQUIREMENTS

8.1 Generally

This procurement is subject to various federal requirements. The federal requirements set forth in this Section 8 and otherwise in this RFQ are not an exhaustive list of Federal requirements that the Design-Builder may be ultimately required to follow. In this Section 8, the Operating System Provider and/or the Design-Builder may be referred to as “Offeror,” “Bidder,” and “Contractor.”

8.2 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. SBCTA anticipates setting 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, in the RFP.
- c. The goals will be 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 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 ten thousand dollars (\$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.

8.3 DBE

As a sub-recipient of Federal Transit Administration (FTA) funds, SBCTA is required to comply with all regulations in conformance with Title 49, Code of Federal Regulations (CFR), Part 26, entitled “Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs” (“Regulations”). The Regulations in their entirety are incorporated herein by this reference. As a sub-recipient of federal funds, SBCTA is obligated to comply with the regulations set forth by Omnitrans, the direct recipient of federal funds. As Omnitrans has established a Race-Neutral FTA DBE program, there is no Race Conscious DBE goal on this Project; however, the Omnitrans 2.9% Race Neutral Goal is applicable to this project. It is the obligation of SBCTA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts. As the sub-recipient, SBCTA highly encourages the participation of DBE contractors and the utilization of DBE subcontractors in this project. Omnitrans, as direct recipient of funds, has an overall agency DBE goal of 2.9%, and any DBEs on this project will be used to satisfy the overall agency DBE goal.

8.4 Buy America

The Operating System Provider will be required to comply with the Buy America Act, 49 U.S.C. 5323(j) and 49 C.F.R. part 661.

8.5 Public Transit Employee Protections

The Operating System Provider shall be required to comply, if applicable, with 49 U.S.C. 5333(b) (also known as Section 13(c) of the Federal Transit Act).

8.6 Other Federal Requirements

The Operating System Provider will be required to comply with the following requirements:

- a. the Davis-Bacon Act;
- b. Byrd Anti-Lobbying Amendment;
- c. Section 6002 of the Solid Waste Disposal Act;
- d. Common Grant Rule (49 CFR Part 18);
- e. Rolling stock procurement requirements (49 USC § 5323(u)); and
- f. Video surveillance and/or telecommunications services requirements (2 CFR § 200.216).

PART C: PROCUREMENT RULES

9. COMMENTS, QUESTIONS AND REQUESTS FOR CLARIFICATION

9.1 General Requirements for Preparation and Delivery of RFQ Comments

9.1.1 Timing of RFQ Comments

- a. Operating System Providers 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 applicable RFQ Comment Deadline set forth in the Procurement Schedule.
- b. Notwithstanding any RFQ Comment Deadline, Operating System Providers 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. Operating System Providers should assume that SBCTA will not consider any RFQ Comments that are submitted after the RFQ Comment Deadline in the Procurement Schedule, except reasonable logistical questions received after such deadline, the response to which may be necessary to facilitate timely and compliant delivery of SOQs.

9.1.2 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 the Operating System Provider in the body of the question or comment.
- b. In accordance with the instructions provided in Form 1, Operating System Providers 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 SBCTA Procurement Contact by e-mail to tunneltoontario@gosbcta.com, in which case the subject line will be “Tunnel to Ontario International Airport Procurement: [Operating System Provider Name] RFQ Comment Submission No. []”. Operating System Providers are responsible for ensuring the receipt of their RFQ Comments by SBCTA through the use of automated receipt and read message confirmations.
- d. Operating System Providers 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 the Operating System Provider that such person purports to represent or (B) to a person other than the SBCTA Procurement Contact.

9.1.3 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 Operating System Providers.

10. 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.

11. COMMUNICATIONS AND CONTACTS

11.1 Operating System Provider Contacts

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

11.2 Rules for Communications and Contact

11.2.1 Application of the Rules

- a. The rules of contact specified in Section 11.2.2 will apply during the procurement for the Work, effective as of the date of issuance of this RFQ through the execution of the Design-Build 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 an Operating System Provider.

11.2.2 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, until such time that SBCTA announces the identity of the Prequalified Operating System Providers, no Restricted Person will communicate with another Operating System Provider or its team members with regard to the RFQ, the RFP or either team's SOQ. Contact among Operating System Provider 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. Operating System Providers will correspond with SBCTA regarding the RFQ and RFP only through SBCTA's designated representative which initially will be:

Ms. Shaneka Morris, Procurement Manager,
Special Projects and Strategic Initiatives
San Bernardino County Transportation Authority
1170 W. 3rd St., Second Floor
San Bernardino, CA 92410
Phone: 909.884.8276 x-167
tunneltoontario@gosbcta.com

(as updated by SBCTA from time to time, the "SBCTA 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 SBCTA Procurement Contact. SBCTA will not be (and will be deemed not to be) responsible for, and Operating System Providers 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 to occur of (i) notification that an Operating System Provider was not identified as a Prequalified Operating System Provider, (ii) rejection of all SOQs by SBCTA, (iii) cancellation of the procurement, or (iv) SBCTA entering into a Design-Build Contract with a Preferred Proposer at the conclusion of the Preconstruction Period, the Operating System Provider and its representatives are prohibited from having any *ex parte* communications regarding the RFQ, RFP, the Design-Build 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 Section 12.4), except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the SBCTA Procurement Contact, in his or her 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 Design-Build Contract or the procurement, or limit participation in public meetings or any public workshop related to the Work, the Project, this RFQ or the RFP.

- d. Operating System Providers will not directly or indirectly contact or communicate with 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 Operating System Providers, on the one hand, and the stakeholders and related Persons who are the subject of the restrictions in Section 11.2.2.d, on the other hand, provided that Operating System Providers are permitted to submit written requests to SBCTA, via the SBCTA 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.

11.2.3 Violation of Rules of Contact

Any communications or contacts determined to be prohibited by the rules outlined in Section 11.2.2 or otherwise improper, at the sole discretion of SBCTA, may result in disqualification of one or more Operating System Providers.



12. ORGANIZATIONAL CONFLICTS OF INTEREST

12.1 General Requirements

- a. This Section 12.1 provides information regarding conflict of interest policies and requirements applicable to Operating System Providers and their team members. SBCTA's goals in adopting these policies and requirements include:
 - i. protecting the integrity, transparency, competitiveness and fairness of the planning, procurement, design, construction and development of the Project;
 - ii. avoiding circumstances where an Operating System Provider obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a consultant;
 - iii. providing guidance to potential Operating System Providers or Design-Builders in establishing teams for the procurement of the Project; and
 - iv. ensuring compliance with applicable legal requirements.

12.2 Federal and SBCTA Requirements and Prohibitions

12.2.1 Federal Requirements

Operating System Providers 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 the Operating System Provider's disqualification from participating in the solicitation.

12.2.2 SBCTA Requirements

- a. Operating System Providers 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 as an Operating System Provider or on a Design-Build 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.

- c. Operating System Providers 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. Such Applicable Law will also apply to Design-Build Teams and teaming and may preclude certain firms and their entities from participating on a Design-Build Team.

12.3 Disclosure of Conflicts

- a. The Operating System Provider 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 Operating System Provider).
- b. With regard to each disclosure pursuant to Section 12.3.a, the Operating System Provider 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 Operating System Provider agrees that, if an organizational conflict of interest is discovered, the Operating System Provider must make an immediate and full written disclosure to SBCTA that includes a description of the action that the Operating System Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Operating System Provider knew, or should have known about, but failed to disclose is determined to exist during the procurement process, SBCTA may disqualify the Operating System Provider. If an organizational conflict of interest that an Operating System Provider knew, or should have known about, but failed to disclose exists and such Operating System Provider has joined a Shortlisted Design-Build Team, SBCTA may terminate the Pre-Proposal Works Agreement, Design-Build Contract, or disqualify the Operating System Provider from continued participation on a Design-Build Team in its discretion. In either case, SBCTA reserves all legal rights and remedies. Operating System Providers should not view the list in Section 12.4 as an exhaustive list of those firm(s) that have or may have conflicts of interest.

12.4 Persons with Organizational Conflicts of Interest

Operating System Providers and Design-Build Teams are prohibited from teaming with, including on a 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. 2kbrt Consulting, LLC;



- b. AECOM;
- c. Epic Land Solutions;
- d. Grimshaw Architects;
- e. HNTB Corporation;
- f. Kaplan Kirsch and Rockwell, LLP;
- g. KavPlan, LLC;
- h. Lea+Elliott;
- i. Leighton Group;
- j. LSA Associates;
- k. Monument ROW Services;
- l. Morgner Construction Management;
- m. RailPros;
- n. Towill; and
- o. any other Person that, to the best of the Operating System Provider'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; and
- p. Affiliates of the foregoing.

13. LIMITATIONS ON OPERATING SYSTEM PROVIDERS

13.1 Team Members and Key Personnel

To ensure a fair and competitive procurement process, no Operating System Provider (or partner or Joint Venture member thereof) or Affiliate of the same, nor any Key Personnel, nor any Person related thereto, may be a member in any capacity or otherwise participate in the submission of a SOQ for any other Operating System Provider or Design-Build Team, during the course of the procurement process.

13.2 Licensing Requirements

- a. SBCTA will not require the Operating System Provider to be licensed as a condition of submitting a SOQ or being identified as a Prequalified Operating System Provider. However, the Operating System Provider must be licensed in the State at the time of Design-Build Contract award and provide evidence that it has, or at the time of Design-Build Contract award will have, all licenses, registrations, and credentials required to design and construct the Operating System, including

date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date.

- b. In addition, any Operating System Provider 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 6 of this RFQ.
- c. The Operating System Provider'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.

14. ORGANIZATIONAL CHANGES

14.1 General Restrictions on Changes

Subject to Section 14.2, no Operating System Provider will:

- a. add, delete or substitute Key Personnel or other Persons specifically identified in its SOQ as being part of its team;
 - b. materially alter the relationships or responsibilities among Key Personnel or other Persons specifically identified in its SOQ, or with any entities participating as part of the Operating System Provider or Affiliates of the same, the experience of which are 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 Prequalified Operating System Providers.

