Request for Qualifications for a Cal CLEAN Partnership

RFQ No. HSR26-20

Addendum 1 – July ~~9~~30, 2026

Revision(s)	Date	Description
0	7/9/2026	Initial Release
1	7/30/2026	Addendum 1

RFQ NO.: HSR26-20 ADDENDUM 1 REDLINE 07-30-2026

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INTRODUCTION

1. Background

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

The Authority may enter into contracts with private and public entities for the design, construction, and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code section 185036.

The Authority intends to fund the Program with funding from the State of California. The Authority may also fund the Project with federal funds, including any funds provided by the Federal Railroad Administration (FRA). Any services or work performed on the Program must be consistent and/or compliant with the conditions set forth within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012)
- California High-Speed Rail Program 2026 Business Plan~~.~~
- California High-Speed Rail 2025 Project Update Report and 2025~~-~~ Supplemental Project~~-~~ Update~~-~~ Report~~.~~

2. Purpose and Overview of RFQ

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ). Capitalized terms within this document are defined in Section 2.2.

(a) The Authority is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified Persons (Respondents) that wish to originate, develop, implement, and monetize the California corridor-wide, long-term, energy resiliency and asset commercialization network (Cal CLEAN) and associated projects (CLEAN Projects) within the HSR Corridor.

(b) Pursuant to this RFQ, the Authority plans to award to at least one successful Respondent (Developer): (i) an Project Identification Agreement (PIA) – an initial agreement under which the Developer will perform due diligence and project identification activities and submit proposals for one or more CLEAN Projects it wishes to develop in the HSR Corridor, and (ii) one or more Pre-Development Agreements (PDAs) and Development and Lease Agreements (DLAs) –

subsequent potential agreements that will be awarded to the Developer subject to the Developer's successful identification of CLEAN Projects, the Authority's approval of such projects, and the parties' mutual agreement on their respective obligations and other terms and conditions related to the development and implementation phases of the potential projects. Additional details regarding the contemplated phased collaboration and contracting structure are provided in Section 2.3.

(c) This procurement consists of evaluating SOQs submitted by Respondents in response to this RFQ with the intent of selecting at least one responsive, qualified Respondent whose qualifications satisfy the requirements of this RFQ and is considered the most qualified by the Authority. The Authority, in its sole discretion, may select more than one successful Respondent and award more than one PIA after evaluation of the SOQs. The Respondent(s) the Authority considers most qualified shall be the top-ranked Respondent(s) based on the scored evaluation process described in Section 6.

(d) The total contract value of the PIA is one dollar ($1.00). The Authority will pay the Developer lawful consideration for the PIA Work.

(e) The selected Respondent may be expected to work with the Federal Railroad Administration (FRA), Surface Transportation Board, California Public Works Board, California Department of Transportation (Caltrans), California Department of General Services (DGS), other partnering agencies, local governments along the HSR Corridor, and Authority contractor(s)/consultant(s).

(f) It is acknowledged by the Respondent that time is of the essence in the performance of the activities contemplated by the PIA.

(g) This RFQ is governed by California Public Utilities Code section 185036 and the Authority Board's RFQ policy. The evaluation of SOQs and selection of successful Respondent(s) will be based on the factors/criteria contained in this RFQ.

(h) This RFQ incorporates by reference the Authority's HSR SB Program Plan, dated November 2, 2023, which establishes a 25 percent Small Business (SB) goal, inclusive of a 3 percent goal for Microbusinesses (MB); a separate 10 percent Disadvantaged Business Enterprise (DBE) goal; and a separate 3 percent Disabled Veteran Business Enterprises (DVBE) goal for contracts that receive state and federal blended funds. The Authority has determined that the PIA will not be subject to the Authority's SB Program requirements. If a PDA or DLA results from this RFQ, such agreement may be subject to the requirements. Further details about the Authority's goals and its HSR SB Program Plan may be found on the Authority's Small Business Program webpage.

(i) Negotiations, as set forth herein, may be held with the top-ranked Respondent(s). The Authority shall, within its sole discretion, determine whether to conduct negotiations with one or more Respondents.

(j) This RFQ will be available in electronic format on the California State Contracts Register website.

(k) All questions regarding this RFQ must be submitted in writing to the email address of the Authority's Designated Point of Contact by the date and time listed in Section 3, Table 1 (Key RFQ Dates). All such questions should use the subject line: HSR26-20, Cal CLEAN Partnership. Responses to questions submitted will be posted on the California State Contracts Register for the benefit of all Respondents.

(l) The Authority will hold a nonmandatory, virtual pre-bid conference on the date set forth in Table 1 (Key RFQ Dates), Section 3. More information about the pre-bid conference will be provided on the Authority's Cal CLEAN Partnership RFQ website.

2.1 Commercialization Opportunities

The California High-Speed Rail Program (Program) is one of the largest clean mobility investments in the United States, positioning California to set a new national standard for sustainable, electric intercity travel. The Authority is actively exploring significant commercial opportunities to support the delivery and long-term financial sustainability of the nation's first high-speed rail system.

As the Program advances into delivery and early operations, the Authority continues to leverage private-sector expertise to identify significant commercial opportunities that enhance technical performance, accelerate delivery, and ensure long-term financial sustainability by offsetting the cost of capital expenditures through revenue-generating opportunities.

Attachment A (Cal CLEAN Partnership Opportunity) describes: (a) the types of projects that the Developer is expected to originate, develop, finance, and implement to generate significant revenues for the Authority; (b) the phased structure of the engagement and the agreements governing each phase; and (c) the Developer's work and obligations under each phase.

2.2 Definitions

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

Authority: The California High-Speed Rail Authority.

Authority Board: The California High-Speed Rail Authority Board of Directors.

Authority's Designated Point of Contact: The representative of the Authority identified in Section 3.1.

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

CLEAN Project: A project involving (a) utility-scale power generation from clean energy sources that is of a scale and has revenue-generating capacity sufficient to support meaningful revenue sharing with the Authority; and/or (b) transmission and distribution infrastructure or other revenue-generating technology or infrastructure (that is not related to rail infrastructure or rail operations) and that does not interfere with the safe and efficient delivery or operation of the high-speed rail service, including, but not limited to, information technology infrastructure, broadband, fiber optic infrastructure, or other station site development and development opportunities within the HSR Corridor.

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

Day or day: Calendar day, unless otherwise noted.

Developer: The successful Respondent that executes a PIA with the Authority as a result of this RFQ.

Development and Lease Agreement (DLA): A definitive executed contract between the Authority and the Developer, resulting from this procurement, governing the implementation of an Authority-approved CLEAN Project.

Development Phase: The phase of the engagement between the Authority and the Developer contemplated by this RFQ that commences upon the effectiveness of the DLA and ends upon the expiry of the term of the DLA, unless terminated earlier, during which a CLEAN Project will be implemented by the Developer.

Disabled Veteran Business Enterprise: A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code section 999(b)(7), including, but not limited to, at least 51 percent ownership by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the goals of the SB Program, a Disabled Veteran Business Enterprise must: (a) be certified as such by DGS' Office of Small Business and Disabled Veteran Business Enterprise Services, and (b) perform a Commercially Useful Function, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

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

Generative Artificial Intelligence (GenAI): An artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (See Govt. Code § 11549.64, State Administrative Manual (SAM) § 4819.2 and any updates thereto.)

Grant/Cooperative Agreements: Any federal agreements between the Authority, the Federal Railroad Administration (FRA), the United States Department of Transportation (U.S. DOT), and/or any other federal agency providing terms for expenditure of federal funds, including FR-HSR-0009-10-01-07, as amended (ARRA Grant).

HSR Corridor: Consists of (a) all right-of-way that is owned by the Authority as of the date of this RFQ, consisting of approximately 2,000 acres of real estate across 119 miles of the high-speed rail corridor, which is described further in Attachment E (Authority ROW Information)., and (b) any additional real property within the Authority's cleared environmental footprint for the Program that is subsequently acquired by the Authority.

HSR SB Program: The Authority's High-Speed Rail Small Business Program (HSR SB Program), as detailed in its HSR SB Program Plan.

Key Personnel: The individuals employed by the Respondent that are proposed in its SOQ to serve in key roles to perform the PIA Work.

Microbusiness: A for-profit small business concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations, title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility), including but not limited to, its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross revenue of $6 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a Microbusiness must be certified as such by DGS.

Open Government Laws: Collectively, the California Public Records Act (Government Code sections 7920.000, et seq.), the Bagley-Keene Open Meeting Act (Gov. Code section 11120 et seq.), and the Freedom of Information Act (FOIA) (5 U.S.C. section 552, as amended by Public Law No. 104-231, 110 Stat. 3048), and other applicable State and federal open records laws.

PDA Work: All of the activities and tasks that the Developer will be required to perform under the PDA as pre-development activities during the Pre-Development Phase for the potential financing and development of a CLEAN Project, as described in Attachment A (Cal CLEAN Partnership Opportunity).

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

PIA Work: All of the activities and tasks that the Developer will be required to perform under the PIA during the Project Identification Phase to identify, assess, and propose potential CLEAN Projects, as described in Exhibit 1 (Developer PIA Work) to Attachment D (Form of Project Identification Agreement).

Policy: The Authority's adopted Organizational Conflicts of Interest Policy, which is available on its website. (See RFQ section 3.8.)

Pre-Development Agreement (PDA): A written executed contract between the Authority and the Developer, resulting from this procurement and following the Project Identification Phase that governs the obligation of the parties in respect of pre-development activities related to an Authority-approved CLEAN Project, including, but not limited to, work to define a CLEAN Project scope, specifications, costs, and proposed terms of a subsequent DLA.

Pre-Development Phase: The phase of the engagement between the Authority and the Developer contemplated by this RFQ that commences upon the effectiveness of the PDA and ends upon the expiry of the term of the PDA, unless terminated earlier.

Program: The California High-Speed Rail Program.

Project Identification Agreement (PIA): The initial written executed contract between the Authority and the successful Respondent resulting from this procurement.

Project Identification Phase: The phase of the engagement between the Authority and the Developer contemplated by this RFQ that commences upon the effectiveness of the PIA and ends upon the expiry of the term of the PIA, unless terminated earlier.

Public Records Act: The California Public Records Act, Government Code sections 7920.000, et seq.

Respondent: A Person that may potentially submit or actually submits a SOQ in response to this RFQ, depending on the context of the use of the term. If the Respondent is an unincorporated joint venture, then the term “Respondent” refers to each member of such joint venture individually.

Respondent Team: Collectively, the Respondent and any Subcontractors identified in the Respondent’s SOQ.

Small Business: A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and Title 2 California Code of Regulations sections 1896.4 (Definitions) and 1896.12 (Eligibility), including, but not limited to, that its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has average gross annual revenue of $18 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, a SB must be certified as such by DGS.

Small Business for the Purpose of Public Works (SB-PW): A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of $43 million or less in gross annual receipts over the previous three (3) tax years, is not dominant in its field of operations and has 200 or fewer employees. To be counted towards meeting the goals of the SB Program, a SB-PW must be certified as such by DGS.

Subcontractor: (a) Prior to award of the PIA, any Person with whom the Respondent proposes to enter into a subcontract/subagreement for any part of the PIA Work, at any tier; and (b) after award of the PIA, any Person with whom the Developer has entered into a subcontract/subagreement for any part of the PIA Work, at any tier.

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

2.3 Acronyms and Abbreviations

ACA	Affordable Care Act

ARRA	American Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CLEAN	Corridor-wide, Long-term Energy resiliency and Asset commercialization Network
CPUC	California Public Utilities Commission
CEO	Chief Executive Officer or Executive Director
CEQA	California Environmental Quality Act of 1970
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DLA	Development and Lease Agreement
DVBE	Disabled Veteran Business Enterprise
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
GenAI	Generative Artificial Intelligence
ICCTA	Interstate Commerce Commission Termination Act of 1995
MB	Microbusiness
NEPA	National Environmental Policy Act of 1969
NOPA	Notice of Proposed Award
NTP	Notice to Proceed
PDA	Pre-Development Agreement
PIA	Project Identification Agreement
RFQ	Request for Qualifications
SB	Small Business
SB-PW	Small Business for the Purpose of Public Works

SOQ Statement of Qualifications

U.S. DOT United States Department of Transportation

INSTRUCTIONS TO RESPONDENTS

3. Procurement Schedule and Process

Table 1: Key RFQ Dates

Key Dates	Activity Description
July 9, 2026	RFQ advertised.
July ~~15~~20, 2026	Pre-Bid conference location: Virtual. Attendance at the pre-bid conference is not mandatory.
July ~~17~~22, 2026	Deadline for submission of initial written questions by 5 p.m. Pacific Time.
July ~~20~~29, 2026	Authority to Post Responses to Respondent Questions.
July ~~22~~30, 2026	Authority to Post an Addendum to this RFQ.
~~July 24~~August 3, 2026	Deadline for submission of written questions on Addendum by 5 p.m. Pacific Time.
August 5, 2026	Answers to Respondent Questions Posted by 5 p.m.
August 17, 2026	SOQs due at the address specified in Section 4.1 by 12 noon Pacific Time.
August/September 2026	Notice of Proposed Award (NOPA).
September/October 2026	Execution of the PIA.
October 2026	Anticipated Notice to Proceed Issued for the PIA Work.

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

3.1 Authority's Designated Point of Contact

The Authority's Designated Point of Contact for communications concerning this RFQ shall be as follows:

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

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Authority Board member or Authority staff other than the Point of Contact listed above either directly or through intermediaries. Failure to comply with this communication prohibition may result in disqualification. See Section 3.6, Improper Communications and Contacts, for more information.

3.2 Addenda to RFQ

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission. It is the responsibility of the Respondent to check the California State Contract Register for all addenda.

3.3 Non-Commitment of Authority

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of an SOQ in response to this request, or to procure or contract for services or supplies. In connection with this procurement, the Authority reserves to itself all rights, which may be exercised by the Authority in its sole discretion, available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to the following:

(a) Cancel this RFQ in whole or in part at any time prior to the execution of a contract without incurring any cost obligations or liabilities.

(b) Accept or reject any or all SOQs and all required submittals received as a result of this RFQ.

(c) Negotiate with any qualified Respondent selected for award.

(d) Modify the RFQ, in whole or in part.

(e) Waive informalities, immaterialities, irregularities, mistakes, and deficiencies in an SOQ; and/or permit clarifications related to such.

3.4 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under any contract resulting from this RFQ shall belong exclusively to the Authority and the State of California. All products used or developed in connection with any contract resulting from this RFQ will be governed in accordance with the applicable sections related to work products and/or intellectual property in such contract.

3.5 Non-Exclusiveness of Subcontractors

Subcontractors are not precluded from being on more than one Respondent Team, subject to the provisions of Section 3.6, Improper Communications and Contacts. There is no prohibition against Subcontractors being exclusive to one Respondent, however, exclusivity is strongly discouraged for SB/DBE/DVBE Subcontractors.

3.6 Improper Communications and Contacts

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

The specific rules of contact are as follows:

(a) After submittal of SOQs, no Respondent, or any of its team members, may communicate with another Respondent or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Respondents establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams. Contact among Respondent organizations is allowed during Authority sponsored informational meetings. Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.

(b) Respondents shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact.

(c) Except for communications expressly permitted by the RFQ, or approved in advance by the Authority's Chief Counsel in his or her sole discretion, no Respondent or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.

(d) Respondents shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:

(i) Federal Railroad Administration (FRA);

(ii) California State Transportation Agency (CalSTA);

(iii) California Department of Transportation (Caltrans);

(iv) California Department of General Services (DGS);

(v) California High-Speed Rail Authority, including the Authority Board, except as provided in this RFQ; and,

(vi) Firms subject to Respondent Ex Parte Communications prohibitions during this procurement (Table 2).

(e) The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, or the procurement, or from participating in public meetings with the Authority or any Authority workshop related to this RFQ.

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

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

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

Acquisition NexGen LLC	Fluor Enterprises, Inc.
AECOM-Fluor Joint Venture	IMPACTS USA Inc.
AECOM Technical Services, Inc.	KPMG, LLP
Cordoba Corporation	Lesura Strategies, LLC
Clearview Advisors LLC	Nossaman, LLP
Downey Brand LLP	

3.7 One-on-One Meetings

The Authority may, in its sole discretion, invite Respondents to in-person and/or virtual one-on-one meetings, on dates designated by the Authority by written notice, to discuss issues and clarifications regarding the RFQ. The Authority reserves the right to disclose to all Respondents any issues raised during the one-on-one meetings, except to the extent that the Authority determines, in its sole discretion, such disclosure would reveal a Respondent's confidential business strategies. The meetings are intended to provide Respondents with a better understanding of the RFQ.

The one-on-one meetings are subject to the following:

(a) The Authority will not discuss with any Respondent any SOQ other than its own;

(b) Respondents shall not seek to obtain commitments from the Authority in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Respondent;

(c) No aspect of these meetings is intended to provide any Respondent with access to information that is not similarly available to other Respondents, and no part of the evaluation of SOQs will be based on the conduct or discussions that occur during these meetings; and

(d) Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules and to identify all participants from its Respondent Team.

3.8 Organizational Conflicts of Interest

The use of the term "Respondent" in this section specifically applies to all interested parties from the date of issuance of the RFQ including Respondents, potential Respondents, and Respondent Team members. The Authority has adopted an Organizational Conflicts of Interest Policy (Policy) that will apply to this procurement and the resulting PIA, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website.

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

(a) Preclude certain firms from participation in this procurement; and,
(b) Affect the ability of a Respondent, its subcontractors, and their Affiliates (as defined in the Policy) to contract with the Authority.

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

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

(i) Impairment or potential impairments of a Respondent's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for the Authority;
(ii) An unfair competitive advantage for any Respondent submitting an SOQ on an Authority procurement; or
(iii) A perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

If an organizational conflict of interest is found to exist, the Authority may:

(1) Disqualify the Respondent; or
(2) Determine that the Authority may contract with such Respondent if it is appropriate and possible to mitigate, neutralize, or avoid such conflict, which may include the addition of mitigation provisions to the PIA awarded.

Each Respondent shall fully disclose any actual, perceived, or potential organizational conflicts of interest in its SOQ using Form B (Organizational Conflicts of Interest Disclosure Statement). Form B shall be filled out and signed, under penalty of perjury, by the Respondent, including a separate Form B for all members if proposing as a joint venture. A separate Form B shall also be filled out and signed, under penalty of perjury, by each Respondent Team member, including all Subcontractors. Form B requires a statement, signed under penalty of perjury by the company's executive that the company considered the Policy and performed conflicts checks prior to submitting its SOQ. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Respondent. If nondisclosure or misrepresentation is discovered after award of the PIA resulting from this procurement process, the PIA may be terminated.

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

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

If a Respondent requires an organizational conflict of interest determination related to this procurement, please immediately consult the Policy and provide the required information to the Authority's Chief Counsel Christine Ciccotti at Legal@hsr.ca.gov. The determination may take between two to four weeks from receipt of all required information and/or documents in the checklist below. To expedite the determination process, the requestor is asked to provide the following information with the request:

Organizational Conflict of Interest Checklist:

(1) A summary of each of your company's current and former contracts with the Authority, either as a contractor or subcontractor (include project section(s), if applicable, and the current status).
(2) A brief description of the scopes of work for the above-identified contracts, including tasks, deliverables, and key roles of personnel, if applicable.
(3) A brief description of the work, tasks, deliverables, and any key roles that your company expects to perform relative to the contract resulting from this procurement. (If not yet final, please be as detailed as possible.)
(4) A statement about whether your company or principals/employees of your company had any role in the development of this procurement or scope of work.
(5) A statement about whether your company or principals/employees of your company have learned, received, or were privy to any non-public information regarding the scope of work, content or development of this procurement.
(6) Information regarding the type of entity and/or corporate make-up of your company (for example, an LLC, sole proprietorship, corporation, etc.). If applicable, include whether it is a subsidiary of another company and/or if it is owned, in whole or in part, by another firm working on the project.
(7) If your company is planning to seek work related to other Authority procurements, provide information regarding the procurement and the scope of work your company would likely perform.
(8) Any other information and/or documents that you believe are relevant to this analysis, including information regarding other public projects your company is a part of that may impact the Authority.

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

3.8.1 Organizational Conflicts of Interest for Future Contracts

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

3.9 Confidentiality

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

If a Respondent has special concerns about information that it desires to make available to the Authority, but which it believes constitutes a trade secret, proprietary information, or other information exempt from disclosure, such Respondent should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its SOQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Respondent or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants. All such information shall remain subject to the Authority's rights and obligations under Open Government Laws, including the Public Records Act and FOIA.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. DOT FOIA regulations (49 C.F.R. section 7.1 et seq.) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with “TRADE SECRET” or “CONFIDENTIAL” as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA, and other applicable laws and their application to the submitting party’s own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

3.10 Executive Order N-6-22 – Russia Sanctions

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

3.11 The California Environmental Quality Act

In performing any work or services related to the High-Speed Rail project, whether in response to this RFQ, under a PIA, or under a follow-on contract, each Respondent will be responsible for ensuring compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), in each case as and to the extent applicable.

By issuing this RFQ, and by entering into any resulting PIA that mentions or refers to the CEQA, Environmental Impact Report (EIR), and State environmental permitting laws/agencies and initially authorizes related work, the Authority acknowledges *Friends of Eel River v. North Coast Rail Authority*, but does not: (a) waive the Authority’s rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA’s application to the

System or related projects; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the System or related projects.

3.12 GenAI Disclosure Notification

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

Each Respondent must notify the Authority in writing if it: (1) intends to provide GenAI as a deliverable to the Authority; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of an Authority system, (ii) risk to the Authority, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

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

4. Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

SOQs submitted in response to this RFQ shall be provided in electronic and hard copy formats as required by Section 5. Hard copies shall be mailed or hand delivered to:

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

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

RFQ No.: HSR26-20
California High-Speed Rail Authority
Cal CLEAN Partnership Statement of Qualifications
Respondent: ________________________
ONLY TO BE OPENED BY AUTHORITY'S DESIGNATED POINT OF CONTACT

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

4.2 Late Submittals

SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions. Postmark dates of mailing, email, and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. An SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Respondent. Respondents are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

4.3 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority that is signed by the Respondent or an authorized agent and received by the Authority's Designated Point of Contact before the SOQ submittal deadline. A Respondent may thereafter submit a new SOQ prior to the SOQ submittal deadline. The only method for a Respondent to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ submittal deadline, by written notification to the Authority. A complete, corrected submission package may be resubmitted prior to the SOQ submittal deadline. Modifications offered in any other manner will not be considered.

STATEMENT OF QUALIFICATIONS

5. Statement of Qualifications Requirements

Each Respondent must submit its SOQ organized into the following three Volumes – Volume 1 (Administrative Submittals), Volume 2 (Technical and Financial Submittals), and Volume 3 (Financial Capacity Information). Each Volume of the SOQ must be in a separate 3-ring binder.

The sealed shipping package must include:

- One (1) “original” version of Volume 1, Volume 2 and Volume 3 of the SOQ, with all documents required to be executed manually signed by the appropriate individual;
- Five (5) hard copies of Volume 1 of the SOQ;
- Five (5) hard copies of Volume 2 of the SOQ; and
- Three (3) hard copy of Volume 3 of the SOQ.

The binders containing the original SOQ must be clearly marked “ORIGINAL” on their faces and spines, and the binders containing each copy must be marked with the Respondent’s name and numbered 1 through 3, as applicable, on their spines.

Each Respondent shall also provide an electronic version of its SOQ. Each Volume of the electronic version of the SOQ must be a separate PDF file. The PDF file should be printable, searchable, in a read-only format, and should not require a password to open or print. The file name should include the RFQ number, Respondent name, and Volume number as shown below:

HSR26-20_FirmName_Vol[1/2/3].pdf

The PDF files shall be submitted via cloud storage. Each Respondent should email the Authority’s Designated Point of Contact at least two Business Days before the anticipated submittal of its SOQ. The email request should include:

- Respondent’s name;
- Respondent’s email address; and
- The RFQ number.

After receipt of the Respondent’s email request, the Authority’s Designated Point of Contact will provide a link to the Respondent to upload its SOQ to a unique cloud folder. Failure to notify the Authority two Business Days in advance may cause delays in the Respondent’s receipt of an upload link and impact its ability to upload its SOQ in a timely manner. SOQs must be received in the specified location no later than the date and time listed in Section 3, Table 1 (Key RFQ Dates), and addressed in accordance with Section 4.1. The Authority has the discretion to work with a Respondent in the case of technical issues for electronic submittals.

The following summarizes the content and organization of the SOQs, Transmittal Letter and all required attachments, certifications, and forms. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ and all required submittals, and/or require additional evidence of its qualifications. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of an SOQ.

5.1 General Requirements

The SOQ shall be typed. Forms and Certifications may be completed in ink, though providing typed Forms and Certifications is preferred. All documents contained in the original SOQ package must be manually or digitally signed by a person who is authorized to bind the Respondent or Respondent Team member, as applicable. All additional SOQ packages may contain photocopies of the original package. Emailed or faxed SOQs are not acceptable and will not be considered.

SOQ requirements and guidelines:

(i) Documents should be prepared in single-spaced type, 12-point font, on 8-1/2 x 11 sheets printed double-sided. Smaller fonts may be used for graphics labels, charts, figures, tables, and footnotes. A page is considered to be a single side of an 8-1/2 x 11 sheet. Should the Respondent wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs, and schedules, it should do so sparingly. Large format pages will be included in the page limit.

(ii) Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of X, Page 2 of X, ...). Pages should be numbered at the bottom of the page.

(iii) Attachment B (SOQ Submittals Checklist), lists all submittals that comprise and are required to be submitted in the Respondent's SOQ, including the page limits that apply to certain submittals. Any pages submitted in excess of the specified page limit shall be removed by the Authority and not considered. For example, if Attachment B (SOQ Submittals Checklist) states that an SOQ submittal has a page limit of 3 pages and that submittal in a Respondent's SOQ has 5 pages, the last two pages shall be removed by the Authority.

(iv) Brochures, extraneous publications, such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.

(v) Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.

(vi) If submitting as a team, note which entity is the prime Respondent or lead joint venture partner, if applicable.

(vii) All Forms and Certifications required as Administrative Submittals in Volume 1 of the SOQ must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.

(viii) The SOQ shall be divided into sections as described below:

(i) A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count. This includes a cover page, title page and/or other dividers.

(ii) The index tab should have the appropriate section number typed thereon.

(iii) Submittals in the SOQ should be presented in the same order as they appear in Attachment B (SOQ Submittals Checklist).

(ix) Each Respondent shall ensure that (i) the contents of the “original” Volume 1, Volume 2 and Volume 3 of its SOQ are identical to the corresponding hard copies of each Volume, and (ii) the electronic version of its SOQ is identical to the corresponding original hard copy version. If there is any discrepancy between any hard copy content of any portion of the SOQ and any other hard copy or the electronic version of the same material, the “original” hard copy version shall prevail and be used by the Authority for purposes of the SOQ evaluation.

5.2 SOQ Contents and Requirements

Attachment B (SOQ Submittals Checklist) lists all the content that comprises, and is required to be submitted in, each Respondent’s SOQ. The SOQ submittals must be organized into the three Volumes listed in Attachment B – Volume 1 (Administrative Submittals), Volume 2 (Technical and Financial Submittals), and Volume 3 (Financial Capacity Information).

Each submittal in the SOQ must comply with the applicable instructions and page limit set forth in Attachment B (SOQ Submittals Checklist).

6. Evaluation and Negotiation

The following summarizes the SOQ review, evaluation, and negotiation processes. The Authority may consider any and all required submittals as part of its review and evaluation of SOQs.

Failure to meet the material requirements of this RFQ will result in the rejection of the SOQ. SOQs that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Respondent, may be rejected.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in an SOQ or any portion of any required submittal. The Authority reserves the right, at its sole discretion, to request clarifications regarding information contained in any SOQ or any portion of any required submittal. Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the Respondent from full compliance with the PIA requirements if the Respondent is awarded the PIA as a result of this procurement.

6.1 Evaluation of Respondent Minimum Qualifications

The Respondent must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the submission. The Authority, at its sole discretion, reserves the right to request clarifications of Minimum Qualifications. The successful Respondent must continue to satisfy all of the Minimum Qualifications throughout the term of any agreement resulting from this RFQ.

In addition to a timely submittal of the SOQ, the Minimum Qualifications for this RFQ are as follows:

(a) The Respondent's SOQ complies with all general requirements described in Section 5.1.

(b) The Respondent's SOQ includes all submittals listed in Attachment B (SOQ Submittals Checklist), in each case, satisfying the instructions and requirements applicable thereto, as required by Section 5.2.

(c) The Respondent's financial capacity information in Volume 3 of its SOQ satisfies the following minimum financial requirements:

   (i) The Respondent (and if the Respondent is a joint venture, each member of the joint venture) has assets under management (AUM) of at least fifteen billion dollars ($15,000,000,000) as of the date of the SOQ submission; and

   (ii) The Respondent has at least one billion dollars ($1,000,000,000) in committed and undeployed capital available as of the date of the SOQ submission.

6.2 Scored Evaluation of SOQs

The Authority will evaluate and score each SOQ that has satisfied all of the Minimum Qualifications described in Section 6.1. The Evaluation/Selection Committee will assign points and calculate a total score for each SOQ based on the evaluation criteria described below.

The Authority reserves the right to: (a) use and consider any information provided in the SOQ, as deemed appropriate by the Authority; and (b) contact any person identified as a reference for a Past Development Project, in each case, to obtain additional information to assist in the evaluation of SOQs.

The maximum score for an SOQ will be 100 points, allocated to the evaluation criteria as set forth below.