14.2 Organizational Changes for Prequalified Operating System Providers

- a. Prequalified Operating System Providers may make Organizational Changes prior to being formally added to a Shortlisted Design-Build Team with SBCTA's consent, to be given in SBCTA's discretion. As a condition to making any such Organizational Change, a Prequalified Operating System Provider must submit to

SBCTA a description of the proposed change and any relevant documentation related to the change.

- b. Organizational Changes occurring after a Prequalified Operating System Provider has been formally added to a Shortlisted Design-Build Team shall be subject to approval by SBCTA as provided for in the Pre-Proposal Works Agreement or RFP, as applicable at the time.

15. PRE-SOQ ONE-ON-ONE MEETINGS

15.1 Purpose of Pre-SOQ One-on-One Meetings

- a. SBCTA invites each Operating System Provider, at its option, to participate in Pre-SOQ One-on-One Meetings with SBCTA. Pre-SOQ One-on-One Meetings will only be provided in SBCTA's discretion to bona fide prospective Operating System Providers intending to participate in the procurement.
- b. The Pre-SOQ One-on-One Meetings are intended to provide Operating System Providers an opportunity to obtain a better understanding of the Project and the requested Operating System, ask questions and/or provide feedback on the RFQ, as well as provide SBCTA with an opportunity to obtain a better understanding of the Operating System Provider's concerns. The Pre-SOQ One-on-One Meetings are not an opportunity for Operating System Providers to discuss their qualifications and experience.
- c. During the Pre-SOQ One-on-One Meetings, SBCTA is interested in receiving initial feedback from the Operating System Provider on its general approach and/or major issues that it 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 Operating System Providers during the RFQ and RFP processes;
 - iii. substantive requirements related to the Operating System requirements; and
 - iv. clarification of the RFQ process, specific statements in the RFQ, and/or timeframes relating to the RFQ.

15.2 Notice of Intent Submission

- a. As soon as reasonably practicable following issuance of this RFQ (and prior to being eligible to participate in a Pre-SOQ One-on-One Meeting), a prospective Operating System Provider intending to participate in the procurement shall notify the SBCTA Procurement Contact of its interest in the Project by email to tunneltoontario@gosbcta.com, with the subject line "Tunnel to Ontario Project: [Operating System Provider] Notice of Interest for Operating System Provider Prequalification".



- b. The notice shall identify the Operating System Provider's Official Representative and provide: name, title, mailing address, phone numbers (work and cell), email address, and fax number (if any), and include an affirmative statement that the Operating System Provider possesses the necessary experience, qualifications, and interest in participating in the procurement process for the Project.

15.3 Requesting Pre-SOQ One-on-One Meetings

Operating System Providers, at their option, may request a Pre-SOQ One-on-One Meeting by email to the SBCTA Procurement Contact, including the following information:

- a. a list of the entity or entities comprising the Operating System Provider;
- b. a list of the Operating System Provider's Pre-SOQ One-on-One Meeting attendees (include name, title, and firm); and
- c. a written list of issues, topics, or requirements that the Operating System Provider wishes to discuss during the meeting.

15.4 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. Operating System Providers will adhere to the allotted time scheduled for their respective Pre-SOQ One-on-One Meeting.
- b. During Pre-SOQ One-on-One Meetings, Operating System Providers may ask questions, make observations, or suggest possible revisions to the RFQ. SBCTA may, but is not required to, respond to questions asked by Operating System Providers in one-on-one meetings. Any responses provided by SBCTA may not be relied upon. 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 Operating System Provider any information submitted by another Operating System Provider.
- d. Except as otherwise provided in the RFQ, SBCTA will not discuss with Operating System Providers any information regarding particular Proposers participating in the Design-Builder procurement.
- e. Operating System Providers 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 Operating System Provider.
- f. No aspect of a Pre-SOQ One-on-One Meeting is intended to provide any Operating System Provider with access to information that is not similarly available to other Operating System Providers.
- g. No part of the evaluation of SOQs will be based on conduct or discussions that occur during Pre-SOQ One-on-One Meetings.



- h. Operating System Providers will not be permitted to distribute materials during the meeting.
- i. Operating System Providers will refrain from promotional or marketing pitches related to their qualifications.

16. PROJECT WEBSITE

16.1 Project Website

- a. SBCTA has assembled documents and information relating to the Project, which will be made available to Operating System Providers and the public via SBCTA's PlanetBids Vendor Portal 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 requires confidential communications and disclosures with and from Operating System Providers. 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 Operating System Providers as provided for in this RFQ.

17. NON-RELIANCE ON/USE OF 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.
- b. Operating System Providers will assume full responsibility for their use of any Project Information and will not be entitled to rely on any such Project Information. Operating System Providers will be solely responsible or liable for any lack of accuracy, completeness, utility, or relevance of, or for any interpretations of or conclusions drawn from, any Project Information.
- c. Without limiting SBCTA's right to require an Operating System Provider to agree to customary or necessary supplemental provisions regarding the receipt or handling of confidential or sensitive information, Operating System Providers shall keep confidential all Project Information furnished to it by SBCTA or otherwise learned by it in oral or written communication with SBCTA or any stakeholder.
- d. Except as may be required by Applicable Law, Operating System Providers shall not make any announcements or release information (including, but not limited to, any member of the public, press, or any official body) that it learns during the



procurement process, including any information contained in the Project Information. Upon receipt of any request or order, including a subpoena for any documents received by an Operating System Provider in connection with the Project, the Operating System Provider will immediately advise SBCTA. For requests other than orders or subpoenas from legal or administrative bodies with jurisdiction, SBCTA will advise the Operating System Provider what information, if any, to make available and to whom.

18. DISQUALIFICATION FOR NON-COMPLIANCE

Any violation by any Operating System Provider or other Person of, or failure to comply with, the Procurement Rules set forth in this Part C may, in SBCTA's discretion, result in the relevant Person and/or Operating System Provider with which such Person is affiliated being disqualified from further participation in the procurement or the Project.



PART D: SOQ SUBMISSION REQUIREMENTS

19. DELIVERY TIMING AND PROCEDURE

19.1 Location and Manner of Delivery

- a. SOQs will be submitted electronically through the Project Website. To submit an SOQ in response to this solicitation, Operating System Providers must be registered at the vendor portal on the Project Website.
- b. A firm must accept the terms and conditions in order to proceed. Operating System Providers will have a series of tabs and may save their SOQ at any time as a draft. Operating System Providers may edit the SOQ as often as they need to until the SOQ Submission Deadline. Late SOQs will not be accepted.
- c. Each Volume will be individually marked and be one document when uploaded to the Project Website.

19.2 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 not be accepted.

19.3 Responsibility for Delivery

- a. Operating System Providers are solely responsible for assuring that SBCTA receives their SOQs by the SOQ Submission Deadline pursuant to Section 19.1.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.

20. GENERAL REQUIREMENTS FOR PREPARATION AND SUBMISSION

20.1 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 Operating System Providers based on the criteria in this RFQ. Operating System Providers 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 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 the Operating System Provider 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 the Operating System Provider on a joint and several basis. Therefore, any information that is required to be submitted as part of the SOQ by one such entity 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 the Operating System Provider 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 Operating System Provider must clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its SOQ. Potential Operating System Providers should note, however, that SBCTA may, in its discretion, based upon its review of a SOQ, require all members or partners to assume joint and several liability as a condition precedent to an Operating System Provider being identified as a Prequalified Operating System Provider.
- e. If an Operating System Provider 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 Operating System Provider 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 Operating System Providers 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 Evaluation Criteria, qualifications that may not strictly meet the stated objectives in this RFQ will not generally result in a rejection or disqualification of an Operating System Provider. 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.

20.2 Format

20.2.1 Electronic Copies

- a. Each Operating System Provider will submit an electronic copy of each of:
 - i. the SOQ; and
 - ii. the Redacted SOQ (as defined below),
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 20.
- c. The Operating System Provider will submit one clean and one redacted copy of its SOQ, and will clearly mark “Clean” or “Redacted”, as applicable, in the .pdf file name.
- d. The Operating System Provider will bear sole responsibility for ensuring successful delivery of the electronic submission, by e-mail or other means, by the SOQ Submission Deadline.

20.2.2 Pages and Numbering

- a. To facilitate printing as necessary, electronic submissions must be prepared on 8-1/2” x 11” sized sheets, 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. 11" x 17" sized pages should not be used for the primary purpose of working around the page number restrictions. If used for that purpose, those pages will be counted as two (2) pages.
- e. All pages will be sequentially numbered within each volume.

20.2.3 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.

21. OWNERSHIP OF SOQ

SBCTA will retain full title to and ownership of all SOQ and other Operating System Provider submissions made pursuant to this RFQ. Notwithstanding the foregoing, Operating System Providers may use and reproduce any elements of a SOQ or other submissions that are standard and not unique to the subject of the submission and the Project, and may reuse any element of their SOQ or other submission for purposes of teaming with a Shortlisted Design-Build Team and/or for submission of a Proposal in response to the RFP.