	Scored Evaluation Criteria	**Maximum Points**
1.	**Development Experience and Capabilities** – The extent to which the Respondent has demonstrated its ability to successfully perform the key activities contemplated by this RFQ, including Respondent's own in-house capabilities to originate, develop, deliver, and manage greenfield, utility-scale power generation projects and/or other types of potential CLEAN Projects.	25
2.	**Financial Structuring Experience and Financing Capabilities**– The extent to which the Respondent has demonstrated its ability to structure, capitalize, and close on project financings for the scale and types of CLEAN Projects contemplated by this RFQ.	15
3.	**Technical Capabilities** – The extent to which the Respondent has demonstrated its ability (in-house or through Subcontractors) to conduct the technical studies and perform the other technical activities required to originate and advance utility-scale power generation and/or other types of potential CLEAN Projects from concept through development.	15
4.	**Demonstrated Experience with Regulatory Frameworks** – The extent to which the Respondent has demonstrated an understanding of, and the ability and expertise to navigate and obtain, all regulatory and land use approvals required to successfully develop projects involving utility-scale power generation, transmission, distribution, and revenue generation and/or other potential CLEAN Projects.	15
5.	**Demonstrated Experience with Transaction Structuring and Revenue-Sharing** – The extent to which the Respondent has demonstrated its ability to structure and successfully negotiate host,	10

	Scored Evaluation Criteria	Maximum Points
	landowner, or other relevant revenue-sharing arrangements with counterparties in roles analogous to the Authority's role for the potential projects developed by the Developer.	
6.	**Collaborative Development Approach** – The extent to which the Respondent's approach to collaborative project development demonstrates: (a) an accurate understanding of, and alignment with, the Authority's goals for this RFQ and the PIA, and (b) its capacity to work within the Authority's governance and regulatory context.	10
7.	**Respondent Organization and Key Personnel** – The extent to which (a) the Respondent's organizational structure supports efficient, expeditious, and accountable performance of the contemplated PIA Work and PDA Work by demonstrating organizational integration, simplicity, efficient decision-making processes, and a single point of accountability, and (b) the individuals proposed as Key Personnel have the experience and qualifications to successfully perform the activities contemplated by the PIA and PDA.	10
	Total Maximum Points =	**100**

6.3 Past Performance Review

The Authority will review each Respondent's Form B (Past Performance Certification) to determine whether executing a contract with the Respondent would create an unacceptable risk to the Authority. The Authority will send copies of Form C (Public Entity Questionnaire) to each public entity identified in the Respondent's Form B, as applicable, to request the public entity's feedback regarding the information provided on Form B and the public entity's experience working with the Respondent. If any public entity listed on Form B indicates that the Respondent bore significant responsibility for the litigation and/or arbitration, or if that public entity would not hire the Respondent again, the Authority will have the right, in its sole discretion, to deem the Respondent ineligible to move forward in this evaluation process.

6.4 Not Used

6.5 Final Ranking of Respondents

Following completion of the evaluation of each SOQ in accordance with Sections 6.1 through 6.3, the Evaluation/Selection Committee will calculate the total scores of all

SOQs and will determine the ranking of the SOQs and identify the highest ranked Respondent(s). The Authority will then decide, in its sole discretion: (a) whether to proceed with negotiations with the highest ranked Respondent(s); (b) whether to award a single or multiple PIAs; and (c) whether to award one or more PIAs to the highest ranked Respondent(s) without negotiations. The Authority may also elect not to proceed with negotiations or award the PIAs.

6.6 Notice of Proposed Award

After the Respondent(s) with the highest final score(s) is/are determined, the Notice of Proposed Award(s) will be posted in the Authority's Sacramento Office at 770 L St. St 620, Sacramento, CA 95814 for a minimum of five Business Days and on the Authority's website at https://hsr.ca.gov/work-with-us/procurements/architectural-engineering-and-capital-contracts/calclean-partnership-agreement/

A courtesy copy of the Notice of Proposed Award will be provided to all Respondents via email.

6.7 PIA Negotiation Process

By submitting its SOQ, each Respondent commits to entering into a PIA substantially in the form of the draft in Attachment D (Form of Project Identification Agreement)[1] without negotiation or variation, except to fill in blanks and include information that the form indicates is required from the SOQ. Notwithstanding the foregoing commitment, at the Authority's sole discretion, the Authority may negotiate various aspects of the Agreement with the selected Respondent either prior to award or following award and prior to Agreement execution.

The Authority may commence negotiations with the highest ranked Respondent (or multiple Respondents if the Authority has elected to select more than one Respondent). If the negotiations with the highest ranked Respondent are not successful, the Authority may suspend or cease such negotiations with the highest ranked Respondent and commence negotiations with the next highest ranked Respondent or terminate the procurement process.

All negotiations will be conducted in private, and the results of the discussions shall be kept confidential until they are concluded. During the negotiation period, the Authority will not disclose to any Respondent any information regarding SOQs submitted by other Respondents.

[1] The form of the Project Identification Agreement will be released in an Addendum. A preliminary term sheet is attached for Respondents review with this RFQ.

The Authority may also award the Agreement, without negotiations, to the highest ranked Respondent, as deemed appropriate by the Authority.

6.8 No PIA Until Signed and Approved

No PIA between the Authority and the successful Respondent is in effect until the PIA is signed by the Respondent and signed by the Authority.

Additionally, prior to execution of the PIA, the successful Respondent must complete the Authority's Affordable Care Act (ACA) questionnaire (as required by federal law), if applicable. No PIA between the Authority and the successful Respondent is in effect until the Respondent returns the completed ACA questionnaire, if applicable.

6.9 Debriefings

After the Notice of Proposed Award is posted, each unsuccessful Respondent may request a debriefing with the Authority's Designated Point of Contact. The meeting should be requested within 10 Business Days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for unsuccessful Respondents to receive feedback regarding their own SOQ, which may provide insight for use in future solicitations. Debriefings will be held after the procurement process ends when the PIA has been executed with the successful Respondent(s).

6.10 Confidentiality

The successful Respondent awarded a PIA as a result of this RFQ shall be required to maintain the confidentiality of any information it obtains in the course of performing services under the PIA, and shall hold the Authority harmless from any claim, loss, or liability resulting from the successful Respondent's disclosure of such information. The confidentiality obligations under the resulting PIA shall remain binding on both parties during the term of the PIA, and survive expiration, termination, and/or the end of the PIA, regardless of cause.

7. Protest Procedures

7.1 Applicability

This section sets forth the exclusive protest remedies available to Respondents who have submitted an SOQ with respect to this RFQ and prescribes the exclusive procedures and timing requirements for protests regarding:

(a) Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;

(b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all Minimum Qualifications;

(c) A determination that the Respondent has not passed the Past Performance Review described in Section 6.3; and

(d) Final selection.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(a) may be filed only after the Respondent has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via email to the Authority's Designated Point of Contact. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Respondent as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

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

Protests concerning the issues described in Section 7.1(a) must be filed as soon as the basis for the protest is known and after compliance with Section 7.2, but no later than 10 Days prior to the SOQ submittal deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five (5) Business Days after the addendum is issued. This deadline and subsequent deadlines may be extended by the Protest Official to allow for further informal discussion in accordance with Section 7.1(a). Failure to bring any such protest within this time will be deemed a waiver and acceptance of the terms of the RFQ and may not be realleged in any further protest.

Protests concerning the issues described in Section 7.1(b) must be filed no later than five Business Days after receipt of the Respondent's notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(c) must be filed no later than five Business Days after, notification that the Respondent did not pass the Past Performance Review.

For protests concerning the issues described in Section 7.1(d), a Notice of Intent to Protest must be filed no later than five Business Days after the Notice of Proposed Award is posted, which shall be accompanied by a request for relevant procurement documents if the Respondent filing a protest needs additional documents to complete its protest. The Respondent filing a protest shall have five additional Business Days to file its protest following receipt of the relevant procurement documents from the Authority.

7.4 Content of Protest

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

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official as soon as the basis for the protest is known to the Respondent filing a protest. Additionally, a courtesy copy shall be delivered via email to the Authority's Designated Point of Contact. Copies of any protests received will be provided to all Respondents by the Protest Official. The Protest Official for this RFQ is:

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

7.6 Comments from Other Respondents

Other Respondents may file statements in support of, or in opposition to, the protest within seven Days of the filing of the protest. The Authority shall forward copies of all such statements to all Respondents, including the Respondent filing a protest. Any factual determinations shall be sworn and submitted under penalty of perjury.

7.7 Authority Response to a Protest

The Authority's Designated Point of Contact or their designee may provide a response to the protest within three Business Days of the deadline for comments from other Respondents. The Authority's Designated Point of Contact or their designee shall have broad discretion to review all documents and information related to the protest and procurement when preparing this response. This written response shall be provided to the Protest Official and all Respondents, including the Respondent filing a protest.

7.8 Burden of Proof

The Respondent filing a protest shall have the burden of proof in proving its protest. The Authority may, in its sole discretion, ask questions of and/or verify information of the Respondent filing a protest, other Respondents, the Authority's Designated Point of Contact for the procurement, and other members of the Authority's procurement team. No oral hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.9 Decision on Protest

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

7.10 Limitation on the Authority's Liability

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

Attachments

Attachment A: Cal CLEAN Partnership Opportunity

1. Commercialization Projects

One of the Authority's goals is to leverage the HSR Corridor and its unique real estate and infrastructure assets through long-term commercialization projects that will generate new revenue streams to offset operational expenses, create additional financial capacity, and support the continued growth of the System. The range and scale of these opportunities may be significant and require partnership with a developer to identify and shape specific projects.

This RFQ invites firms to present their qualifications and strategic insights to partner with the Authority in advancing this ambitious commercialization program in addition to, and in support of, advancing other Program goals. Through this RFQ, the Authority seeks to identify at least one Developer that will originate, collaboratively develop, and generate significant revenues from one or more CLEAN Projects within the HSR Corridor.

CLEAN Projects include, but are not limited to, projects involving (a) utility-scale power generation from clean energy sources that are of a scale and have revenue-generating capacity sufficient to support meaningful revenue sharing with the Authority; and/or (b) transmission and distribution infrastructure or other revenue-generating technology or infrastructure (that is not related to rail infrastructure or rail operations and that does not interfere with the safe and efficient delivery or operation of the high-speed rail service, including, but not limited to information technology infrastructure, broadband, fiber optic infrastructure, or other station site development and development opportunities within the HSR Corridor.

2. Phased Collaboration and Contracting Structure; Developer's Scope of Work

(a) Project Identification Phase – Preliminary Due Diligence and Project Identification: This phase commences upon the effectiveness of the PIA and ends upon the expiry of the term of the PIA, which is 6 months (unless terminated earlier) (Project Identification Phase). The form of the PIA is attached hereto as the "Project Identification Agreement Term Sheet" in Attachment D (Form of Project Identification Agreement). During the Project Identification Phase, the Developer's work will include:

(i) Project identification – Developer shall, at the latest four (4) months from the effective date of the PIA, identify, assess, and propose for development one or more CLEAN Projects; Developer shall have the responsibility of determining the required screening activities and analyses, provided that it submits with each of its proposals reasonably detailed supporting information to evidence viability of the proposed project;

(ii) Propose PDA terms – Developer shall propose, in connection with each proposed project, the terms and conditions applicable to the Pre-Development Phase activities, including real property interests, licenses, or access rights to be granted by the Authority; regulatory actions, permit applications, or governmental approvals to be pursued, and any Authority support required for such regulatory work; and any other contributions of resources, data, or cooperation that will be required from the Authority during the Pre-Development Phase or in connection with a subsequent DLA; and

(iii) PDA negotiation – Developer shall negotiate in good faith with the Authority to develop the form of the PDA that will govern Pre-Development Phase activities for any CLEAN Project that the Authority, in its sole discretion, elects to advance.

(b) Pre-Development Phase – Pre-Development Work and Project Financial Planning: This phase commences upon the effectiveness of the PDA entered into by the Developer and the Authority and ends upon expiry of the term of the PDA (unless terminated earlier) (Pre-Development Phase). The term of the PDA will be determined by the parties during their collaborative development of the PDA; it is expected to be of a sufficient duration to accommodate the relevant project's material regulatory and permitting work. The minimum mandatory terms of the PDA are set forth in Exhibit [ ] (Pre-Development Agreement Minimum Terms) to Attachment D~~Attachment D~~ (Form of Project Identification Agreement). During the Pre-Development Phase, the Developer's work (PDA Work) will include:

(i) Technical pre-development work – Developer shall conduct pre-development work with respect to each CLEAN Project advanced to the Pre-Development Phase, including technical engineering studies; environmental review and permitting; grid interconnection applications, studies, and queue management; site control and real property due diligence; and such other investigative, planning, and design activities as are necessary to advance the project to a state of readiness for financing and implementation, all in accordance with the work plan and schedule established in the PDA;

(ii) Environmental, permitting and other regulatory work – The Developer shall prepare a summary of the anticipated environmental review and permitting requirements for the proposed project, the proposed regulatory strategy and timeline, and identification of any material regulatory risks, including (i) potential NEPA or CEQA requirements, and (ii) preliminary identification of the other federal, state, and local permits, approvals, and authorizations required for the proposed project, including any applicable Federal Energy Regulatory Commission requirements, permits, and authorizations and applicable CPUC requirements, permits, and authorizations as set forth in California Public Utilities Code (Cal. Pub. Util. Code § 1 et seq.) and applicable CPUC General Orders, and a proposed regulatory strategy and timeline; the regulatory summary shall be sufficient to inform the Authority's evaluation of the proposed project's regulatory risk and timeline, and to serve as the foundation for the development of a detailed regulatory strategy and schedule during the Pre-Development Phase;

(iii) Coordination with other Authority projects – Developer shall coordinate with other developers and/or contractors, as applicable, engaged by the Authority for projects or potential projects that are adjacent to, interfacing with, or potentially impacting or impacted by the proposed CLEAN Project to avoid overlaps in project scopes, mitigate interface risks, and/or identify synergies and strategies to enhance one or multiple projects, as applicable;

(iv) Project financing commitments – Developer shall identify and obtain financing commitments from each source of debt and equity financing proposed for each advanced project, as applicable, in accordance with the financial planning and work plan schedule to be mutually agreed with the Authority;

(v) Project financial plan and financial proposal – Developer shall develop and submit to the Authority a binding financial proposal and detailed project financial plan for each advanced project, including a proposed capital structure; identification of equity, tax equity, and debt financing sources; a projection of project revenues and the proposed amount of Authority revenue share over the term of the proposed DLA; and a proposed approach to monetization of applicable federal tax incentives; and

(vi) DLA negotiation – Developer shall negotiate in good faith with the Authority to develop the form of the DLA that will govern the implementation of any CLEAN Project that the Authority, in its sole discretion, elects to advance.

(c) Development Phase – Project Implementation and Revenue Generation: This phase commences upon the effectiveness of the DLA entered into by the Developer and the Authority and ends upon expiry of the term of the DLA (unless terminated earlier) (Development Phase). The term of the DLA will be determined by the parties during their collaborative development of the DLA; it is expected to be a long-term agreement with a sufficient duration to accommodate the relevant project’s construction, commissioning, and long-term operations and revenue generation. The minimum mandatory terms of the DLA are set forth in Exhibit [ ] (Development and Lease Agreement Minimum Terms) to Attachment D (Form of Project Identification Agreement). During the Development Phase, the Developer's obligations will include:

(i) Project design, construction, and commissioning – Developer shall implement the CLEAN Project in accordance with the terms of the DLA, including by securing all required project financing and commencing and completing construction and commissioning of the project in accordance with the development obligations and schedule established therein;

(ii) Asset management – Developer shall operate, maintain, and manage the completed project throughout the term of the DLA in a manner consistent with any requirements set forth therein and in accordance with all applicable legal and regulatory requirements; and

(iii) Payments to the Authority – Developer shall make all payments due to the Authority under the DLA, which may include fixed payments and variable revenue-based payments, in accordance with the terms and schedule established therein.

The Authority anticipates that the Developer may identify and propose multiple CLEAN Projects during the Project Identification Phase, and that such projects may vary in technology type, site location, development complexity, regulatory pathway, and implementation schedule. Accordingly, the parties may enter into multiple PDAs and DLAs, each governing a discrete CLEAN Project or group of related CLEAN Projects, with the terms, scope, and duration of each agreement to reflect the specific characteristics and requirements of the applicable project(s).

Attachment B: SOQ Submittals Checklist

Each SOQ is comprised of, and must include, all of the submittals listed below. The description of each submittal includes instructions that must be complied with for the submittal to be deemed responsive.

All submittals must be organized into the three (3) Volumes listed below and, within each Volume, in the order in which they are listed below.

	SOQ Submittals	Page Limit
	Volume 1 - Administrative Submittals	
1.	**Transmittal Letter** Provide a letter that identifies, is signed by, and includes the contact information for an owner, officer, or other duly authorized representative authorized to bind the Respondent contractually. The Transmittal Letter must include the following: (a) The names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Respondent; (b) A statement that indicates the SOQ is complete and accurate; (c) A statement affirming that the Respondent, and all Subcontractors that the Respondent intends to use to for the activities contemplated under the PIA, are in good standing, or equivalent, and qualified to do business in the State of California or will be prior to execution of the PIA; (d) Identification of the Respondent's Contract Manager assigned to manage any PIA awarded pursuant to this RFQ; the Respondent's Contract Manager may also serve in a Key Personnel position; and (e) A statement affirming that the Respondent has or is able to obtain the required insurance specified in Attachment D (Form of Project Identification Agreement); certificates of insurance are due to the Authority from the successful Respondent prior to the execution of any PIA resulting from this procurement.	3 pages
2.	**Respondent Team Organizational Information** Provide for the Respondent entity or each entity comprising the Respondent joint venture, as applicable:	N/A

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	SOQ Submittals	Page Limit
	(a) Information about the legal entity structure (e.g., LLC, Inc., etc.) and ownership structure (including organizational chart) showing, as applicable, parent companies, limited partners and general partners, subsidiaries, affiliates, and respective percentage ownership interests; and (b) Complete and executed copies of the applicable organizational documents (e.g., articles of incorporation or organization, bylaws, operating agreement) that demonstrate that the entity has the legal capacity to perform the Developer work contemplated under the PIA, PDA, and DLA and include provisions that: (i) identify the governance structure, decision-making authority, and approval thresholds for material actions; (ii) address bankruptcy, insolvency, withdrawal, and continuity of the entity; and (iii) are otherwise consistent with the requirements of the PIA.	
3.	**Form B: Organizational Conflicts of Interest Disclosure Statement**~~**Form A: Organizational Conflicts of Interest Disclosure Statement**~~ Provide separate properly completed and executed Forms for each member of the Respondent Team.	N/A
4.	**Form D: Past Performance Certification** Provide one properly completed and executed Form for the Respondent.	N/A
5.	**Cert. 1: CCC-04/2017 and STD 204** Provide one properly completed and executed copy of each Certification for the Respondent.	N/A
6.	**Cert. 2: Iran Contracting Certification** Provide separate properly completed and executed Forms for each member of the Respondent Team.	N/A
7.	**Cert. 3: Darfur Contracting Act Certification** Provide separate properly completed and executed Forms each member of the Respondent Team.	N/A
8.	**Cert. 4: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification** Provide separate properly completed and executed Certifications for each member of the Respondent Team.	N/A

	SOQ Submittals	Page Limit
9.	**Cert. 5: Non-Collusion** Provide one properly completed and executed Certification for the Respondent.	N/A
10.	**Cert. 6: Non-Discrimination Certification**~~**Cert. 6: Non-Discrimination Certification**~~ Provide separate properly completed and executed Certifications for each member of the Respondent Team.	N/A
11.	**Cert. 7: Certification Regarding Lobbying**~~**Cert. 7: Certification Regarding Lobbying**~~ Provide separate properly completed and executed Forms for each member of the Respondent Team.	N/A
12.	**Cert. 8: California Civil Rights Laws Certification** Provide one properly completed and executed Certification for the Respondent.	N/A
	Volume 2 - Technical and Financial Submittals	
13.	**Executive Summary** Provide an Executive Summary that states the key points of the Respondent's SOQ, which the Respondent believes highlights its qualifications to perform the PIA Work and achieve the Authority's goals for the RFQ and PIA. The Executive Summary may emphasize the Respondent's strengths as fully described in the balance of the SOQ.	3 pages
14.	**Development and Financial Structuring Experience and Capabilities** Provide narrative descriptions of at least four (4) projects (each, a Past Development Project) on which the Respondent served in a developer role that evidence the Respondent's track record originating, developing, financing, and delivering greenfield projects similar to CLEAN Projects. At least one project must be a clean energy project. Respondents are highly encouraged to highlight projects where they served as the lead developer responsible for origination through financial close. Each Past Development Project description should include the following details: (a) the project name, location, technology type, capacity, the Respondent's role, and development status or commercial operation date;	5 pages per Past Development Project (or 5 pages if the Past Development Project was also a Revenue Transaction and includes the relevant details)

	SOQ Submittals	Page Limit
	(b) the project's schedule of key development milestones (e.g., permitting, financial close, construction, commissioning, revenue commencement, as applicable); (c) project origination and site identification methodology, including details about how the project was on constrained or infrastructure-adjacent sites; (d) the project's total capital cost, capital structure, financing sources, and other details that evidence the Respondent's financial structuring and financing capabilities relevant for CLEAN Projects, such as monetizing applicable tax incentives; (e) the material permits and regulatory approvals that were required to be obtained for the project and the Respondent's role in securing the approvals; (f) if the project was also a Revenue Transaction (as defined in item 16 below), details regarding the negotiating and structuring of the applicable ground lease rent structure, revenue-sharing or royalty arrangement, or other similar terms; (if such details are included, up to one (1) additional page maybe be added to the Past Development Project description); and (g) the contact details for a reference person that can confirm the Respondent's role on the Past Development Project and the other project details submitted – name, title/role on the Past Development Project, current e-mail address and telephone number.	
15.	**Technical Capabilities** Provide a narrative description of the Respondent's in-house capacity, and/or approach to engaging advisors or subcontractors, to conduct the technical studies and perform the development activities required to advance CLEAN Projects from concept through development, including site investigations/selection, environmental review, and grid interconnection. At a minimum, Respondents must identify: (a) the Key Personnel and/or external firms that will be providing technical expertise for the Respondent to perform the PIA Work; and (b) any key advisors or subcontractor firms that it has engaged as of the date of the SOQ.	3 pages
16.	**Transaction Structuring and Revenue-Sharing Experience** Provide narrative descriptions of at least three (3) transactions (each, a Revenue Transaction) that evidence the Respondent's experience negotiating and structuring ground lease rents,	2 pages per Revenue Transaction

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	SOQ Submittals	Page Limit
	revenue-sharing or royalty arrangements, or other similar terms/agreements in connection with projects similar to CLEAN Projects, with particular emphasis on how the transaction structures aligned the Respondent's own financial incentives with those of its counterparty/host. Respondents should highlight how any revenue-sharing arrangements from their past projects may be useful precedents for potential CLEAN Projects. (If a Past Development Project was also a Revenue Transaction, the Respondent may include the Revenue Transaction details within the Past Development Project description as noted above.)	
17.	**Collaborative Development Approach** Provide a narrative description of the Respondent's proposed approach to the collaborative development work contemplated by the RFQ and each of the three (3) phases of the project development process described in Attachment A (Cal CLEAN Partnership Opportunity), including, at a minimum: (a) how the Respondent would structure the Authority's participation in project identification, development decision-making, and financing; (b) how it would provide transparency to the Authority regarding development progress and project economics; (c) the Respondent's expectations of the Authority's support during the PDA Work, including support with regulatory activities and any expected cost-sharing arrangements; (d) its understanding and approach to managing the potential stakeholder dynamics for CLEAN Projects; and (e) its understanding of and ability to operate within a public agency's governance and regulatory environment.	5 pages
18.	**Respondent Organization Description and Key Personnel Resumes** (a) Organization Description – Provide a description of the Respondent's organizational resources and structure that includes, at a minimum: (i) Identification of all the individuals employed by the Respondent that are proposed to serve in key roles to perform the PIA Work (the Key Personnel) and a description of each individual's role, including the individual that will serve as the primary point of contact for the Authority and leader of the Developer team (Project Lead); also include the decision-making authority of proposed Key Personnel;	2 pages for the Organization Description 2 pages per Key Personnel resume

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	SOQ Submittals	Page Limit
	(ii) Identification of all Subcontractors, external advisors and other firms that have been or will be engaged to support the technical, legal, environmental, financial or other workstreams and their respective roles; (iii) An explanation how the Respondent's organizational structure (as reflected in the organizational chart) and internal processes would support the pace and responsiveness required by the PIA; where the Respondent is a joint venture, consortium, or multi-entity structure, the Respondent should specifically address how decisions will be made, how disputes among members will be resolved, and how the Authority will be protected from delays attributable to internal consensus requirements. (b) Organizational Chart – Provide an organizational chart illustrating the relationship between the Respondent and any other Respondent Team members, as applicable, and the relationships among Key Personnel and their key functions, roles, and responsibilities. (c) Key Personnel Resumes - Provide a resume for each individual identified as the Respondent's Key Personnel describing, at a minimum, relevant experience and identifying specific projects on which the individual played a lead or significant role.	
	Volume 3 – Financial Capacity Information	
	Provide the financial capacity information described below as evidence of the Respondent's ability to fund its development-phase costs under the PIA and any PDA. If the Respondent is an unincorporated joint venture, provide all required financial capacity information for each joint venture member.	
19.	**Funding Sources and Capacity** Provide a detailed description of where and how the Respondent will source funds for its obligations under the PIA and PDA and how its management considers competing allocation and capacity issues between several project opportunities that it may pursue simultaneously. If the Respondent is an investment fund, provide the name and both the ownership and management structure of the investment fund that will provide the funds required for its performance of its obligations under the PIA and PDA. Provide supplemental information to the Financial Statements described below (only if	N/A

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	SOQ Submittals	Page Limit
	needed) as evidence of its capacity to fund its obligations under the PIA and PDA. If the Respondent is an investment fund, provide: (a) information about fund size/asset under management, capital amounts already committed or subscribed, remaining commitments yet to be called (with evidence and anticipated call schedule), allocation process for uncommitted funds, and whether any allocation of funds have been reserved for the contracts contemplated by this RFQ; and (b) provide evidence of the capital available as of the date of SOQ submission in the form of a current fund capital account statement, a binding capital commitment letter from limited partners or other investors, or other documentation acceptable to the Authority confirming the availability of uncommitted capital.	
20.	**Financial Statements** Provide (i) audited annual financial statements (including an auditor's report/opinion letter, balance sheet, income statement, statement of cash flows, and footnotes, as available) for the most recently completed three (3) fiscal years; (ii) if the entity does not prepare audited financial statements, unaudited annual financial statements; and (iii) any interim financial statements prepared after the latest annual financial statement (e.g., quarterly and half-yearly). All such annual and interim financial statements shall be collectively referred to herein as the "Financial Statements". All Financial Statements must meet the following requirements: (a) <u>U.S. GAAP</u> – All financial statements provided shall comply with U.S. Generally Accepted Accounting Principles (U.S. GAAP), or if US GAAP statements are not available, International Financial Reporting Standards (IFRS); (b) <u>U.S. Dollars</u> – Financial Statements must be provided in U.S. dollars. If Financial Statements are not available in U.S. dollars, the Respondent must include summaries of the Financial Statements for the applicable time periods converted to U.S. dollars, specifying the conversion rate used; (c) <u>English</u> – Financial Statements must be prepared in the English language. If audited Financial Statements are prepared in a language other than English, translations of all Financial Statements must be provided with the original	N/A

	SOQ Submittals	Page Limit
	Financial Statements. (d) SEC Filings – If an entity for which Financial Statements are submitted files reports with the Securities and Exchange Commission, then such Financial Statements shall be provided through a copy of its annual report on Form 10K and any subsequent reports filed on Form 10Q or Form 8-K. (e) Newly Formed Entity – If the Respondent is a newly formed entity and does not have financial statements, Respondent shall provide Financial Statements for the equity owners of the newly formed entity and the Respondent shall expressly state that the Respondent is a newly formed entity and does not have Financial Statements.	
21.	**Ratings Reports** Provide credit ratings reports for the most recently completed three (3) fiscal years of the Respondent from at least one nationally recognized statistical rating organization (NRSRO), including Standard & Poor's, Moody's Investors Service (Baa1 equivalent), or Fitch Ratings.	N/A
22.	**Financial Officer Certificate** Provide a certification from the Chief Financial Officer or equivalent officer of the company or companies whose Financial Statements are being provided that: (i) the Financial Statements that have been provided for its respective entity are true, correct and complete copies; and (ii) there have been no material adverse changes (e.g., recent changes, off-balance sheet liabilities, legal matters, recent events, material obligations and contracts) since the date that the attached audited Financial Statements were last audited (other than any that are disclosed in the certifications, as applicable). The certification must also confirm the following company financial capacity information evaluated under the Minimum Qualifications requirements set forth in Section 6.1(c) of the RFQ: (a) The company's assets under management as of the date of the SOQ submission; (b) The company's credit rating as of the date of the SOQ submission; and (c) The company's committed and undeployed capital available as of the date of the SOQ submission.	N/A

Attachment C: Past Performance Review Checklist

#	Past Performance Review	Yes	No
1.	Does any public entity listed on Form B (Past Performance Certification) indicate on Form C (Public Entity Questionnaire) that the Respondent bore the majority of the responsibility for any litigation identified on Form B?		
2.	Does any public entity listed on Form B (Past Performance Certification) indicate on Form C that the Respondent bore the majority of the responsibility for any arbitration identified on Form B?		
3.	Does any public entity listed on Form B (Past Performance Certification) indicate on Form C that they would not hire the Respondent again or that the Respondent is not eligible for re-hire by the public entity?		

See Section 6.3 of this RFQ for additional information regarding the Past Performance Review.