22. SUBMISSION CONTENTS AND ORGANIZATION

Operating System Providers must organize their SOQ in the order outlined below in this Section 22. Operating System Providers 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 Operating System Providers 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>
VOLUME 1	Legal and Administrative Submission		
	Proposal Letter	Section 23.1	N/A (Form 2)
	Information Regarding Operating System Provider	Section 23.2	N/A (Form 3)
	Conflict of Interest Statements	Section 23.3	N/A
	Participant Disclosure Form	Section 23.4	N/A (Form 4)
	Legal and Project Performance Certifications	Section 23.5	N/A (Form 5)
	References	Section 23.6	N/A



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
VOLUME 2	Technical Submission		
N/A (Cover Document)	Executive Summary	Section 24.1	2 pages
Chapter 1	Team Background		8 pages (Chapter 1 total, excluding Form 6)
	Organizational Chart	Section 24.2.1	
	Narrative of Organizational and Management Structure	Section 24.2.2	
	Key Personnel Information	Section 24.2.3	N/A (Form 6)
	Key Personnel Capacity & Availability	Section 24.2.4	
	Operating System Team Experience Narrative	Section 24.2.5	
Chapter 2	Operating System Provider's Approach		10 pages (Chapter 2 total)
	Project Management Approach	Section 24.3.1	
	Overview of Conceptual Approach to Operating System Design and Construction	Section 24.3.2	
	Stakeholder Coordination and Permitting Approach and Experience Narrative	Section 24.3.3	
	Worker Safety and QA/QC Approach and Experience Narrative	Section 24.3.4	



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Project Controls Narrative and Schedule	Section 24.3.5	
Chapter 3	Proposed Operating System (Part I) ⁴		30 pages (Chapter 3 total)
	Vehicle Characteristics	Section 24.4.1	
	ADA Compliance	Section 24.4.2	
	Level Boarding	Section 24.4.3	
	Safe Driverless Operation Narrative	Section 24.4.4	
	Operations on Standard Roadway Pavement Sections	Section 24.4.5	
	Self-Guided Operations Narrative	Section 24.4.6	
	Battery Operations Narrative	Section 24.4.7	
	Underground Operations	Section 24.4.8	
	System Operations Capacity	Section 24.4.9	
	Maximum Travel Time	Section 24.4.10	
	Maximum Time Between Vehicle Departures	Section 24.4.11	
	ASCE 21 Compliance	Section 24.4.12	
	NFPA 130 Compliance	Section 24.4.13	

⁴ Prospective Operating System Providers may submit, as an appendix to Chapter 3, standalone reports test reports or other documents to evidence any requirements of this Chapter 3; provided that the relevance of such reports shall be clearly described, with specific cross-references as appropriate, within the main body of the Operating System Provider's response in Chapter 3. Such appendices shall not count toward the page limits.



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
	Buy America Compliance	Section 24.4.14	
Chapter 4	Proposed Operating System (Part II) ⁵		20 pages (Chapter 4 total)
	System Operation Demonstration	Section 24.5.1	
	Multiple Vehicle Offerings	Section 24.5.2	
	System Expandability	Section 24.5.3	
	Vehicle Operational Capabilities	Section 24.5.4	
	Full Contactless Guidance	Section 24.5.5	
	System Safety Certification Experience	Section 24.5.6	
	“Wow Factor” / Passenger Experience	Section 24.5.7	
	Human Factors	Section 24.5.8	
	Operations and Maintenance Efficiencies	Section 24.5.9	
	Required Battery Charging	Section 24.5.10	
	Vehicle Warranty & Expected Service Life	Section 24.5.10b	
	Testing and Commissioning Approach	Section 24.5.12	
	Passenger Service Readiness	Section 24.5.13	

⁵ Prospective Operating System Providers may submit, as an appendix to Chapter 4, standalone reports test reports or other documents to evidence any requirements of this Chapter 4; provided that the relevance of such reports shall be clearly described, with specific cross-references as appropriate, within the main body of the Operating System Provider’s response in Chapter 3. Such appendices shall not count toward the page limits.



<u>SOQ Section</u>	<u>Required Material</u>	<u>RFQ Reference</u>	<u>Page Limit</u>
VOLUME 3	Financial Submission		
Chapter 1	Financial Statements and Financial Capacity		
	Financial Statements	Section 25.1.1	N/A
	Fiscal Year and Auditing Requirements	Section 25.1.2	N/A
	Material Changes in Financial Condition	Section 25.1.3	N/A
	Off-Balance Sheet Liabilities	Section 25.1.4	N/A
Chapter 2	Support Letters		
	Financially Responsible Party Letters of Support	Section 25.2.1	N/A
	Credit Ratings	Section 25.2.2	N/A
VOLUME 4	Redacted Submission		
(Provide Separately)	Redacted SOQ (excluding the materials that are exempt from disclosure under the Public Records Law)	Section 26.4	N/A
(Provide Separately)	Confidential Contents Index with Redacted Materials	Section 26.4	N/A

23. VOLUME 1 – ADMINISTRATIVE SUBMISSION

23.1 Proposal Letter

- a. The Operating System Provider shall provide a Proposal Letter in the form of Form 2, signed by the Official Representative of the Operating System Provider and acknowledged by each Financially Responsible Party.
- b. The signature block on Form 2 may be modified to properly reflect the authority of the person signing, although the corresponding certification language must not be altered.

- c. Annex A to the Proposal Letter is provided for the Operating System Provider's use and convenience and is to be returned completed attached to the Proposal Letter.

23.2 Information Regarding Operating System Provider

The Operating System Provider and each Financially Responsible Party will provide general information in the form of Form 3.

23.3 Conflict of Interest Statements

Considering Section 12, the Operating System Provider 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.

23.4 Participant Disclosure Form

The Operating System Provider and each Financially Responsible Party will each provide completed participant disclosure forms in the form of Form 4.

23.5 Legal and Project Performance Certifications

The Operating System Provider shall provide completed legal disclosures in the form of Form 5. References to an entity in Form 5 are to include the relevant experience of the Operating System Provider, any Affiliate, including any Financially Responsible Party, and any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).

23.6 References

The Operating System Provider shall provide a reference for each autonomous transportation system in operational passenger service that it cites in the Operating System Provider's response to Section 24.5.1, or at least three references if the Operating System Provider cites operational passenger system experience on more than three systems. References shall include:

- i. the project name and reference name;
- ii. the percent of the Operating System Provider's responsibility and the contract term;
- iii. key dates, including the date of completion of construction/commencement of operations;
- iv. pertinent operational information, including service frequency, capacity, and number of passengers served; and
- v. the name, title, employer, role, relationship to project owner, phone, and email address of the reference.

24. VOLUME 2 – TECHNICAL SUBMISSION

24.1 Executive Summary

The Operating System Provider shall 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 the Operating System Provider's SOQ.

24.2 Chapter 1 – Team Background

24.2.1 Organizational Chart

- a. The Operating System Provider shall provide an organizational chart identifying:
 - i. its corporate structure, including any teaming relationships, if applicable;
 - ii. for each entity that is part of the Operating System Provider, identification of interim and ultimate parent companies (up to at least the level of Financially Responsible Parties), where relevant;
 - iii. identify, as a minimum, the entity with primary responsibility for delivery of each of the major subsystems of the Operating System (vehicles, communication systems, control systems, power distribution/vehicle charging systems, and user interface/trip request systems); and
 - iv. A team organizational chart identifying Key Personnel and the Operating System Provider's professional and management structure for purposes of delivering the Operating System.

24.2.2 Narrative of Organizational and Management Structure

The Operating System Provider 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. the Operating System Provider anticipates constructively integrating and effectively utilizing the collective experience of all its team members (including Affiliates, if applicable, Key Personnel and other individual professionals);
- b. such structure will support implementation of the Operating System; and
- c. such structure might facilitate later integration into a Shortlisted Design-Build Team.

24.2.3 Key Personnel Information

- a. The Operating System Provider will provide completed Form 6 submissions, attaching resumes (each including a list of references in the form of Annex A to Form 6), for each Key Personnel.

- b. For each Key Personnel, as applicable, the Operating System Provider shall identify the licenses, registrations, and credentials required to design and construct the Operating System, including, but not limited to, information on the revocation or suspension of any license, credential, or registration.

24.2.4 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, the Operating System Provider shall 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, the Operating System Provider will also explain its approach to achieving this while honoring the Key Personnel's previous commitments to their other projects and clients.

24.2.5 Operating System Team Experience Narrative

The Operating System Provider shall provide a narrative detailing the prior experience of its personnel and, as applicable, entities, working together. The narrative should emphasize experience that is directly relevant to the Operating System Provider's vision and approach to the Operating System that is to be utilized for the Project and should cross-reference specific identified past project experience where applicable.

24.3 Chapter 2 – Operating System Provider’s Approach⁶

24.3.1 Project Management Approach

The Operating System Provider will provide a narrative of its general approach to management and oversight of autonomous transportation systems as applicable to both the Construction Period and revenue service, if applicable, 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.

24.3.2 Overview of Conceptual Approach to Operating System Design and Construction

The Operating System Provider will provide its anticipated approach to the design and construction of autonomous transportation systems, including:

- a. project development, design, and implementation, including fabrication, installation, and testing and commissioning, sequencing, and phasing.
- b. integration of the team’s implementation, operations, and maintenance experience into the design of the Operating System;
- c. descriptions of manufacturing capabilities and capacity and factory testing facilities; and
- d. descriptions of any proposed design alternatives or innovations, including pertinent diagrams, design drawings, or renderings.

24.3.3 Stakeholder Coordination and Permitting Approach and Experience Narrative

The Operating System Provider will provide a narrative describing its approach to and experience with:

- a. stakeholder coordination and engagement in both project design and implementation and operations and maintenance periods, including experience where the Operating System Provider has applicable experience with stakeholders such as airports, major rail transit providers, other transit system operators, and local governments, neighborhoods, and communities; and

⁶ To the extent the Operating System Provider’s approach contemplates limited ongoing participation following the commencement of revenue service, the Operating System Provider should clearly describe its proposed role, if any, in response to the requested RFQ submission requirements.

- b. obtaining permits for major project elements, including Federal Communications Commission (FCC) approval as necessary for any communications systems anticipated for use, with an emphasis on projects with the same or similar permitting requirements as those the Operating System Provider expects to be applicable for completion of the Operating System in accordance with Applicable Law.

24.3.4 Worker Safety and QA/QC Approach and Experience Narrative

The Operating System Provider shall provide a narrative description of its focus and commitment to worker safety and effective quality management for autonomous transportation systems, including a description of quality assurance and quality control approach for the entire term of the Project, including design, manufacturing, and construction of the Operating System, and a system for measuring, assessing, and maintaining accountability for Operating System Provider's performance of the work.