Respondents that receive a “yes” response on any item in this Attachment C will not move forward in the evaluation process.

A score of 4 or 5 on Question 2 in Form C (Public Entity Questionnaire) – “which party bore the majority of the responsibility for the litigation and/or arbitration initiated by the Respondent” – indicates that the Public Entity feels the bidder did bear the majority of the responsibility.

Attachment D: Form of Project Identification Agreement

~~[~~The form of the PIA is ~~under development and will be released in an Addendum.~~attached below. A term sheet of the anticipated terms of the PIA ~~has been~~was released with the initial RFQ release and is superseded by this ~~RFQ in the interim. The form of the~~draft PIA ~~will include Exhibits reflecting the minimum mandatory terms of the PDA and DLA.]~~.

CALIFORNIA
High-Speed Rail Authority

[STD 213 PLACEHOLDER]

EXHIBIT A

PROJECT IDENTIFICATION AGREEMENT

between the

California High-Speed Rail Authority

and

[*Developer*]

[*Date*], 2026

THIS PROJECT IDENTIFICATION AGREEMENT ("PIA and/or "Agreement") is entered into as of [October __, 2026], (the Effective Date), by and between the California High-Speed Rail Authority (the Authority) and ___________ (Developer), (together the "Parties" and each a "Party"), with reference to the following facts:

RECITALS

A. WHEREAS, the Authority is responsible for planning, designing, building, and operating the nation's first high-speed rail System under the California High-Speed Rail Program (Program).

B. WHEREAS, the Authority wishes to enter into a PIA with Developer in order for Developer to identify, assess, and propose for development one or more proposed projects as described below, and provide reasonably detailed supporting information and evidence of viability.

C. WHEREAS, under the PIA, the Authority and Developer will work collaboratively and in good faith to advance the objectives of the PIA, with the shared goal of originating, developing, implementing, and monetizing the California corridor-wide, long-term, energy resiliency and asset commercialization network (Cal CLEAN) and associated projects (CLEAN Projects).

D. WHEREAS, Developer shall propose, in connection with each proposed project, the terms and conditions applicable to the Pre-Development Phase activities, including real property interests, licenses, or access rights to be granted by the Authority; regulatory actions, permit applications, or governmental approvals to be pursued, and any Authority support required for such regulatory work; and any other contributions of resources, data, or cooperation that will be required from the Authority during the subsequent phases and/or agreements.

E. WHEREAS, for projects approved by the Authority, Developer shall negotiate in good faith with the Authority to develop the terms of one of more Pre-Development Agreements (PDAs) and potentially Development and Lease Agreements (DLAs). Through the development process being commenced with this PIA, the Authority intends to select projects to be further developed and evaluated and ultimately delivered through one or more DLAs to be entered into between the Authority and Developer.

NOW, THEREFORE, BE IT RESOLVED, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants of the Parties as set forth below, the Parties hereby agree as follows:

ARTICLE 1. PIA Objectives

This Agreement sets forth a framework for collaboration between the Authority and Developer with respect to the PIA Work (as defined herein) to achieve the following goals (the PIA Objectives):

(a) to establish a technically and financially viable path for the phased delivery of the California High-Speed Rail Program that best achieves the goals of the Program by leveraging private sector capital, innovation, expertise, and efficiency in design, construction, systems integration, finance, operations, and maintenance;

(b) to determine the most efficient commercial mechanisms to deliver that path by identifying and developing one or more CLEAN Projects;

(c) to identify, assess, and recommend viable CLEAN Projects to maximize revenue potential for the Authority and determine a viable delivery strategy for such projects;

(d) for Developer to propose and the Authority to review the (i) terms and conditions applicable to the Pre-Development Phase activities, including real property interests, licenses, or access rights to be granted by the Authority, (ii) regulatory actions, permit applications, or government approvals to be pursued, and (iii) any other contributions of resources, data, or cooperation that will be required from the Authority during the Pre-Development Phase or in connection with a subsequent DLA;

(e) selection by the Authority of one or more CLEAN Projects to be further developed during the Pre-Development Phase and ultimately delivered under one or more DLAs; and

(f) to negotiate in good faith the form of the PDA that will govern Pre-Development Phase activities for any CLEAN Project that the Authority, in its sole discretion, elects to advance.

ARTICLE 2. TERM

2.1 The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213), or as amended by the STD 213A. The initial term of this Agreement (Initial Term) shall commence on the Effective Date and expire six (6) months after the Effective Date.

2.2 The Initial Term may be extended by the Parties (as extended, the Term).

2.3 This Agreement is also subject to earlier termination as provided in the Contract Documents (as defined herein).

2.4 The PIA term may continue after the execution of a PDA in order to evaluate additional potential CLEAN Projects.

ARTICLE 3. OVERVIEW OF THE PIA WORK

3.1 Developer shall perform the PIA Work in accordance with the Contract Documents so as to best achieve the PIA Objectives.

3.2 The PIA Work shall be performed as described below and in more detail in the subsequent Articles of this Agreement:

(a) Developer shall perform due diligence and project identification activities for originating, developing, implementing, and monetizing the California corridor-wide, long-term, energy resiliency and asset commercialization network (Cal CLEAN) and associated CLEAN Projects within the HSR Corridor.

(b) Developer shall perform the work described herein with the primary objective of identifying, analyzing and providing a detailed proposal to the Authority for one or more CLEAN Projects for development (each, a Project Proposal).

(c) The Developer shall submit proposals to the Authority for (1) one or more CLEAN Projects it wishes to develop in the HSR Corridor and (2) one or more PDAs or, if a Project Proposal is sufficiently advanced, DLAs – subsequent potential agreements that will be awarded to the Developer subject to: (i) the Developer's successful identification of CLEAN Projects, (ii) the Authority's approval of such projects, and (iii) the Parties' mutual agreement on their respective obligations and other terms and conditions related to the development and implementation phases of the potential projects.

3.3 Developer specifically acknowledges and agrees that:

(a) the PIA Work is not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar work or any development agreement, or to perform the same or similar work itself or through its agents, except and unless otherwise agreed subsequently in writing by the Authority;

(b) neither this Agreement nor any acceptance of the PIA Work under this Agreement nor any performance of such work nor expenditure of any monies thereon shall grant or shall be deemed to have granted any rights to Developer to enter into any PDAs or DLAs; and

(c) the PIA Work is intended to reflect Developer's own analysis, market perspective, and professional judgment. While Authority personnel and advisors may respond to Developer's questions and provide clarifications regarding the provided information and the Program, such engagement is for informational purposes only and does not constitute direction, endorsement, or approval of Developer's analytical approach or conclusions. Developer shall not rely on the Authority's responses to questions as a substitute for its own analysis, nor shall the Authority's participation in the collaborative process contemplated by this Agreement be deemed to diminish Developer's obligation to bring its own expertise, commercial judgment, and market insight to the PIA Work and each Deliverable.

ARTICLE 4. PIA WORK

Developer shall perform PIA Work in accordance with the requirements set forth herein to the PIA, which is attached hereto and incorporated by reference.

4.1 General Obligations

4.1.1. Standard of Performance

The Developer shall perform all activities contemplated herein (collectively, the PIA Work) in a professional and diligent manner, consistent with the standards of care below. The Developer shall apply commercially reasonable efforts to identify viable CLEAN Projects within the HSR Corridor and to advance the objectives of the PIA. The Developer shall have reasonable discretion to determine the appropriate methods, analyses, and resources necessary to fulfill its obligations hereunder, consistent with the terms of the PIA.

4.1.2 Standards of Care

The Developer shall perform the PIA Work in accordance with the care and skill ordinarily exercised by Persons performing similar services under similar circumstances in the same locality, consistent with generally accepted industry standards.

The Developer and any contractors shall perform the PIA Work in accordance with the care and skill ordinarily exercised by experienced infrastructure developers and equity investors performing similar services under similar circumstances in the same locality, consistent with generally accepted industry standards.

4.1.3. Collaboration and Interim Briefings

The Developer shall collaborate with the Authority in the performance of the PIA Work, including by responding promptly to the Authority's reasonable requests for information, making Key Personnel available for meetings and briefings as reasonably requested, and providing the Authority with timely notice of any material developments that could affect the viability, scope, or timeline of any proposed CLEAN Project or activity generally.

The Developer shall conduct interim briefings with the Authority prior to submission of the Project Proposals, as reasonably requested by the Authority, at which the Developer shall present its preliminary findings, identify any material issues or constraints encountered during the PIA Work, and solicit the Authority's input on project priorities and preferences. The timing and format of the interim briefings shall be mutually agreed by the Parties.

4.2 CLEAN Project Identification and Project Proposals

CLEAN Projects include, but are not limited to, projects involving (a) utility-scale power generation from clean energy sources that are of a scale and have revenue-generating capacity sufficient to support meaningful revenue sharing with the Authority; and/or (b) transmission and distribution infrastructure or other revenue-generating technology or infrastructure (that is not related to rail infrastructure or rail operations and that does not interfere with the safe and efficient delivery or operation of the high-speed rail service, including, but not limited to information technology infrastructure, broadband, fiber optic infrastructure, or other station site development and development opportunities within the HSR Corridor.

4.3 Project Identification and Site Screening

4.3.1. HSR Corridor Review and Data Analysis

The Developer shall review and analyze all information made available by the Authority through the virtual data room established pursuant to the PIA for the purpose of identifying portions of the HSR Corridor that are potentially suitable for the development of CLEAN Projects. The Developer shall supplement the Authority's data with its own research and analysis as necessary to conduct a thorough and informed site screening process. Access to the data room will require execution of a Confidentiality Agreement/Non-Disclosure Agreement by the Developer (entities) and all employees granted access.

4.3.2. Site Visits and Physical Inspections

The Developer may conduct site visits and physical inspections of potential project locations in coordination with the Authority and in accordance with the Authority's site access protocols and/or instructions to be provided by the Authority to the Developer. The Developer shall provide the Authority with reasonable advance notice of all requested site visits and shall comply with all Authority safety requirements, operational restrictions, and escorted access requirements. The Developer shall bear all costs associated with its site visits and inspections.

4.3.3. Preliminary Site Screening Report

The Developer may submit to the Authority a Preliminary Site Screening Report identifying the portfolio of potential project sites evaluated by the Developer and summarizing the Developer's preliminary assessment of each site's suitability for a CLEAN Project development. The Preliminary Site Screening Report shall:

(a) Identify each site evaluated, with assessor's parcel numbers (APNs) and sufficient geographic specificity to allow the Authority to locate and assess the site;

(b) Summarize the key site screening criteria applied and the Developer's preliminary findings with respect to each site;

(c) Identify any sites that were evaluated that the Developer has preliminarily determined are not suitable for development, with a brief explanation of the basis for that determination; and

(d) Identify the sites that the Developer proposes to advance for further analysis and development of a Project Proposal.

The Preliminary Site Screening Report is intended as an interim working document to facilitate dialogue between the Parties.

4.3.4. Developer Project Proposal

No later than four (4) months following the Effective Date of this PIA, the Developer shall submit to the Authority a written Project Proposal for each CLEAN Project it proposes for advancement to the Pre-Development Phase. Each Project Proposal shall include, at a minimum, the following:

(a) **Project Description** – A description of the proposed project, including proposed location(s) within the HSR Corridor, anticipated commercial operation date, and a summary of the project's strategic fit with the Authority's goals, and for energy projects, a description of the technology type, estimated installed capacity (in MW or MWh, as applicable), and the proposed transmission and distribution strategy;

(b) **Site Assessment Summary** – A summary of the Developer's technical feasibility and site screening findings for the proposed project location, including identification of material site constraints and proposed mitigation measures related to civil, structural, and geotechnical considerations, site access and constructability constraints, and any proposed modifications to Authority infrastructure;

(c) **Interconnection Summary** – A summary of the Developer's preliminary interconnection analysis, if applicable, including the proposed interconnection pathway, connected entities, interconnection facilities, estimated interconnection costs and timeline, required network upgrades, and key interconnection risks and mitigation strategies;

(d) **Environmental, Permitting and Other Regulatory Summary** – A summary of the anticipated environmental review and permitting requirements for the proposed project, the proposed regulatory strategy and timeline, and identification of any material regulatory risks, including (i) potential NEPA or CEQA requirements, and (ii) preliminary identification of the other federal, state, and local permits, approvals, and authorizations required for the proposed project, including to the extent applicable, Federal Energy Regulatory Commission requirements, permits, and authorizations and applicable CPUC requirements, permits, and authorizations as set forth in the California Public Utilities Code and applicable CPUC General Orders and Decisions, and a proposed regulatory strategy and timeline. The regulatory summary shall be sufficient to inform the Authority's evaluation of the proposed project's regulatory risk and timeline, and to serve as the foundation for the development of a detailed regulatory strategy and schedule during the Pre-Development Phase;

(e) **HSR Back-up Power Details** – If the proposed CLEAN Project is an energy project and if requested by the Authority, a description (the requirements of which will be mutually agreed) of the proposed approach for using the proposed CLEAN Project, or a component thereof, to provide backup power for the Authority's System;

(f) **Preliminary Financial Analysis** – A preliminary project financial analysis, including estimated total project development and construction cost, proposed capital structure, projected annual revenues, and a proposed framework for revenue sharing with the Authority, including both fixed ground lease and variable revenue-based components, together with a description of the key assumptions underlying the financial analysis; and

(g) **Proposed Authority Support** – A description of any support the Developer will need from the Authority for the proposed project, including: (i) contributions of resources, cost reimbursement, or other financial contributions; (ii) data or technical diligence or support; (iii) regulatory or permitting support; (iv) infrastructure modifications or other accommodations; (v) any real property interests, licenses, or access rights to be granted by the Authority for the proposed project; or (vi) any other anticipated support measures.

4.3.5. Proposed Project Review and Approval Process

Upon receipt by the Authority from the Developer of a Project Proposal, the Authority will review and evaluate the Project Proposal as follows:

(a) Completeness review – The Authority will review each Project Proposal to confirm it satisfies the minimum content requirements. If the Authority determines a submission is incomplete, it shall notify the Developer in writing identifying the deficiencies, and the Developer shall submit supplemental information.

(b) Substantive review and Developer negotiations – The Authority will conduct a substantive review of each complete Project Proposal and may engage with the Developer to ask questions and request modifications or clarifications to certain aspects of the Project Proposal. The Developer shall make its personnel reasonably available to respond to and meet with the Authority during this review period. The Developer shall have the option to revise and resubmit its Project Proposal in response to the Authority’s requests.

(c) Authority decision – The Authority will notify the Developer in writing of its decision to: (i) approve the proposed project for advancement to the Pre-Development Phase and commence PDA negotiations; or (ii) decline to advance the project. The Authority's decision shall be final and made in its sole discretion.

(d) PDA negotiation – If the Authority approves a project for advancement, the Parties shall commence negotiation of the PDA.