24.3.5 Project Controls Narrative and Schedule

The Operating System Provider shall provide a description of its estimated indicative baseline schedule for the Operating System from the beginning of the Preconstruction Period through commencement of revenue service. The indicative baseline schedule should identify durations for the Work to be completed for each phase of the Operating System, including for design, permitting, construction, testing, and commissioning, and should identify major constraints, including with respect to approvals from applicable governmental authorities. The associated narrative should also describe the Operating System Provider's approach for schedule and cost control on the Operating System.

24.4 Chapter 3 – Proposed Operating System (Part I)

The information provided in this Chapter 3 will be primarily utilized by SBCTA in verifying the ability of the proposed Operating System to satisfy the Technical Pass/Fail Evaluation Criteria more specifically set forth in Section 29.1. The Operating System Provider is encouraged to cross-reference the applicable Technical Pass/Fail Evaluation Criteria in its responses to the requirements of this Chapter 3 regarding the proposed Operating System. SBCTA reserves the right to issue requests for clarification to assist it in understanding the extent to which the proposed Operating System satisfies the Technical Pass/Fail Evaluation Criteria, where such compliance with the applicable Technical Pass/Fail Evaluation Criteria is not clear from the Operating System Provider's responses, however, SBCTA shall be under no obligation to issue any such requests for clarification.

24.4.1 Vehicle Characteristics

The Operating System Provider shall provide:

- a. Vehicle operational tunnel height and width requirements with dimensioned drawings.
- b. Vehicle capacity, including number of passengers with bags, for all types of Vehicles proposed as part of the proposed Operating System, utilizing the per

passenger space requirements provided in the Technical Pass/Fail Evaluation Criteria more specifically set forth in Section 29.1.

- c. Vehicle floor plan with dimensions, indicating seats, door locations/widths, and stanchions, or other obstacles.
- d. A narrative description of how larger luggage (e.g., golf bags, skis, bicycles, etc.) can be accommodated by the Vehicles for the proposed Operating System and confirm the impact on vehicle passenger capacity.

24.4.2 ADA Compliance

- a. The Operating System Provider shall confirm whether the ASCE 21-21, ADA, and related requirements described in Section 29.1 are met by current Vehicles and station facilities proposed for use in the Operating System. The number of wheelchair and mobility aid locations per Vehicle is to be confirmed, and photographs and/or diagrams showing wheelchair and mobility aid spaces should be provided where applicable.
- b. To the extent any of the requirements described in Section 29.1 are not satisfied by Vehicles currently in use, the Operating System Provider shall describe in detail its plan to meet such requirements or describe its basis for waiver and the status of any such waiver requests.

24.4.3 Level Boarding

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Confirm current demonstrated precision of berthing operations at test tracks and/or on systems in passenger service.
- b. Describe the number of operations demonstrating this precision and the percentage of operations meeting the specified vertical and horizontal gap limits in accordance with ASCE 21-21 Section 7.3 for vehicles not covered by the slow-speed definition.

24.4.4 Safe Driverless Operation Narrative

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Demonstrate test track and/or other existing operational system experience of the proposed Operating System, including a demonstrated ability for the Operating System to safely operate autonomously. The information cited should include details regarding numbers of passengers carried, interstation distances, vehicle fleet sizes and cruise speeds, safe separation headways demonstrated, and related supporting information as available.
- b. Describe the overall architecture of the control system, including position determination, movement authority, safety protections, and collision avoidance.

- c. Provide relevant supporting data, such as vehicle hours/miles of operation, number of safety incidents, and characterization of safety incidents by type and severity.
- d. Confirm and describe redundant means of vehicle/object/human/animal detection and avoidance, confirming the distance at which obstacles are detected, the processing time to identify the detected item, and the braking time/distance required to safely avoid the obstacle at running speeds.
- e. Confirm the ability of the Operating System to access the maintenance facility without the need to enter mixed flow traffic or interface in any way with traditional, human-driven vehicles.

24.4.5 Operations on Standard Roadway Pavement Sections

The Operating System Provider shall provide a narrative description, photographs, drawings, and/or other supporting information sufficient to demonstrate that the proposed Operating System requires no support or vehicle-mounted guidance systems, excluding rubber tires.

24.4.6 Self-Guided Operations Narrative

The Operating System Provider shall provide a narrative description, photographs, drawings, and/or other supporting information sufficient to:

- a. Demonstrate the proposed Operating System requires no surface-mounted equipment above standard roadway-type running surface.
- b. Confirm demonstrated ability of the proposed Vehicles to run without physical guidance or power distribution equipment above the running surface. The narrative should describe whether any embedded guidance and/or power distribution system is necessary, and if so, provide diagrams and images of the embedded equipment are to be provided.
- c. Confirm whether fixed guidance equipment is used or anticipated for use in berthing areas. Provide photographs and diagrams if fixed guidance equipment is currently used or schematic diagrams if anticipated but not currently in use.

24.4.7 Battery Operations Narrative

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Confirm vehicle range on battery power between charges, including both maximum range and sustainable operating range to maximize battery lifespan.
- b. Confirm required time and frequency of battery charging, including both full charge and optimal state-of-charge range for the different types of charging equipment anticipated, both for:
 - i. existing applications, and
 - ii. applications anticipated for the proposed Operating System for the Project.

- c. Describe Vehicle charging locations in use or anticipated for use, including whether Vehicle charging occurs at stations, in maintenance areas, at other offline facilities, or other approaches.
- d. Describe Vehicle charging methodology and technology. If wireless charging is proposed for the Operating System, confirm compliance with SAE J-2954.

24.4.8 Underground Operations

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Confirm that the proposed autonomous guidance system does not require at/above grade route location; i.e., line of sight satellite signal access or equivalent. The narrative should describe the means of guidance; e.g., optical, radar/lidar, magnetic, or alternative approaches.
- b. If GPS or other such means are currently used, identify the proposed alternative approach for the Operating System and the status of testing or deployment of identified alternatives.

24.4.9 System Operations Capacity

- a. Based on the Project Information provided, the Operating System Provider shall identify the proposed vehicle fleet size and berths per station to provide passenger service with the following characteristics:
 - i. end stations approximately 4.2 miles apart;
 - ii. end to end travel time no greater than 11 minutes;
 - iii. minimum capacity of 100 passengers per hour per direction (pphpd), with 50% of those passengers arriving at one station platform in the peak 15-minute period;
 - iv. maximum time of four minutes between vehicle departures from each station; and
 - v. Vehicles loaded to capacity of passengers and bags using the space per passenger requirements set forth in the Pass/Fail Evaluation Criteria.
- b. Dwell times shall be based on a realistic time to load and unload a fully occupied vehicle, considering actual clear doorway widths, the effects of baggage on passenger flow rates, time for necessary door opening/closing, and other system interlocks.
- c. Calculations shall be based on Vehicle operational, battery range, and charging characteristics, and include Vehicles unavailable for passenger service while charging or undergoing maintenance.
- d. An estimate of the number of spare vehicles that will be required for fleet operations in accordance with FTA guidelines.

24.4.10 Maximum Travel Time

Based on the alignment data provided in the Project Information, the Operating System Provider shall provide speed/time and speed/distance curves confirming the Operating System's ability to complete the longest proposed trip in 11.0 minutes or less, based on demonstrated Vehicle acceleration, braking, and related measures of performance within the applicable requirements for Ride Comfort in ASCE 21-21 Section 7.7.3, assuming a Vehicle loaded at maximum capacity including bags, and necessary safety interlocks for door opening and closing.

24.4.11 Maximum Time Between Vehicle Departures

Based on the Project Information, the Operating System Provider shall describe its approach to operations to provide the required level of service, including any need for staged vehicles and/or empty trips.

24.4.12 ASCE 21 Compliance

The Operating System Provider shall provide an ASCE Automated People Mover Standards 21-21 Compliance Confirmation/Gap Analysis document that states, in summary form as necessary to comply with the applicable page limits, the extent to which the proposed Operating System's design complies with each section of ASCE 21-21. For those sections of non-compliance, identify the standard used for design, including the rationale for exemption from the ASCE 21-21 requirements and differences between their design standard and ASCE 21-21.

24.4.13 NFPA 130 Compliance

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Confirm the means of Vehicle emergency egress, identifying two means of egress per vehicle.
- b. Provide an overview of the Operating System Provider's approach to passenger egress from a system operating in a tunnel environment.
- c. Confirm whether current Vehicle offerings, and in particular the Vehicles proposed for the Operating System, meet applicable NFPA 130 2020 requirements, including but not limited to, providing:
 - i. a table corresponding to Table 8.4.1 in NFPA 130 2020, confirming the test results for each of the listed vehicle components (detailed test reports are not requested at this time);
 - ii. to the extent any components listed in this table do not meet the specified performance thresholds of Table 8.4.1, a plan to comply with each applicable requirement; and
 - iii. confirmation regarding whether the battery installation requirements of NFPA 130 2020 Section 8.6.9 are met, and if not, the plan to comply with each applicable requirement.

24.4.14 Buy America Compliance

The Operating System provider shall:

- a. Provide a plan for compliance with Buy America requirements and include evidence of past compliance, if applicable.
- b. Identify manufacturing and assembly facilities in the United States and/or key United States based suppliers whose products will allow Buy America requirements to be met.
- c. Confirm the key components and/or materials anticipated to be produced by each facility or supplier, including the estimated percentage of vehicle cost represented by each component.
- d. If the sum of these identified percentages does not meet the 70% threshold identified in 49 CFR 661.11 (a) and (g), identify how this threshold will be achieved using alternate products, suppliers, and/or facilities.
- e. Confirm the extent to which the identified facilities and/or suppliers have been used on the system(s) at test tracks and/or on systems in passenger service cited in the Operating System Provider's SOQ to demonstrate experience on integrated systems of similar complexity to the proposed Operating System. If the cited system(s) would not meet Buy America requirements, identify proposed changes in manufacturing facilities or equipment suppliers that will allow these requirements to be met.

24.5 Chapter 4 – Proposed Operating System (Part II)

The information provided in this Chapter 4 will be primarily utilized by SBCTA in evaluating the Operating System Provider and the proposed Operating System against the Technical Substantive Scored Evaluation Criteria more specifically set forth in Section 29.3.2. The Operating System Provider is encouraged to cross-reference applicable Technical Substantive Scored Evaluation Criteria in its responses to the requirements of this Chapter 4 regarding the proposed Operating System.

24.5.1 System Operation Demonstration

- a. The Operating System Provider shall provide a description of existing autonomous transportation systems either in test track service or other existing operational passenger system experience that is analogous to the proposed Operating System, including providing the following characteristics:
 - i. Months/years of demonstrated fully autonomous operation.
 - ii. Passengers carried.
 - iii. Number of and distance between stations.
 - iv. Passenger capacity (per vehicle and overall system).
 - v. Minimum headway demonstrated in sustained operation.

- vi. Major subsystem (vehicles, control, power, communications) characteristics.
- vii. Identify how closely demonstrated system/subsystem characteristics match those proposed for the Operating System.
- b. The Operating System Provider shall provide contact information for one or more references for any cited existing operations systems in passenger service.

24.5.2 Multiple Vehicle Offerings

The Operating System Provider shall identify all alternative Vehicles potentially under consideration for use as part of the Operating System for this Project, including:

- a. dimensions and schematic layouts;
- b. passenger capacity;
- c. speed and performance characteristics;
- d. extent of demonstration testing / passenger service completed; and
- e. confirmation of any interoperability challenges posed by use of mixed fleets of such vehicles, including specific challenges to autonomous operations or station layouts.

24.5.3 System Expandability

The Operating System Provider shall provide a narrative and supporting information sufficient to:

- a. Confirm the Operating System's ability to support potential extensions and/or capacity expansions, including potential impact to continuity of operations for the Operating System during construction of potential extensions of capacity expansions.
- b. Identify system modifications that would be required to increase system capacity to:
 - i. 300 pphpd; and
 - ii. 500 pphpd,with particular attention to any changes requiring removal, replacement, and/or temporary shutdowns of the Operating System or elements thereof.
- c. Potential modifications to be identified and quantified should include, but not be limited to:
 - i. addition of vehicles to fleet;
 - ii. addition of station berths;
 - iii. addition of charging locations;
 - iv. expansion of maintenance area;

- v. upgrades to control systems;
- vi. upgrades to communication systems; and
- vii. estimated duration of downtime required to perform such modifications.

24.5.4 Vehicle Operational Capabilities

The Operating System Provider shall confirm the performance characteristics of the proposed Operating System's Vehicles in both directions (forward and reverse).

24.5.5 Full Contactless Guidance

The Operating System Provider shall provide a narrative and supporting information sufficient to confirm the Operating System's ability to berth a vehicle at the boarding/alighting area with no physical guidance equipment such that the clearances between the vehicles and station door thresholds are in accordance with ASCE 21-21 Section 7.3 for vehicles not covered by the slow-speed definition. The number of operations demonstrating this precision and the percentage of operations within the specified maximum vertical and horizontal gaps should be provided.

24.5.6 System Safety Certification Experience

The Operating System Provider shall provide a narrative and supporting information sufficient to demonstrate its experience in providing one or more transportation systems in passenger service that required a System Safety Certification process with oversight by an applicable authority having jurisdiction. The Operating System Provider should identify the relevant Authority Having Jurisdiction and provide an overview of the completed requirements of the applicable Safety Certification, including a summary of the supporting information required. If available, Operating System Providers should focus on experience relevant to requirements of the California Public Utility Commission safety certification process required in General Order 164-E.

24.5.7 "Wow Factor" / Passenger Experience

The Operating System Provider shall provide a narrative description, graphics, drawings, and/or other supporting information sufficient to:

- a. Identify proposed features of the Operating System that enhance the passenger experience.
- b. Indicate how the Operating System would be an attractive choice(s) to passengers, including any potential features unique to the proposed transportation system.

24.5.8 Human Factors

The Operating System Provider shall:

- a. Provide a narrative description of how the Operating System exceed(s) the passenger comfort requirements specified by ASCE, ADA, or comparable standards in ways easily perceived by passengers.

- b. Identify percent or absolute measures by which these requirements can be improved upon; by way of example, an Operating System that can meet travel time requirements with no more than 0.08g lateral acceleration instead of a 0.10g lateral acceleration.

24.5.9 Operations and Maintenance Efficiencies

The Operating System Provider shall identify any operations and maintenance features, plans, and modular approaches that increase efficiency over typical practices, including:

- a. wherever possible, estimates of efficiency gains in terms of annual money saved, annual person-hours of labor saved, reduction in annual hours each vehicle spends in maintenance, or other such quantified values;
- b. reduction in fleet maintenance costs and/or the number of spare Vehicles required to sustain fleet operations; and
- c. indications whether any estimated savings are verified in actual system operations and maintenance or based on analytical projections only.

24.5.10 Required Battery Charging

- a. The Operating System Provider shall provide an estimate of the number of hours of battery charging required by each Vehicle during a single day of service, assuming the following:
 - i. System shutdown period of three (3) hours each night.
 - ii. Vehicles loaded to capacity of passengers and bags using the space per passenger requirements set forth in the Pass/Fail Evaluation Criteria.
 - iii. Based on the alignment data provided in the Project Information with Vehicles traveling per the resulting speed/distance profile.
 - iv. Each vehicle spends 20% of its in-service time stopped at stations and 80% traveling between stations.
- b. The Operating System Provider shall also provide an estimate of how much of the 21-hour daily service period each Vehicle will need to spend charging its batteries. If charging at station berthing positions is proposed, estimate how much of this charging time can be performed in the 20% of time assumed spent at stations.

24.5.11 Vehicle Warranty & Expected Service Life

The Operating System Provider shall provide information regarding the standard manufacturer warranty for the Vehicles and a description of the expected useful service life of the Vehicle.

24.5.12 Testing and Commissioning Approach

The Operating System Provider shall provide a narrative overview of its approach to system testing and commissioning, including but not limited to:

- a. Development of a System Acceptance Plan.

- b. Factory and on-site testing.
- c. Subsystems inspections and testing.
- d. System integration testing plan.
- e. Obtaining Federal Communications Commission (FCC) approval for system radio and/or other communications systems, as applicable.

24.5.13 Passenger Service Readiness

Provide an overview of the Provider's approach to ensure and demonstrate system readiness for passenger service, including but not limited to:

- a. system demonstration testing;
- b. obtaining CPUC safety certification and approval;
- c. established Buy America compliant Vehicles and manufacturing facilities; and
- d. operations and maintenance staff training.

25. VOLUME 3 – FINANCIAL SUBMISSION

25.1 Chapter 1 - Financial Statements and Financial Capacity

25.1.1 Financial Statements

- a. The Operating System Provider shall provide financial statements for itself 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 25.1.2.
- 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 the Operating System Provider will include an explanation for such non-inclusion.

- c. Subject to this Section 25.1.1, an Operating System Provider that files reports with the US Securities and Exchange Commission shall submit financial statements by submitting a copy of such entity's annual report on Form 10-K.
 - i. To the extent a Form 10-K is not yet available for the most recent fiscal year for which financial statements are required to be submitted, Operating

System Provider shall submit a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.

25.1.2 Fiscal Year and Auditing Requirements

- a. To the extent available, all financial statements provided will be audited. For the purposes of this Section 25.1.2, 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. The Operating System Provider 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 officer, chief financial officer, or treasurer (or by such equivalent position or role) of the relevant entity.

25.1.3 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. A change in financial condition is considered material when it is an excess of 10% from the prior fiscal year. 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 duration of the Project;
 - iv. the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed duration of the Project;
 - 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 participate on a

Shortlisted Design-Build Team, and provide the Operating System for the Project.

- 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 change.

25.1.4 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 five million dollars (\$5,000,000) in the aggregate; or
- b. stating there are no such off-balance sheet liabilities.

25.2 Chapter 2 – Support Letters

25.2.1 Financially Responsible Party Letters of Support

- a. The Operating System Provider may identify one or more Financially Responsible Parties where applicable throughout its SOQ in order to demonstrate the requisite financial capacity. The Operating System Provider is required to identify a Financially Responsible Party if it or any other entity is a newly formed entity that does not yet have independent financial statements for at least the three (3) prior 12-month fiscal years.
- b. If the Operating System Provider 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. Operating System Providers should note that SBCTA may, in its discretion, based upon its review of an Operating System Provider's SOQ, or on the Operating System Provider's form of organization, require the addition of an acceptable Financially Responsible Party as a condition precedent to being selected as a Prequalified Operating System Provider. SBCTA's consideration for approval of any Financially Responsible Party identified by an Operating System Provider in

response to such a condition will be contingent upon the Operating System Provider'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.

25.2.2 Credit Ratings

If the Operating System Provider is rated by one or more rating agencies such as Standard & Poor's Rating Services; Fitch, Inc.; Moody's Investors Service, Inc.; or by DBRS, Inc., then the Operating System Provider shall provide credit rating information for each applicable rating agency.

25.2.3 General 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, the Operating System Provider 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 20.1.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 Section 25.1 indicate that the expenses and losses of an entity exceed its income in any of the fiscal years to which such financial statements relate, Operating System Providers are required to submit an explanation of the measures that will be undertaken to make the entity profitable in future fiscal years and an estimate of when the entity will be profitable.
- f. If the Operating System Provider or any Financially Responsible Party is a newly formed entity and does not have independent financial statements for at least one 12-month fiscal year, the Operating System Provider 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).

26. VOLUME 4 – REDACTED SUBMISSION

26.1 Public Records Law Requirements

26.1.1 Property of SBCTA

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

26.1.2 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 (and pursuant to the CPRA Recodification Act of 2021, effective January 1, 2023, Chapter 1, commencing with Section 7920.000, of Division 10 of Title 1 of the Government Code) (the “Public Records Law”). Operating System Providers are encouraged to familiarize themselves with the Public Records Law.