4.4 PDA Terms and Negotiation

4.4.1 Proposed PDA Terms

Concurrent with its submission of the Project Proposal under Article 4.3.1, the Developer shall provide:

(a) Proposed Pre-Development Phase Scope – A description of the proposed scope and timeline for the Pre-Development Phase activities, including, at a minimum:

(i) The proposed scope of Pre-Development Phase activities, including technical engineering, environmental review, interconnection (if applicable), and regulatory work; and

(ii) The proposed Pre-Development Phase work plan and milestone schedule, including key deliverables and target completion dates.

(b) Proposed Authority Support – A description of any support the Developer will need from the Authority during the Pre-Development Phase and/or in connection with the DLA for the proposed project, including with respect to elements of Proposed Authority Support identified in Developer's Project Proposal.

4.4.2 PDA Negotiation

Following the Authority's approval of a Project Proposal for advancement to the Pre-Development Phase, the Developer shall negotiate in good faith with the Authority to finalize the form of PDA for the approved project. The form of PDA, together with the Developer's proposed PDA terms, shall serve as the basis for negotiations on the Pre-Development Phase obligations of the Parties and project-specific commercial terms for the PDA.

4.5 No Obligation or Commitment

The PIA does not obligate either party to execute any PDA, or other agreement, or to advance any project beyond the PIA Project Identification Phase, unless and until the Parties mutually agree upon the terms of and satisfy the conditions precedent to such an agreement.

The Authority is not bound to enter into a future agreement, including but not limited to a PDA and/or a DLA.

4.6 No Exclusivity

Nothing in the PIA restricts the Authority from pursuing CLEAN Projects or other commercialization opportunities independently or with any other party during the Project Identification Phase or thereafter.

Exclusivity for a specific approved project shall be addressed solely in the context of PDA and subsequent DLA negotiations for that project.

4.7 Future Agreements

The Parties acknowledge and agree that if the Authority approves a Project Proposal, the pre-development and development or implementation of the advanced project will be subject to a PDA and a DLA to be negotiated by the Parties.

ARTICLE 5. COORDINATION, COOPERATION, AND MEETINGS

5.1 The Parties agree to cooperate with each other, and to exercise reasonable efforts to cause their respective contractors to cooperate with each other, fairly, reasonably, and in good faith in all respects in connection with their respective performance under this Agreement, and to identify and coordinate their efforts and interfere as little as possible with each other's activities being undertaken with respect to the development of the Program. In particular, Developer agrees to perform under this Agreement in such a manner and at such times that the Authority or any other contractor or Authority personnel who has work to perform, or contracts to execute on behalf of the Authority, can do so without unreasonable delay.

5.2 As part of the PIA Work, Developer shall:

(a) conduct regular progress and review meetings with the Authority (every two weeks unless otherwise agreed), which may include review of Deliverables required in connection with the PIA Work;

(b) coordinate with the Authority's technical, financial, legal, and program management teams as designated by the Authority;

(c) present interim and final findings to Authority leadership as requested; and

(d) update the Authority regularly on the progress of all work and progress toward achievement of applicable schedules.

ARTICLE 6. COMPENSATION

6.1 Compensation for PIA Work

In consideration of the Developer's performance of the PIA Work, the Authority shall pay the Developer as lawful consideration the sum of one dollar ($1.00) upon termination of the PIA.

The Parties acknowledge that all PIA Work shall be conducted by the Developer at the Developer's sole cost and expense, and that the Authority has no obligation to reimburse or compensate the Developer for any PIA Work-related costs, expenses, or time incurred, regardless of whether any project is approved for advancement to the Pre-Development Phase.

ARTICLE 7. ORDER OF PRECEDENCE; DEFINITIONS; STANDARDS OF CARE

7.1 Contract Documents Order of Precedence

7.1.1 This Agreement includes all Contract Documents identified below, which are incorporated herein and made a part of this Agreement.

7.1.2 Except as otherwise provided in Article 7.1.3, in the event of any conflict, ambiguity, or inconsistency, the terms of the Contract Documents shall be construed in the following order of precedence, from highest to lowest:

(a) Terms contained in this Agreement, including the STD 213, Exhibit A and Appendices;

(b) Terms contained in Exhibit B, Request for Qualifications for a Cal CLEAN Partnership, RFQ No. HSR26-20, Addendum _______.

7.1.3 Any amendment to a Contract Document shall take precedence over the term(s) it amends. In the event of any conflicts, inconsistencies, or ambiguities between documents of the same level of precedence, the term, provision, or document requiring the higher level of services or stricter performance shall govern

7.1.4 Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any applicable requirement under Law and any other requirement of this Agreement, the applicable requirement under Law will take precedence.

7.2 Definitions

Capitalized terms and abbreviations used in this Agreement have the meanings set forth in Appendix 1 (Definitions).

7.3 Headings and Rules of Construction

7.3.1 The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

7.3.2 All references herein to the singular shall include the plural, and vice versa.

7.3.3 Wherever the word “including”, “includes”, or “include” is used in the Agreement, it is deemed to be followed by the words “without limitation.”

7.3.4 Unless expressly provided otherwise, all references to Articles, Sections, and Appendices refer to the Articles, Sections, and Appendices of this Agreement.

ARTICLE 8. SMALL BUSINESS PROGRAM

The Authority’s HSR Small Business Program Plan, November 2, 2023 (HSR SB Program Plan) is in compliance with the Best Practices of 49 C.F.R. Part 26, Government Code §§ 4532-4535, 11148.5, 12098.4, and 14835-14846, California Executive Orders S-02-06 and D-43-01, Military and Veterans Code 999, Title VI of the Civil Rights Act of 1964, and related statutes. Work performed under any PDA(s) or DLA(s) may be funded with blended state and federal funds. For contracts with blended funds, the HSR SB Program Plan establishes a 25 percent Small Business (SB) goal on the state portion of the contract, which includes a 3 percent Microbusiness (MB) goal; a separate 10 percent Disadvantaged Business Enterprise (DBE) goal (subject to U.S. DOT Interim Final Rule determination/requirements), which will be applied across the total contract value; and a separate 3 percent Disabled Veteran Business Enterprise (DVBE) goal, which will be applied across the total contract value.

The Authority has determined that the PIA work under this Agreement will not be subject to the Authority's SB Program requirements, but the work performed under any PDA(s) or DLA(s) will be subject to those requirements.

ARTICLE 9 KEY PERSONNEL

9.1 Developer shall provide personnel with sufficient experience and training to competently manage and perform the PIA Work.

9.2 Developer shall retain, employ, and utilize the individuals specifically listed in the Developer SOQ to hold the Key Personnel positions identified in Appendix 3, Key Personnel for the life of this Agreement to the extent practicable and to the extent necessary to maximize the quality of work performed hereunder.

9.3 If Developer decides to replace any Key Person, Developer shall notify the Authority in writing of the desired change. No such changes shall be made until replacement personnel are recommended by Developer and approved in writing by the Authority, which approval shall not be unreasonably withheld or delayed. Qualifications for such replacement person shall be greater than or equal to those of the replaced Key Person.

9.4 If, during the term of this Agreement, the Authority determines that the performance of a Key Person is not acceptable, the Authority shall notify Developer and give Developer the time which the Authority considers reasonable to correct such performance. Thereafter, the Authority may require Developer to reassign or replace such Key Person. If the Authority notifies Developer that a Key Person should be replaced, Developer shall use its best efforts to replace such Key Person within 45 Days of the Authority's notice.

9.5 Actions taken by the Authority under this Article 9 shall not relieve Developer of its responsibility for contractual or professional deficiencies, errors, or omissions.

ARTICLE 10. RESERVED

ARTICLE 11. SUBCONTRACTORS

11.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any Subcontractors, and no Subcontract shall relieve Developer of its responsibilities and obligations under this Agreement. Developer agrees to be as fully responsible to the Authority for the acts and omissions of its Subcontractors and of Persons either directly or indirectly employed by any of them as it is for the acts and omissions of its Subcontractors and of Persons either directly or indirectly employed by Developer.

11.2 Developer's obligation to pay its Subcontractor is an independent obligation from the Authority's obligation to make payment to Developer. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any Subcontractor.

11.3 Unless specifically noted otherwise, any Subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

ARTICLE 12. AMENDMENT

12.1 This Agreement may be modified by amendment with mutual consent of the Parties as to time and other provisions to the extent allowable by law.

12.2 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not incorporated in writing is binding on any of the Parties.

12.3 Developer shall only commence work covered by an amendment after the amendment is executed.

ARTICLE 13. CONFIDENTIALITY OF DATA

13.1 All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to Developer in order to carry out this Agreement, shall be protected by Developer from unauthorized use and disclosure. Nothing in this Article 13.1 prevents disclosure in the following circumstances:

(a) as required by Law, subpoena, or stock-exchange rule;

(b) to lenders, insurers, or professional advisers under obligations of confidentiality; or

(c) of information already in the public domain.

Notwithstanding any provision in this Agreement, Developer shall notify the Authority by the fastest means available, not later than 48 hours after receipt, of any subpoena, warrant, court order, service of process, California Public Records Act (Gov. Code, § 7920.00 et seq.) request, and or other legal request (collectively, "Requests"" herein) which seek Project or Program documents or records, documents or records related to the Work under this Agreement, and/or seeks access to the Authority's data, unless such notification is prohibited by law. Unless prohibited by law, Developer shall also provide written notice to the Authority's Chief Counsel, Contract Manager and to the Authority's Chief Information Security Officer (CISO) or designee. Unless prohibited by law, Developer shall not respond to such Requests unless authorized in writing to do so by the Authority and shall not respond to such Requests directed at Developer without first notifying the Authority in writing. Unless prohibited by law, Developer shall provide the Authority with its intended responses to such Requests with adequate time for the Authority to review, revise, and, if necessary, seek a protective order.

13.2 Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize Developer to further disclose such information or to disseminate the same on any other occasion.

13.3 Developer shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Developer's own personnel, including Subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

13.4 Developer shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

13.5 Any Subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article 13.

ARTICLE 14. CONFIDENTIALITY CLAUSE

14.1 The terms and conditions of this Agreement and the work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law. Any disclosure in violation of this Article shall be deemed a material breach of this Agreement.

14.2 Developer agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement.

14.3 Developer agrees to include in all subcontracts and enforce the requirements of this Article 14. This provision is intended for the benefit of the Authority.

ARTICLE 15. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

15.1 Ownership of Work Product

During the Term and upon completion of any and all PIA Work under this Agreement or upon any earlier termination of this Agreement, subject to the exclusions set forth in Articles 15.2 through 15.4 with respect to ownership of Intellectual Property and without limiting Article 22.3 with respect to licensing of software not owned by the Authority, all ownership and title to all Deliverables, reports, documents, plans, specifications, electronic documents, estimates, financial and other models and data produced as part of this Agreement (collectively, Work Product) will automatically be vested in and owned by the Authority without restriction or limitation on its use and no further agreement will be necessary to transfer ownership to the Authority. Developer shall furnish the Authority all necessary copies of Work Product.

15.2 Developer Intellectual Property

15.2.1 Ownership. All Developer Intellectual Property is owned by, and shall remain the property of, Developer, Subcontractors, and Key Personnel, as applicable.

15.2.2 License Grant. Developer hereby grants to the Authority, and shall cause each Subcontractor and Key Personnel, as applicable, to grant to the Authority, an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to use, execute, perform, sublicense, manufacture, distribute, reproduce, adapt, display, and prepare derivative works of Developer Intellectual Property, including any Updates, solely in connection with the PIA Work, any PDA, any DLA, and any other agreement or undertaking in connection with the Program.

15.2.3 Disclosure. Developer shall clearly identify and disclose to the Authority all Developer Intellectual Property prior to incorporation into or combination with PIA Intellectual Property, including (when reasonably available): full and specific information detailing Intellectual Property claimed, date of authorship, creation and/or invention, date of application(s), application number(s) and registering entity(ies), date of registration(s), registration number(s) and registering entity(ies), if any. Developer's failure to identify or disclose any Developer Intellectual Property as required under this Article shall not, in and of itself, constitute a waiver of Developer's ownership of such Developer Intellectual Property.

15.2.4 Delivery. Developer shall deliver PIA Materials which embody Developer Intellectual Property to the Authority prior to incorporation into or combination with PIA Intellectual Property.

15.3 Third Party Intellectual Property

15.3.1 Developer shall secure license(s) in the name of the Authority to use, execute, perform, sublicense, manufacture, distribute, reproduce, adapt, display, transfer, and prepare derivative works of the Third Party Intellectual Property in connection with this Agreement, including any Updates, including a representation and warranty that the Third Party Intellectual Property does not infringe the rights, including Intellectual Property rights, of any other Person. The Authority will review and approve, in its discretion, any license(s) pursuant to this Article 15.3.1 and in no event shall Developer incorporate Third Party Intellectual Property into the PIA Work without first securing such licenses.

15.3.2 Delivery. Developer shall secure consent from the owner of Third Party Intellectual Property to deliver PIA Materials which embody Third Party Intellectual Property to the Authority concurrent with the license grant and delivery pursuant to Article 15.2.

15.4 Developed Intellectual Property

15.4.1 Ownership. Developer acknowledges and agrees that all Developed Intellectual Property is created at the request of the Authority, owned by the Authority upon creation, invention, or authorship, or is hereby assigned to the Authority. Developer further acknowledges and agrees that all Developed Intellectual Property is subject to the U.S. Copyright Act of 1976 (Copyright Act) and will be created as a work made for hire in accordance with Section 101 of the Copyright Act, and the Authority will be the owner and legal author thereof. Developer hereby assigns to the Authority, without restriction or condition precedent: (a) all rights, title, and interest in and to the Developed Intellectual Property; and (b) physical possession and all rights, title, and interest in PIA Materials, including Documentation. To perfect or register the Authority's Intellectual Property rights under this Article 15.4, Developer hereby irrevocably and exclusively assigns all right and title to, and interest in Developed Intellectual Property to the Authority immediately upon creation, authorship, development, or invention without any restriction, limitation, or condition precedent thereto. Developer shall execute such further documents and do such further acts as may be necessary to perfect, register, or enforce the Authority's ownership of such rights, in whole or in part. If Developer fails or refuses to execute any such documents, Developer hereby appoints the Authority as Developer's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Developer's behalf and to execute such documents.

15.4.2 Delivery. Developer shall deliver all PIA Materials which embody Developed Intellectual Property as soon as reasonably practical following creation, authorship, or invention. Developer acknowledges and agrees that the Authority will be the owner, with an immediate possessory right, of all PIA Materials, regardless of the delivery date or whether or not the Authority maintains physical control over such PIA Materials.

15.4.3 License Grant. The Authority hereby grants to Developer and any Subcontractor (solely to the extent necessary for such Subcontractor to perform the PIA Work subcontracted to it) a limited, non-exclusive license to: (i) use, execute, perform, manufacture, distribute, reproduce, adapt, or display Developed Intellectual Property solely in connection with and limited to the performance of PIA Work; and (ii) to the extent such Developed Intellectual Property comprises non-PIA specific elements or non-Program specific elements, to reuse such elements in connection with other projects of Developer and its Subcontractors outside the United States, subject in all cases to the confidentiality and security obligations set out in this PIA and without affecting the Authority's ownership of the Developed Intellectual Property or its ability to use such Developed Intellectual Property for any purpose.

15.5 Subcontract Requirement

Any Subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all of the provisions in this Article.

ARTICLE 16. INSURANCE; INDEMNIFICATION

16.1 Insurance

Developer shall maintain insurance coverage customary for the nature and risks of the PIA Work and comply with the insurance requirements set forth in Appendix 2 (Insurance Requirements), except as may otherwise be approved by the Authority in writing.

16.2 Indemnification

16.2.1 Developer agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by any acts, negligence, errors or omissions, fault, willful misconduct, violation of law, or breach of contract of Developer and its team in connection with the PIA Work. Developer will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined by a final judgment to be due to any acts, negligence, errors or omissions, fault, willful misconduct, violation of law, or breach of contract of Developer. Developer's indemnification herein with regard to third parties shall arise only to the extent caused by the acts, negligence, errors or omissions, fault, willful misconduct, violation of law, or breach of contract of Developer with regard to such third parties.

Notwithstanding the foregoing provisions of this Article 16.2.1, Developer's indemnification and reimbursement obligations in this Agreement shall not apply to the extent that any such claims, demands, costs, or liabilities are directly caused by or resulting from the sole negligence or willful misconduct of the Authority, Federal Railroad Administration, or State of California.

16.2.2 No Party shall have liability to the other Party for any: (a) loss of profit (whether direct, indirect or consequential); (b) loss of revenue, loss of production or loss of business (in each case whether direct, indirect, or consequential); (c) loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct, indirect, or consequential); (d) loss of bargain (whether direct, indirect, or consequential); or © any other indirect, consequential, or special loss.

16.2.3 Nothing in Article 16.2 will operate to exclude or restrict Developer's liability to the Authority for: (a) death or personal injury resulting from Developer's negligence or the negligence of a person for whom Developer is vicariously liable; (b) Developer's fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom Developer is vicariously liable; (c) gross negligence, or for violating state or federal law; or (d) any damage or loss to the extent covered by the insurance policies required under this Agreement to the extent of the limits required under the Agreement, provided that, for purposes of determining such coverage, Developer shall be deemed to have maintained the insurance required in Appendix 2 , including the applicable limits set forth therein.

16.2.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Article 28, no Party shall have any liability to the other Party under this Agreement if the Parties are unable to reach agreement on the terms of any PDA or DLA after engaging in good faith negotiations, provided that, with respect to Developer's liability to the Authority, Developer shall not have discontinued PIA Work in breach of Article 28.

ARTICLE 17. SETTLEMENT OF DISPUTES

17.1 The Parties agree to use their best efforts to resolve any dispute arising under this Agreement (Dispute) in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties (e.g., mediation).

17.2 To the extent consistent with laws, for any Dispute that is not disposed of by mutual agreement in Article 17.1 within forty-five (45) Days after it arises, Developer may submit the Dispute to the Authority's Chief of Administration or designee for their decision. The Authority's Chief of Administration or designee may consider any written or verbal evidence submitted by Developer. The decision of the Authority's Chief of Administration or designee shall be made in writing and delivered to Developer within forty-five (45) Days after the date on which the Dispute was submitted to them in writing, and will be the final decision of the Authority. The final decision of the Authority is not binding on Developer. The timeframes set forth in this Article may be extended by mutual agreement of the Parties.

17.3 In the event of a Dispute, the language contained within this Agreement shall prevail over any other language.

17.4 Neither the pendency of a Dispute nor its consideration by the Authority's Chief of Administration or designee will excuse Developer from full and timely performance of the PIA Work in accordance with the terms of this Agreement.

ARTICLE 18. MISCELLANEOUS STATE REQUIREMENTS

Developer shall comply with the requirements set forth herein.

18.1 Contractor Certification Clauses

The Developer shall execute the State of California's CONTRACTOR CERTIFICATION CLAUSES (CCC) contained in the document CCC 04/2017, which are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18.2 Timeliness

Time is of the essence in this Agreement.

18.3 Notification of Third-Party Claims

The Developer shall provide timely notification to the Authority of the receipt of any third-party claims relating to the Agreement.

18.4 Recycling

Developer shall certify in writing, under penalty of perjury, the minimum, if not exact percentage of post consumer material in products, materials, goods, or supplies offered or sold to the Authority, regardless of whether the product meets the requirements of Public Contract Code Section 12209. The certification shall be provided regardless of content, even if the product contains no recyclable material. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

18.5 Independent Contractor

Developer, and the agents and employees of Developer, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Authority.

18.6 Antitrust Claims

The Developer by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Developer shall comply with the requirements of the Government Codes Sections set out below.

(a) The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State of California or the subdivision or agency making a public purchase. Government Code Section 4550.

(b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

(c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

(d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

18.7 Child Support Compliance Act

For any Agreement in excess of $100,000, the Developer acknowledges in accordance with Public Contract Code 7110, that:

(a) The Developer recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The Developer, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

18.8 Priority Hiring Considerations

If this Agreement includes services in excess of $200,000, the Developer shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

18.9 Small Business Participation and DVBE Participation Reporting Requirements

(a) The PIA does not require compliance with the Authority's Small Business goals.

(b) If for this Agreement, the Developer makes a commitment to achieve small business participation, then Developer must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

(c) If for this Agreement Developer makes a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Developer must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the Developer received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Developer; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

18.10 Generative AI Disclosure Obligations

(a) The following terms are in addition to the defined terms and shall apply to the Agreement:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

(b) Developer shall immediately notify the Authority (separately and on behalf of the State) in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Agreement performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

(c) Notification shall be provided to the Authority identified in this Agreement, including the Authority Contract Manager.

(d) At the direction of the Authority, Developer shall discontinue the provision to the Authority of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the Authority and/or the State of California, or Agreement performance, as determined by the Authority.

(e) If the use of previously undisclosed GenAI is approved by the Authority and/or the State, then Developer will update the Deliverable description, and the Parties will amend the Agreement accordingly, which may include incorporating the GenAI Special Provisions into the Agreement, at no additional cost to the Authority.

(f) The Authority and/or the State, at its sole discretion, may consider Developer’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a material impact to the functionality of the System, risk to the State and/or the Authority, or Agreement performance. The Authority is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

18.11 Loss Leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).

18.12 Budget Contingency Clause

(a) It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the Work. In this event, the Authority shall have no liability to pay any funds whatsoever to the Developer or to furnish any other considerations under this Agreement and the Developer shall not be obligated to perform any provision of this Agreement.

(b) After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.

(c) This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or California State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

18.13 Prompt Payment Act

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

ARTICLE 19. NONDISCRIMINATION COMPLIANCE

19.1 During the performance of this Agreement, Developer and its Subcontractors shall not deny the Agreement's benefits to any Person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Developer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

19.2 Developer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900, et seq.) the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, section 11000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

19.3 Developer shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

19.4 Developer and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19.5 Developer shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under this Agreement.

ARTICLE 20. CONFLICT OF INTEREST

20.1 Developer certifies by execution of this Agreement, that the Agreement was not obtained through rebates, kickbacks, or other unlawful considerations either promised or paid to an Authority employee. In addition to any other applicable legal prohibitions, failure to adhere to the certification may be cause for contract termination and recovery of damages under the rights and remedies due the Authority under the termination for cause provisions of the Agreement.

20.2 Developer and its employees, and all of its Subcontractors, subconsultants, and their employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.

20.3 Developer may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or subconsultant whom the Authority's Legal Office, in consultation with the Authority's Contract Manager or designee, determines is a designated employee under the Political Reform Act, subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the PIA Work to be performed by the employee or subconsultant. Each employee and subconsultant determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performs the same nature and scope of work as Developer.

20.4 Developer shall compile and maintain documentation of compliance with this section as to: (a) all employees or subconsultants required by the Authority's Legal Office to submit a Fair Political Practices Commission's Form 700, and (b) any mitigation requirements resulting from an Organizational Conflict of Interest Determination issued by the Authority's Legal Office.

20.5 To the extent that mitigation measures are required as to Developer and/or any of its subconsultants, Developer is required to self-certify annually that all required organizational conflict mitigations are in place and have been enforced.

20.6 The Authority's Contract Manager for this Agreement is responsible for enforcing and providing oversight related to any required conflict mitigation measures.

ARTICLE 21. LICENSES AND PERMITS

21.1 Developer shall be an individual or firm authorized to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law, including professional and contractor licenses and registrations, Certificates of Status, etc., for accomplishing any work required in connection with this Agreement.

21.2 If Developer is located within the State of California, a business license from the city/county in which Developer is headquartered is necessary; however, if Developer is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Developer's headquarters is located outside the State of California, the Authority requires a copy of the business license (or that state's equivalent documentation) for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.

21.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Developer agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) Days following the expiration date. In the event Developer fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

21.4 All Subcontractors shall be licensed for the work they are conducting if licensing would be required of Developer for that work.

ARTICLE 22. COMPUTERS AND COMPUTER SOFTWARE

22.1 Developer shall provide its own computer equipment to perform the PIA Work.

22.2 For agreements in which software usage is an essential element of performance under this Agreement, Developer certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

22.3 To the extent that Developer procures or develops any software in connection with performing the PIA Work under this Agreement that is not owned by the Authority, Developer hereby grants to the Authority and the Authority accepts from Developer, a perpetual, irrevocable, royalty-free, non-exclusive, license to use such software in the conduct of the Authority's own business.

ARTICLE 23. CONTINGENT FEE

Developer warrants by execution of this Agreement, that no Person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Developer for the purpose of securing business. For breach or violation of this warranty, the Authority shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 24. NON-WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by Developer of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

ARTICLE 25. SCOPE OF DEVELOPER'S AUTHORITY

Developer shall have no authority to act on behalf of the Authority other than as expressly provided in this Agreement. Developer is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the Authority. Developer lacks any authority to bind the Authority on any contractual matters. Final approval of all contractual matters that propose to obligate the Authority must be executed by the Authority in accordance with the Authority's rules and applicable law.

ARTICLE 26. SURVIVAL

26.1 Subject to Article 26.2, Developer's obligations under Article 13 (Confidentiality of Data) and Article 14 (Confidentiality Clause) and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts entered into with Subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Authority.

26.2 The provisions set forth in Article 26.1 shall cease to have any force and effect from the date that is three (3) years after the termination or expiration of this Agreement.

26.3 The following provisions shall survive the expiration or earlier termination of this Agreement and/or the completion of the PIA Work: Developer's representations and warranties; the indemnifications, limitations and releases; the express obligations of the

Parties following termination; and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the PIA Work.

ARTICLE 27. STOP WORK

27.1 The Authority's Contract Manager may, at any time, by written notice to Developer, require Developer to stop all or any part of the PIA Work being performed under this Agreement.

27.2 Upon receipt of such stop work order, Developer shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to the PIA Work stopped.

27.3 Developer shall resume the stopped PIA Work only upon receipt of written instruction from the Authority's Contract Manager canceling the stop work order.

27.4 If, as a result of a stop work order, the PIA Work is stopped for a period of time that impacts Developer's ability to meet one or more deadlines under this Agreement, the Parties shall work collaboratively to update the Agreement.

27.5 If the duration of a stop work order exceeds thirty (30) Days, the Authority will reimburse Developer for any unavoidable immobilization costs related to site investigation work incurred by Developer as a result of the stop work order.

ARTICLE 28. TERMINATION; COMPENSATION ON TERMINATION

28.1 Termination for Convenience

28.1.1 Notwithstanding anything else to the contrary, the Authority reserves the right to terminate this Agreement for convenience, in whole or in part, upon written notice to Developer with immediate effect. The Authority will provide a Notice of Termination under Article 31.5.

28.1.2 Upon delivery of such notice, Developer shall stop progressing the relevant PIA Work and take all necessary steps to promptly comply with the notice.

28.2 Termination for Cause

28.2.1 Notwithstanding anything to the contrary in this Agreement, the Authority reserves the right to terminate this Agreement, in whole or in part, upon written notice to Developer with immediate effect in the event of any material breach by Developer of its obligations under this Agreement that is not cured within five (5) Business Days of written notice thereof by the Authority to Developer.

28.2.2 In the case of other breaches (including a breach or failure of performance by Developer of the PIA Work) the Authority shall provide Developer with thirty (30) Days' prior written notice of such breach and an opportunity to cure. The Authority and Developer may meet to discuss a cure. If such breach is not cured within thirty (30) Days (or such other period as may be agreed by the Authority and Developer) after receipt of such notice (or if such default cannot be cured within such thirty (30)

Day period), the Authority shall be entitled to terminate this Agreement in whole or in part upon further written notice with immediate effect.

28.3 Developer Election to Discontinue PIA Work

If:

(a) the Authority does not approve a Project Proposal within sixty (60) Days of Developer's initial submission of the Project Proposal (or such longer period as may be agreed to by the Parties); or

(b) the Parties are unable to reach agreement in principle on the terms of a PDA within ninety (90) Days (or such longer period as may be agreed to by the Parties),

Developer shall have the right to discontinue any further PIA Work under this Agreement upon five (5) Business Days' prior written notice thereof to the Authority, provided that Developer shall have used its best efforts and negotiated in good faith with the Authority to reach agreement on such terms. Upon expiration of such five (5) Business Day period, this Agreement shall be deemed terminated without cause.

28.4 Termination Notice to Subcontractors and Suppliers

Developer shall notify all Subcontractors and Suppliers under this Agreement of the termination date of this Agreement.

28.5 Event of Termination

In the event of any termination pursuant to Article 28.1, Article 28.2, or Article 28.3:

(a) Developer shall cooperate in all respects with the Authority. Such cooperation shall include delivery of all Work Product, all PIA Materials which embody Developed Intellectual Property (to the extent not included in Work Product), and any other assistance, information, or documents reasonably requested by the Authority.

(b) The Authority reserves the right to:

(i) proceed with any other action as the Authority deems appropriate for delivery of the Program or portion thereof, including soliciting from, negotiating with, or awarding a contract to any other contractor for the design, construction, financing, operation, and/or maintenance of the Program or portion thereof; or

(ii) not proceed with the Program or a portion thereof, potentially seeking other alternatives to meet any Program goals.

28.6 Exclusive Termination Rights

This Article 28 contains the entire and exclusive provisions and rights of the Authority and Developer to terminate this Agreement, and each Party waives, to the maximum extent permitted by law, any and all other rights to terminate at law.

28.7 Release

Upon termination as provided in this Article 28 (Termination), Developer agrees to release the Authority from any and all further claims related to, arising out of, or in connection with this Agreement, its early termination or the PIA Work.

ARTICLE 29. REPRESENTATIONS, WARRANTIES, AND COVENANTS

29.1 Developer's Representations, Warranties, and Covenants

Developer represents, warrants, and covenants for the benefit of the Authority that:

(a) Status – Developer is a duly organized and validly existing ___ created under the laws of the State of ____, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right, and authority to execute and deliver this Agreement and to perform each and all of the obligations of Developer provided for herein.