26.2 Confidential and Proprietary Information

26.2.1 Submission of Confidential and Proprietary Information

- a. In the event an Operating System Provider submits any information that it 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 of the Proposal Letter (Form 2) (the “Confidential Contents Index”) and provide a redacted copy of the SOQ in accordance with Section 26.2.2; 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.

26.2.2 Redacted SOQ

- a. Any Operating System Provider that submits a SOQ containing any Public Records Exempt Materials must prepare and submit one copy of the SOQ that redacts the Public Records Exempt Materials (the “Redacted SOQ”). 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 shall be included as a fourth volume of the SOQ (divided into sub-volumes, as needed) which will include:
 - i. as the first page, an index of the redacted information in the form of Annex B of the Proposal Letter (Form 2) (the “Confidential Contents Index”);

- 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; and
 - iii. a redacted copy of the SOQ in accordance with Section 26.2.1.
- c. Blanket designations that do not identify the specific information deemed confidential by the Operating System Provider will not be acceptable and may be cause for SBCTA to treat the entire SOQ as public information.

26.2.3 SBCTA Assessment of Confidential and Proprietary Information

- a. SBCTA will not advise Operating System Providers 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 26 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 an Operating System Provider'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.

26.3 Review by Key Stakeholders

Information submitted by Operating System Providers, including Public Records Exempt Materials, may be made available to representatives of Omnitrans, OIAA, the City of Rancho Cucamonga, and the City of Ontario as necessary to facilitate review and evaluation of SOQs and other Operating System Provider 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.

26.4 Preparation and Release of Redacted SOQ

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.

26.5 Disputes and Liability

26.5.1 Disclosure Disputes

In the event of any proceeding or litigation concerning the disclosure of any material submitted by an Operating System Provider, 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 the Operating System Provider objecting to the disclosure. Each Operating System Provider will be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

26.5.2 No Liability for Disclosure

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

PART E: EVALUATION PROCESS AND CRITERIA

27. OVERVIEW OF THE EVALUATION PROCESS

27.1 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 the Operating System Provider or may request the Operating System Provider to verify or certify certain aspects of its SOQ. 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 Operating System Providers 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.
- 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 references supplied by the Operating System Provider as well as other potential references not listed, including internal personnel of SBCTA.
- f. At the conclusion of this evaluation process, Operating System Providers 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.

27.2 Exercise of Discretion in Evaluation Process

- a. Evaluation and scoring of SOQs is subject to the discretion of SBCTA (with assistance from the committees referred to in Section 33.2b and such professional and other advisors as SBCTA may designate).
- b. SBCTA retains discretion to select Prequalified Operating System Providers based on its assessment of the best interests of the Project, its stakeholders, and SBCTA.
- c. Operating System Providers 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 an Operating System Provider from the procurement process; and/or
 - vi. a relatively lower score under the Technical Substantive Scored Evaluation.

27.3 RFP Procedure and Evaluation

Prequalified Operating System Providers 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 at the conclusion of the Preconstruction Period.

28. RESPONSIVENESS REVIEW

28.1 Administrative Pass/Fail Evaluation

- a. Each SOQ received by the SOQ Submission Deadline will be reviewed for compliance with the Administrative Pass/Fail Evaluation Criteria set out in Section 28.2.
- b. An Operating System Provider must obtain a “pass” on all Administrative Pass/Fail Evaluation Criteria in order for its SOQ to be evaluated under Section 29.
- c. Those SOQs deemed not to satisfy each of the Administrative Pass/Fail Evaluation Criteria, at the sole discretion of SBCTA, will be excluded from further consideration and the Operating System Provider will be so notified. SBCTA may

also exclude from consideration any Operating System Provider whose SOQ contains, in SBCTA’s determination, any material misrepresentation.

28.2 Administrative Pass/Fail Evaluation Criteria

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

No.	Pass/Fail Evaluation Criteria	RFQ Sec. Ref.
(1)	SOQ submitted electronically through the Project Website on or before the SOQ Submission Deadline.	Section 19
(2)	Responsiveness of the Operating System Provider 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 Proposal Letter

29. SUBSTANTIVE EVALUATION PROCESS

29.1 Technical Substantive Pass/Fail Evaluation

29.1.1 Technical Substantive Pass/Fail Evaluation Process

- a. Following evaluation of each SOQ for compliance with the Administrative Pass/Fail Evaluation Criteria, SBCTA will evaluate each SOQ based upon the Technical Pass/Fail Evaluation Criteria set out in Section 29.1.
- b. In order to achieve a “pass” score sufficient information is to be provided for each to allow SBCTA to confirm that either:
 - i. the Operating System Provider and the proposed Operating System are able to meet requirements today; or
 - ii. the Operating System Provider has demonstrated a well-developed plan and sufficient capability to refine its products and/or services such that it will be able to meet each requirement no later than January 1, 2024, and, in SBCTA’s sole judgment, such requirements are reasonably likely to be met on or before such date.
- c. Notwithstanding the foregoing, Technical Pass/Fail Evaluation Criteria numbers (2), (3), (4), (5), and (12) are required to be satisfied by the proposed Operating System today.



- d. An Operating System Provider must obtain a “pass” on all Technical Pass/Fail Evaluation Criteria in order to be identified as a Prequalified Operating System Provider.

29.1.2 Technical Pass/Fail Evaluation Criteria

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



No.	Technical Pass/Fail Evaluation Criteria	RFQ Section Reference
(1)	Ability to provide an Operating System capable of meeting minimum space requirements for passengers and luggage. The area required for each standing passenger, including luggage, shall be in accordance with Airport Cooperative Research Program (ACRP) Report 67 Section 4.3.3.3 assuming 75% of passengers with carry-on baggage, and 25% of passengers with checked baggage if baggage is to be transported in the passenger compartment. If baggage is to be transported in a separate compartment, the area per standing passenger shall be in accordance with ACRP Report 37 Section 8.4.2 assuming passengers without baggage. Each seated passenger occupies the seated area specified in ASCE 21-21 Section 7.1. For the purposes of vehicle loading, assume AW1 loading per ASCE 21-21 Section 7.1, using the passenger capacity determined here as the vehicle design capacity.	24.4.1
(2)	Ability to provide an Operating System with Vehicles operating in direct response to passenger trip requests; capable of safe, driverless operation in an access-controlled, exclusive right-of-way environment; with the ability to detect and safely avoid other vehicles, objects, humans, and animals at both running speeds and in boarding/alighting areas; and to access to proposed maintenance facility without the need to enter mixed flow traffic or interface in any way with traditional, human-driven vehicles.	24.4.4
(3)	Ability to provide an Operating System capable of operating Vehicles on a standard roadway pavement section using rubber tires only without running rails or similar equipment.	24.4.5
(4)	Ability to provide an Operating System capable of operating safely without physical contact with guidance barriers, guiderails, or power distribution equipment along the path of travel. Limited physical guidance within boarding/alighting areas only for accurate berthing is acceptable.	24.4.6
(5)	Ability to provide an Operating System capable of self-propelled, independent Vehicle operation using on-board battery storage equipment for zero-emission operation, without use of continuous contacted power pick-up.	24.4.7

(6)	<p>Ability to provide an Operating System capable of meeting accessibility requirements both on-board the Vehicle and in stations for boarding and alighting. The Vehicle shall comply with ASCE 21-21 regarding Interior Circulation, Handrails (7.7.6.2), and Stanchions, Floor Surfaces (7.7.6.3), and Doors, Access and Egress (7.8), except that alternatives to horizontally sliding doors may be considered. Stations shall comply with requirements for Disabled Persons Access Requirements (10.1). On the Vehicle, this includes providing space for placement of occupied wheelchairs with at least one companion and associated luggage, provisions for audible and visual travel and safety information, and compliant handrails and stanchions. For boarding and alighting, Vehicle entry shall comply with ADA Accessibility Guidelines requirements for width at door (32.5 inches clear width, minimum per ASCE 21 Section 5.2.2) and horizontal and vertical gaps (see requirement A.6). As noted in ASCE 21-21 Section 7.7.6.2, ADA regulations require at least two wheelchair or mobility aid spaces per Vehicle regardless of vehicle length. Vehicles with fewer spaces will require an approved request for a determination of equivalent facilitation under 49 CFR Part 38.2 Equivalent Facilitation.</p>	24.4.2
(7)	<p>Ability to provide an Operating System capable of berthing a Vehicle at the boarding/aligning area such that the clearances between the vehicles and station door thresholds are in accordance with those specified in ASCE 21-21 Section 7.3 for vehicles not covered by the slow-speed definition. The use of lifts or ramps on the platform or Vehicle is not permitted.</p>	24.4.3
(8)	<p>Ability to provide an Operating System capable of being continuously operated and readily maintained in roadway and maintenance areas that include an enclosed space (including tunnels) with overall width and height constraints and limited or no GPS access.</p>	24.4.8
(9)	<p>Ability to provide an Operating System capable of meeting peak flow passenger capacity demand of 100 passengers per hour per direction (pphpd) assuming the required space requirements for seated passengers and their associated luggage. Assume that for the passenger flows from Cucamonga Station to ONT, 50% of the hourly passengers arrive at the boarding area in a 15-minute time period. Also assume that 5% of passengers require use of wheelchairs during peak hour operations.</p>	24.4.9

(10)	Ability to provide an Operating System capable of completing a one-way trip between any two stations, from door close and locked to the start of the door opening movement to arrival at the destination station, in no more than 11.0 minutes.	24.4.10
(11)	Ability to provide an Operating System capable of offering a maximum time between vehicle departures from each station of 4.0 minutes.	24.4.11
(12)	Ability to provide an Operating System with proven ability in a Test Track environment, demonstration project, or ongoing operation to operate as an integrated system. For purposes of this criterion, an “integrated system” means major subsystems including vehicles, control, power, and communications have been proven to work together as an overall operating system of similar complexity as required for the Project. The major subsystems shall be of the same general type and design operating in a similar manner as the proposed Operating System.	24.5.1
(13)	Ability to provide an Operating System capable of complying with ASCE 21-21.	24.4.12
(14)	Ability to provide an Operating System capable of complying with NFPA 130 requirements for an underground system with at-grade boarding/alighting areas. Areas of particular emphasis include: <ul style="list-style-type: none"> • Section 8.4 Vehicle Flammability and Smoke Emission • Section 8.5 Vehicle Fire Performance • Section 8.6.9 Battery Installation • Section 8.8 Emergency Egress Facilities 	24.4.13
(15)	Ability to provide an Operating System capable of complying with Buy America requirements as stated in the Code of Federal Regulations Part 661, with particular attention to the Rolling Stock requirements of 661.11.	24.4.14

29.2 Financial Pass/Fail Evaluation

29.2.1 Financial Pass/Fail Evaluation Process

- a. Following evaluation of each SOQ for compliance with the Administrative Pass/Fail Evaluation Criteria, SBCTA will evaluate each SOQ based upon the Financial Pass/Fail Evaluation Criteria set out in Section 29.2.2.

- b. An Operating System Provider must obtain a “pass” on all Financial Pass/Fail Evaluation Criteria in order to be identified as a Prequalified Operating System Provider.

29.2.2 Financial Pass/Fail Evaluation Criteria

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

<u>No.</u>	<u>Financial Pass/Fail Evaluation Criteria</u>	<u>RFQ Section Reference</u>
(1)	The Operating System Provider demonstrates sufficient financial strength that, in SBCTA's sole judgment, it is reasonably likely to be able to meet the requirements necessary to provide the Operating System for the Project. Financial strength may be demonstrated by providing current financial statements that are audited or certified by CEO, CFO, or Treasurer and include a balance sheet, income statement, and statement of cash flow.	Section 25

29.3 Technical Substantive Scored Evaluation

29.3.1 Technical Substantive Scored Evaluation Process

- a. Following evaluation of each SOQ for compliance with each of the Technical Pass/Fail Evaluation Criteria and the Financial Pass/Fail Criteria, SBCTA will evaluate each SOQ based upon the Technical Substantive Scored Evaluation Criteria set out in Section 29.3.2.
- b. Subject to SBCTA’s reservation of rights under Section 33, SBCTA will substantively evaluate each SOQ by considering the merits of each Operating System Provider’s overall qualifications, experience, and approach to the proposed Operating System by reference to the Technical Substantive Scored Evaluation Criteria.
- c. This evaluation will conclude with a scoring process. Under this scoring process SBCTA may award an aggregate maximum of 100 points to any SOQ.
- d. SBCTA’s evaluation and scoring of the SOQs under this Section 29.3.1 will be conducted with reference to the “Technical Substantive Scored Evaluation Criteria” listed in the table below. For purposes of these Technical Substantive Scored Evaluation Criteria:
 - i. although individual criteria may state that the evaluation will be based on a specific part of an Operating System Provider’s SOQ, such evaluation may also take into account relevant information (if any) that forms any part of the Operating System Provider’s SOQ; and
 - ii. evaluation criteria are not necessarily listed in order of priority or



importance.

- e. Subject to SBCTA’s reservation of rights under Section 33, SBCTA anticipates that it will identify Prequalified Operating System Providers from among the Operating System Providers that submitted SOQs and that:
 - i. have satisfied all Pass/Fail Evaluation Criteria; and
 - ii. are determined to have received an adequate aggregate score on the Technical Substantive Scored Evaluation Criteria (defined below).

29.3.2 Technical Substantive Scored Evaluation Criteria

<u>No.</u>	<u>Technical Substantive Scored Evaluation Criteria</u>	<u>RFQ Section Reference</u>	<u>Maximum Points</u>
(1)	Review of the Operating System Provider’s Volume 1 (Legal and Administrative Submission), including in particular its Legal and Project Performance Certifications	Volume 1, Section 23	10
Operating System Provider’s Organization and Key Personnel		Volume 2, Chapter 1	25
(2)	The extent and depth of experience of the Operating System Provider’s Key Personnel on comparable projects and in comparable roles.	Section 24.2	
(3)	The extent to which the Operating System Provider demonstrates that its organizational and management structure accounts for all activities that are necessary to successfully complete the Operating System.	Section 24.2	
(4)	Demonstrated capability and experience identified in the Operating System Provider’s management structure and Key Personnel in establishing and implementing interrelated processes project controls that manage project risks while at the same time encouraging innovation.	Section 24.2	

Operating System Provider's Approach		Volume 2, Chapter 2	15
(5)	The Operating System Provider's demonstrated understanding of, and sound approach to, the design and implementation of autonomous transportation systems, including unique issues, specific risks and anticipated challenges associated with the design and construction of the Operating System.	Sections 24.3.1, 24.3.2	
(6)	The extent to which the Operating System Provider demonstrates a focus and commitment to effective quality management and safety through its description of QA/QC and worker safety approach.	Sections 24.3.1, 24.3.2, 24.3.4	
(7)	The Operating System Provider's demonstrated understanding of, and sound approach to, coordination with third party stakeholders and authorities having jurisdiction to obtain agreements and permit approvals.	Section 24.3.3	
(8)	The extent to which the indicative baseline schedule and the Operating System Provider's approach for schedule and cost control demonstrates a sound approach to delivery of the Operating System.	Section 24.3.5	
Operational Performance of the Proposed Operating System		Volume 2, Chapter 4	50
(9)	The Operating System Provider's ability to provide an Operating System with proven ability in an actual passenger service environment to operate as an integrated system. For purposes of this criterion, an "integrated system" means major subsystems including vehicles, control, power, and communications have been proven to work together as an overall operating system of similar complexity as required for the Project. The major subsystems shall be of the same general type and design operating in a similar manner as the proposed Operating System. The proposed Operating System's demonstrated readiness for passenger service.	Section 24.5.1	



(10)	The Operating System Provider's ability to provide an Operating System with more than one vehicle size to use for the system.	Section 24.5.2	
(11)	The Operating System Provider's ability to provide an Operating System capable of offering a larger capacity through the introduction of additional or larger vehicles and/or enhanced automatic controls.	Section 24.5.3	
(12)	The Operating System Provider's ability to provide an Operating System with vehicles capable of reversing direction without the need for turning around, including verifying if equal bidirectional performance is provided.	Section 24.5.4	
(13)	The Operating System Provider's ability to provide level boarding/alighting at platform berthing areas without the use of physical guidance devices.	Section 24.5.5	
(14)	The Operating System Provider's proven experience with achieving System Safety Certification at an equivalent level to that for public transportation systems in North America. Refer to https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/rail-safety-division/rtsb/cpuc-ssoa-program-standard-procedures-manual---20220315.pdf and https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M213/K913/213913509.pdf	Section 24.5.6	
(15)	The Operating System Provider's suggestions for features, elements, and/or displays that enhance passenger experience including prior to boarding as well as during the trip. Examples include applications that enable advance planning, "next vehicle" arrivals, and ETA estimates; in-vehicle displays/videos; and boarding/alighting area and tunnel wall artwork.	Section 24.5.7	
(16)	The Operating System Provider's ability to provide a system that exceeds the minimum ride comfort requirements (ASCE 21-21 Section 7.7.3), enhanced station platform edge protection, and minimum environmental requirements (ASCE 21-21 Section 7.7.1, 7.7.2, 7.7.4) on board vehicles.	Section 24.5.8	

(17)	The Operating System Provider’s ability to provide efficient operations and maintenance, including use of predictive metrics and modular approaches.	Section 24.5.9	
(18)	The Operating System Provider’s ability to minimize the number of vehicle-hours unavailable for passenger travel due to the need for battery recharging.	Section 24.5.10	
(19)	The Operating System Provider’s standard manufacturer warranty for the Vehicle and a description of the expected useful service life of the Vehicle.	Section 24.5.10b	
(20)	The Operating System Provider’s approach to system testing and commissioning.	Section 24.5.12	
(21)	The proposed Operating System’s demonstrated readiness for passenger service.	Section 24.5.13	

30. PREQUALIFICATION

- a. SBCTA will make the final determinations of the Prequalified Operating System Providers, as it deems appropriate, in its sole discretion, and in the best interests of the Project.
- b. Each Operating System Provider will be notified in writing whether or not it has been selected as a Prequalified Operating System Providers.
- c. SBCTA tentatively intends to identify no fewer than four (4) prospective Operating System Providers as Prequalified Operating System Providers.
- d. SBCTA intends to inform each participating Proposer in the Design-Builder RFQ procurement of the identity of the Prequalified Operating System Providers as set forth in the Procurement Schedule.
- e. SBCTA will not release the details of its evaluation of the Operating System Providers prior to the completion of the RFP process at the conclusion of the Preconstruction Period.
- f. SBCTA may provide SOQ materials of the Prequalified Operating System Providers that are not identified as Public Records Exempt Materials to the Shortlisted Design-Build Teams.

PART F: PROTESTS, DEBRIEFS AND RESERVED RIGHTS

31. PROTESTS

31.1 Applicability and Process

- a. This Section 31 sets forth the sole and exclusive protest remedies available with respect to this RFQ.
- b. Only Operating System Providers who submit a responsive SOQ are permitted to file protests regarding the RFQ process in accordance with this Section 31.
- c. Any protests regarding the RFQ process, including the selection of the Prequalified Operating System Providers, will be addressed to SBCTA and hand delivered to SBCTA's Procurement Contact no later than fourteen (14) calendar days after the public announcement by SBCTA of the identity of the Prequalified Operating System Providers. Any Operating System Provider submitting such a protest is responsible for obtaining proof of delivery.

31.2 Required Early Communication for Certain Protests

Protests may be filed only after the Operating System Provider has informally discussed the nature and basis of the protest with SBCTA, following the procedures prescribed in this Section 31. Informal discussions will be initiated by a written request for a Pre-SOQ One-on-One Meeting delivered to the RFQ Procurement Contact as specified in this Section 31. The written request will include an agenda for the proposed Pre-SOQ One-on-One Meeting. SBCTA will meet with the Operating System Provider 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.

31.3 Content of Protest

Any protest must include the following in order to be considered complete and delivered by the deadline specified in Section 31.1.c:

- a. the full legal name and address of the Operating System Provider that is 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.

31.4 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 Operating System Providers. No hearing will be held on the protest. The protest will be decided on the basis of written submissions.



31.5 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.

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

31.6 Protestor's Payment of SBCTA Costs

If a protest is denied, the Operating System Provider 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.

31.7 Rights and Obligations of Operating System Providers

Each Operating System Provider, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 31, and expressly waives all other rights and remedies that may be available to the Operating System Provider under Applicable Law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Operating System Providers. If an Operating System Provider 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 Operating System Provider's actions. Each Operating System Provider, by submitting a SOQ, will be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

32. DEBRIEFINGS

32.1 Availability of Debriefings

All Operating System Providers submitting SOQs will be notified in writing of the results of the evaluation process. Operating System Providers that are not prequalified may request a debriefing within ten (10) days of notification of announcement of the identity of the Prequalified Operating System Providers, 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 Prequalified Operating System Providers. The debriefing will be conducted by an SBCTA representative familiar with the rationale for the prequalification decision.

32.2 Content of Debriefings

Debriefings will:

- a. Be limited to discussion of the unsuccessful Operating System Provider's SOQ and may not include specific discussion of a competing SOQ nor disclose or discuss any confidential information relating to any other Operating System Provider or its SOQ;

- b. Be factual and consistent with the evaluation of the unsuccessful Operating System Provider's SOQ; and
- c. Provide information on areas in which the unsuccessful Operating System Provider's SOQ had strengths, weaknesses, or deficiencies.

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

33. RESERVED RIGHTS

33.1 Waiver

By requesting and participating in any debriefing session, an Operating System Provider 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.

33.2 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 this Section 33.2 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 33.2) 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, USDOT, FAA, FHWA, FTA, 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 an Operating System Provider, require additional information from an Operating System Provider 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 the Technical Substantive Scored Evaluation,
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 Operating System Providers; 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 Operating System Provider responsibilities from the information contained in this RFQ or any RFP;
 - iii. reject any and all submissions, responses, and SOQs received at any time;
 - iv. seek amended, revised or supplemented SOQs from any or all the Operating System Providers;
 - v. not select any Operating System Provider as a Prequalified Operating System Provider;
 - vi. add as a Prequalified Operating System Provider any Operating System Provider that submitted a SOQ;
 - vii. negotiate with a Prequalified Operating System Provider without being bound by any provision in its SOQ;
 - viii. disqualify any Operating System Provider or any Prequalified Operating System Provider 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

- ix. accept, reject or seek additional information regarding an Operating System Provider'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, the Design-Builder RFQ, or any subsequent RFP, in whole or in part, at any time prior to the execution by SBCTA of a Design-Build 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, the Design-Builder RFQ, or the RFP;
 - iv. issue a new request for qualifications or request for proposals after cancellation of this RFQ, the Design-Builder RFQ, or the RFP;
 - v. not enter into any Pre-Proposal Works Agreement;
 - vi. not issue an RFP;
 - vii. develop some or all of the Project itself or through another State or local governmental entity;
 - viii. terminate the procurement;
 - ix. 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
 - x. exercise such other rights under the DB Law and other provisions of California law as it deems appropriate;
- e. exercise any other right reserved or afforded to SBCTA under this RFQ or the RFP or applicable laws and regulations; and/or
- f. 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.

33.3 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 Operating System Provider.



- 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 FTA has issued a Record of Decision for the Project and a Pre-Proposal Works Agreement, 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

34. RULES OF INTERPRETATION

34.1 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.

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

34.2.1 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.

34.2.2 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.

34.2.3 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/IFRS,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 RFQ, including references to “\$” and “dollars”, are to the lawful currency of the United States of America.

34.2.4 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.

35. 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.

“Addenda and Addendum” mean any supplemental written additions, deletions, and modifications to the provisions of this RFQ as described in Section 10.

“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 its administration of this procurement and subsequent contracts); 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.

“ATC” means alternative technical concepts, which are concepts that would not (absent SBCTA approval) be permitted under the terms of the Pre-Proposal Works Agreement or Design-Build Contract.

“Authority Having Jurisdiction” means together and separately, utility owners, government authorities, regulatory authorities, and/or any other entity having jurisdiction pursuant to Applicable Law over any part of the Work or the Project.

“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 26.2.1.

“Construction Period” or “Phase 2” has the meaning given to it in Section 1.2.

“County” means San Bernardino County.

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

“Design-Build Contract” means the contract that is anticipated to be entered into by SBCTA and the Preferred Proposer following the conclusion of the Preconstruction Period in accordance with the terms of the RFP.

“Design-Builder” means the counterparty to the Design-Build Contract entered into with SBCTA at the conclusion of the procurement in respect of the Project.

“Design-Builder RFQ” has the meaning given to it in Section 1.2.

“Design-Builder RFP” has the meaning given to it in Section 1.2.

“Draft RFP” has the meaning given to it in Section 1.2.

“EIR” means Environmental Impact Report.

“FAA” means the Federal Aviation Administration.

“FHWA” means the Federal Highway Administration.

“FTA” means the Federal Transit Administration.

“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 25.2.1.

“Fixed Facilities” means all elements of the Project that are to be constructed by the Design-Builder under the Design-Build Contract, including but not limited to the tunnel, stations, and all associated infrastructure, excluding the Operating System.

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



“Guaranteed Maximum Price” or “GMP” means the price to complete all Work under the Design-Build Contract that is submitted with a Shortlisted Design-Build Team’s Proposal as provided for under the RFP.

“IFRS” means International Financial Reporting Standards as issued by the IFRS Foundation and International Accounting Standards Board (IASB) from time to time.

“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.

“Joint Venture” means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and, for purposes of Section 20.1.c, each individual member or partner of such Joint Venture.

“Key Personnel” means the personnel identified by the Operating System Provider in its completed Form 6.

“Key Operating System Parameters” has the meaning set forth in Section 6.2.

“Lead Contractor” means the single entity or joint venture that will be primarily and directly responsible for construction 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 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.

“Lead Operator” means the entity that is identified as a Major Participant on a Shortlisted Design-Build Team pursuant to the process to be set forth in the RFP that is primarily responsible for operations and maintenance of the Operating System and will enter into the Operating Contract.

“Lead Tunneling Contractor” means the entity that will be primarily and directly responsible for tunnel construction on the Project.

“Major Participant” means each of the Lead Contractor, the Lead Designer, the Lead Tunneling Contractor, the Lead Operator, and the Operating System Provider, to be identified pursuant to the terms of either the Design-Builder RFQ or the RFP.

“MOU” means memorandum of understanding.

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

“NTP” means notice to proceed.

“Official Representative” has the meaning given to it in Section 11.1

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

“ONT” means the Ontario International Airport.

“Operating Contract” has the meaning given to it in Section 1.21.1.

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

“Operating System Provider” means the single entity or joint venture that will be primarily and directly responsible, in whole or in part, for the design, fabrication, delivery, installation, testing, integration, commissioning, verification of passenger service readiness, permitting, and safety certification, of the Operating System.

“Organizational Change” has the meaning given to it in Section 14.1.

“Pass/Fail Evaluation Criteria” has the meaning given to it in Section 28.2.

“PCM” or “Program Management Construction Management Consultant” means the entity contracted by SBCTA to manage the Project, which includes among other things, administering the Design-Build 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 the Design-Builder’s construction operations and product.

“Performance Security” means the security submitted pursuant to the RFP.

“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.

“Phase 1” or “Preconstruction Period” has the meaning given to it in Section 1.2.

“Phase 2” or “Construction Period” has the meaning given to it in Section 1.2.

“Preconstruction Period” or “Phase 1” has the meaning given to it in Section 1.2.

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

“Pre-Proposal Works Agreement” has the meaning given to it in Section 1.2.

“Prequalified Operating System Providers” means the Operating System Providers that are identified by SBCTA at the conclusion of the procurement process contemplated by this RFQ as eligible to proceed in the procurement and be selected as a Major Participant on a Shortlisted Design-Build Team.

“Pre-SOQ One-on-One Meeting” means a confidential meeting between a prospective Operating Systems Provider and SBCTA to discuss the Project and the terms and conditions of this RFQ that is held prior to the SOQ Submission Date, as provided for in the RFQ.

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

“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 16.

“Proposal” means the submission of the Proposer in response to the requirements set forth in the RFP at the conclusion of the Preconstruction Period as described in Section 1.2.

“Proposal Letter” has the meaning given to it in Section 23.1.

“Proposer” means firms, or Joint Ventures, partnerships, or corporations, formed for the purpose of responding to the Design-Builder RFQ and Design-Build RFP.

“Public Records Exempt Materials” has the meaning given to it in Section 26.2.1.

“Public Records Law” has the meaning given to it in Section 26.1.2.

“Readiness for Revenue Service” has the meaning given to it in Section 6.3a.vii.

“Reference Document” means the documents provided pursuant to the RFP.

“Regulations” has the meaning given to it in Section 8.3.

“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 environmental impact report 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.

“Restricted Contact Period” has the meaning given to it in Section 11.2.1.

“Restricted Person” means a Prospective Operating System Provider and any Subcontractor otherwise engaged at the relevant 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 1.2.

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

“RFQ Comment” has the meaning given to it in Section 9.1.1.

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

“ROW” means right-of-way.

“SBCTA” means the San Bernardino County Transportation Authority.

“SBCTA Procurement Contact” has the meaning given to it in Section 11.2.2.b.

“Shortlisted Design-Build Teams” means those entities selected at the conclusion of the Design-Builder RFQ procurement process 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.

“State” means the State of California.

“Technical Substantive Scored Evaluation Criteria” has the meaning given to it in Section 29.3.2.

“UPRR” means the Union Pacific Railroad.

“USDOT” means the United States Department of Transportation.

“Vehicle” means a rubber-tired zero-emission passenger carrying unit capable of autonomous operations as contemplated by this RFQ.

“Work” has the meaning given to it in Section 6.1b.



PART H: FORMS

Separately provided.