Developer has delivered to the Authority true, complete, and executed copies of its organizational documents, including its California Secretary of State Certificate of Status dated _____________, 2026.

(b) Execution and Delivery – Developer has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

(c) Authorization – Each Person executing this Agreement or any other Contract Document on behalf of Developer has been, or will at such time be, duly authorized to execute each such document on behalf of Developer.

(d) No Conflict with Governing Instruments – Neither the execution and delivery by Developer of this Agreement and any other Contract Documents to which Developer is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of Developer or any other agreements or instruments to which it is a party or by which it is bound.

(e) Compliance – As of the date hereof, Developer is in material compliance with all laws applicable to Developer or its activities in connection with this Agreement.

(f) Developer and Subcontractor Qualifications – Developer and all of its Subcontractors are, and will be and will remain, fully experienced and properly qualified to perform the PIA Work, and are, and throughout the Term shall remain, properly licensed, equipped, organized, and financed to perform the PIA Work hereunder and shall perform it in accordance with the Standards of Care.

(g) Control of Employees and Subcontractors – Developer shall maintain complete control of its employees, and its Subcontractors of all tiers, and shall not assign or transfer PIA Work from itself or any Subcontractor to itself or any other Subcontractor without the written consent of the Authority's Contract Manager.

(h) Legal Proceedings – There is no action, suit, proceeding, investigation, or litigation pending and served on Developer or any Equity Member which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of Developer representative(s) executing this Agreement or any other Contract Documents; and Developer has disclosed to the Authority any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which Developer is aware.

(i) Applicable Laws – Prior to entering into the Agreement, it has familiarized itself with the requirements of all applicable laws, and the requirements for applicable licenses and permits, and other Governmental Approvals.

(k) Qualified to Transact Business – It is duly qualified or registered to transact business in the State of California.

(l) Authority Data – Any collection, storage, processing, use, and distribution of Authority Data shall conform to the confidentiality, privacy obligations, and data security requirements of this Agreement.

(m) Truth and Accuracy – The statements and certifications Developer has provided to the Authority with respect to the PIA Work and this Agreement are true, complete, accurate, and current as of the date of this Agreement, including all cost and pricing documentation, data, and other technical, financial, or statistical information furnished by Developer to the Authority.

(n) Quality of the Work – Developer warrants that the PIA Work will be performed in accordance with the Standards of Care herein and all applicable laws.

29.2 Authority's Representations and Warranties

The Authority hereby represents and warrants to Developer as follows:

(a) Status – The Authority is a legislatively authorized transportation authority and has full power, right, and authority to execute and deliver this Agreement and to perform each and all of the obligations of the Authority provided for herein.

(b) Authorization – Each person executing this Agreement or any other Contract Document on behalf of the Authority has been, or will at such time be, duly authorized to execute each such document on behalf of the Authority.

(c) No Conflict with Governing Instruments – Neither the execution and delivery by the Authority of this Agreement and any other Contract Documents to which the Authority is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of the Authority or any other agreements or instruments to which it is a party or by which it is bound.

29.3 The representations and warranties set forth in this Article 29 shall survive expiration or earlier termination of this Agreement.

ARTICLE 30. ASSIGNMENT; NOVATION; RESTRICTIONS ON EQUITY TRANSFERS AND CHANGE OF CONTROL

30.1 Restrictions on Assignment

30.1.1 Developer shall not assign, transfer, convey, or otherwise dispose of this Agreement (or its right, title, or interest in it or any part of it) without the consent of the Authority in the form of a formal written amendment, which consent shall not be unreasonably withheld.

30.1.2 No right under this Agreement shall be asserted against the Authority, in law or in equity, by reason of any assignment of this Agreement, or any part thereof, unless authorized by the Authority as specified in this Article 30.

30.1.3 Any assignment of proceeds of this Agreement shall be subject to all proper setoffs and withholdings in favor of the Authority and to all deductions specified in this Agreement. All monies withheld, whether assigned or not, shall be subject to being used by the Authority for completion of the PIA Work, pursuant to the terms of this Agreement. In the event that the Authority consents to such assignment of monies, written notice thereof shall be given by Developer to the Authority at least ten (10) Days before payment is due.

30.2 Restrictions on Equity Transfers and Change of Control

Each of the following transactions shall be subject to the Authority's prior written approval, which may be withheld or conditioned in its sole discretion:

(a) Change of Control;

(b) Equity Transfer that results in any Equity Member ceasing to own (directly or indirectly) the same percentage of the issued share capital, partnership, or membership interests, as applicable, in Developer that it owned (directly or indirectly) as of the Effective Date; and

(c) Voluntary or involuntary sale, assignment, conveyance, transfer, pledge, mortgage or other encumbrance of all right, title, and interest of Developer in, to, under, or derived from the Contract Documents, or any portion thereof.

ARTICLE 31. MISCELLANEOUS PROVISIONS

31.1 Enterprise Document Control Requirements

The Developer shall comply with the Authority's Enterprise Document Control Policy and all associated procedures, standards, and guidance. The Developer shall support a centralized, enterprise-wide approach to document control that maintains accuracy, traceability, security, regulatory compliance, and audit readiness throughout the contract lifecycle.

All controlled documents shall be managed within the organization's approved Electronic Document Management System ("EDMS"), which serves as the official system of record. Document control applies to all controlled project information including but not limited to:

(a) Engineering and technical documents

(b) Construction records

(c) Contracts and Procurement documents

(d) RFIs, submittals, and transmittals

(e) Quality, safety, and environmental records

(f) Administrative and program management records

All documents shall be retained in accordance with applicable laws, contract requirements, and Authority Records Retention Schedules as outlined in the Authority's Records Management Policy, including permanent retention where required. The Developer shall support Authority and oversight (FRA/FTA) audits, provide access and records on request, and report document control performance metrics as directed by the Authority. All records remain the property of the Authority and shall be delivered at closeout in usable native and neutral formats with documented chain of custody.

31.2 Audit

The Developer agrees that the Authority, the Department of General Services, the Bureau of State Audits/California State Auditor, or their designated representative(s), will have the right to review and to copy any records and supporting documentation pertaining to the performance of the PIA. Developer agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Developer agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Developer agrees to include a similar right of the Authority to audit records and interview staff in any subcontract related to performance of the PIA. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

31.3 Retention, Access, and Inspection of Records

The Developer agrees to permit the Authority, the High-Speed Rail Authority Office of the Inspector General, and/or their authorized representatives, to access, examine and reproduce by any means whatsoever or to copy excerpts and transcriptions of as reasonably needed any data, documents, reports, records, contracts and supporting information (collectively, Records) relating to the PIA and/or the project (as defined in Public Utilities Code section 187010) for the purpose of conducting an audit, examination, review, or investigation. (See Public Utilities Code sections 187000 – 187038.) Developer agrees to allow such access to Records during normal business hours and to allow interviews of any officers, employees, subcontractors or others who might reasonably have information related to such Records. This right of access and inspection of Records is a similar right of the State of California to audit records pursuant to Government Code section 8546.7 and shall also be granted to any subcontract related to performance of the PIA.

Developer agrees to maintain such Records for possible audit examination, review, or investigation for a minimum of three years after final payment, unless a longer period of records retention is required herein.

To the extent applicable, Developer will comply with all findings and recommendations that result from such audits, examinations, reviews, or investigations.

The Developer will include this provision in all lower-tier subcontracts / subagreements entered into as a result of the PIA.

31.4 Legal Notice

31.4.1 This Article 31.5.1 is not intended to apply to normal, daily communication between the Parties related to the progress of work. This Article 31.5.1 applies to situations where notice is required to be given by the Agreement or the Parties are asserting their legal rights and remedies. This Article 31.5.1 is not intended to replace any other applicable legal requirements.

31.4.2 Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Developer:		**Authority:**	Christine M. Ciccotti
Title:		Title:	General Counsel (Chief Counsel)
Company:		Company:	California High-Speed Rail Authority
Address:		Address:	770 L Street, Suite 620 Sacramento, CA 95814
Telephone / Email:		Telephone / Email:	(916) 908-0892 **legal@hsr.ca.gov** and copy to **Christine.Ciccotti@hsr.ca.gov**

31.4.3 The Contract Managers shall also be notified via email when a notice is sent.

31.4.4 Notice shall be effective when received, unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the Effective Date shall be postponed until the next Business Day.

31.5 Entire Agreement

This Agreement constitutes the complete and entire agreement between the Authority and Developer with respect to the subject matter of this Agreement and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written. The Parties may at any time mutually agree to an amendment, which shall be evidenced by a written instrument duly executed by or on behalf of the Parties.

31.6 Severability

In the event any article, section, subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the article, section, subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

31.7 Governing Law

The Developer shall comply with and follow all applicable laws, codes, and regulations in carrying out the performance of this Agreement.

31.7.1 This Agreement has been negotiated between the Authority and Developer and shall be subject to the laws of the State of California.

31.7.2 By entering into this Agreement, Developer consents and submits to the jurisdiction of the Courts of the State of California, County of Sacramento, over any action at law, suit in equity, and/or other proceeding that may arise out of this Agreement.

31.8 Cumulative, Non-Exclusive Remedies

Each right of the Authority under this Agreement shall be cumulative and shall be in addition to every other right provided under this Agreement or at law, and the exercise by the Authority of any such rights or remedies shall not preclude the simultaneous or later exercise by the Authority of any other such rights or remedies.

31.9 Non-Waiver

(a) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

(b) No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.

(c) No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

31.10 Provisions Related to Information Technology

(a) In the performance of this Agreement, the Developer agrees to protect all Authority information by implementing the necessary controls to comply with State of California-mandated security and privacy requirements provided in the California State Administrative Manual (SAM), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS), Government Code sections 11015.5 and 11019.9, and the California Information Practices Act (IPA), which is found in Civil Code section 1798 et seq.

(b) The Developer further agrees to implement the minimum administrative, physical, technical, and safeguards required by the Authority. The Developer shall also protect Authority information for the term and duration of this Agreement and while in possession of, maintaining, or accessing Authority information. The Developer shall ensure any subconsultants and/or third parties adhere to the same requirements.

APPENDICES

APPENDIX 1 DEFINITIONS

1. Abbreviations and Symbols

ADR	Alternative Dispute Resolution
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CPUC	California Public Utilities Commission
DBE	Disadvantaged Business Enterprise
DIR	California Department of Industrial Relations
DLA	Development and Lease Agreement
DVBE	Disabled Veteran Business Enterprise
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
IRC	Internal Revenue Code
MB	Microbusiness
NEPA	National Environmental Policy Act
PDA	Pre-Development Agreement
PIA	Project Identification Agreement
SB-PW	Small Business for the Purpose of Public Works
US	United States
USC	United States Code

2. Definitions

Agreement	This Project Identification Agreement between the Authority and Developer setting forth the Parties' obligations, including the performance of PIA Work. This Agreement includes the Agreement, its Appendices, and any amendments thereto.
Authority	The California High-Speed Rail Authority.
Authority Data	Any Authority information, data, records and information to which Developer has access or possession or that have otherwise been provided to Developer, whether or not intended under or for the purposes of the Agreement, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, Authority Data shall include (a) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020), (c) protected health information or

	individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), and/or (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, Authority Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
Authority Intellectual Property	All Intellectual Property owned, or licensed to, the Authority excluding PIA Intellectual Property.
Authority's Contract Manager	The individual identified as the Authority's Contract Manager by the Authority.
Authorized Representative	Person or firm empowered to act for or in the place of the named business or Government Entity.
Board	The California High-Speed Rail Authority Board of Directors.
Business Day	Monday through Friday, except for federal or State of California holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State of California holidays can be found at the U.S. Office of Personnel Management and California Department of Human Resources websites, respectively.

Change of Control	Any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation, bankruptcy or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. A change in possession of the power to direct or control or cause the direction or control of the management of an Equity Member will constitute a Change of Control if such Equity Member possesses, immediately prior to such Change of Control, the power to direct or control or cause the direction or control of the management of Developer. Notwithstanding the foregoing, the following events shall not constitute a Change of Control: (a) a change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering; (b) an upstream reorganization or transfer of indirect interests in Developer (including, for greater certainty, in connection with the issuance or redemption of interests pursuant to any employee ownership program) so long as no change occurs in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer; (c) a change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to a bona fide transaction involving a beneficial interest in a parent organization of an Equity Member if the references, experience or financial statements of the parent organization were not included for evaluation in the SOQ, provided, however, that this exception shall not apply if at the

time of the transaction the transferee is suspended or debarred from bidding, proposing or contracting with any federal, State or local department or agency, or is subject to a suspension or debarment proceeding;

(d) an Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer;

(e) a transfer of interests between (i) managed funds that are under common ownership or control or (ii) the general partner, manager or the parent company of such general partner or manager and any managed funds under common ownership or control with such general partner or manager (or parent company of such general partner or manager); provided in all cases that the relevant funds and the general partner or manager of such funds (or the parent company of such general partner or manager) have been approved by the Authority in writing prior to the date of this Agreement; and

(f) the exercise of minority veto or voting rights (whether pursuant to applicable Law, by Developer's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Developer, provided that if such minority veto or voting rights are exercised pursuant to shareholder or similar agreements, the Authority received copies of such agreements on or before the Effective Date.

Confidential Information	All non-public business-related information, written or oral, disclosed or made available to Developer directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of Developer.
Contract Documents	The documents listed in Article 7.1.2, including any and all amendments thereto.
Contract Manager	The individuals, individually or collectively, designated as the Authority's Contract Manager and/or the Developer's Contract Manager by the Authority and the Developer, respectively.
Day	Calendar day, unless otherwise noted.
Deliverable	The Preliminary Site Screening Report described in Article 4.2.3, each Project Proposal, and any other deliverable required to be provided by Developer to the Authority as part of the PIA Work.

Developer	The entity that executes a PIA with the Authority.
Developer's Contract Manager	The individual identified as Developer's Contract Manager by the Developer.
Developer Intellectual Property	All Intellectual Property developed by Developer, Subcontractors, and Key Personnel either: (a) prior to the Effective Date; or (b) independently of the PIA Work performed under the Contract Documents and without any reference to PIA Intellectual Property or Authority Data.
Developer-Related Entity	Any of the following: (a) Developer; (b) Equity Members; (c) Subcontractors; (d) any other Persons performing any of the PIA Work on behalf of Developer; (e) any other Persons for whom Developer may be legally or contractually responsible; and the employees, agents, officers, directors, representatives, consultants, successors and assigns of any of the foregoing.
Developer SOQ	Developer's Statement of Qualifications submitted in response to the RFQ.
Disadvantaged Business Enterprise (DBE)	A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations, including, but not limited to, at least 51 percent owned by individuals who are both socially and economically disadvantaged. To be counted towards meeting the goals of the SB Program, a DBE must be certified as such by the California Unified Certification Program.
Disabled Veteran Business Enterprises (DVBE)	A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code section 999(b)(7), including, but not limited to, at least 51 percent ownership by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the goals of the SB Program, a DVBE must: (a) Be certified as such by DGS' Office of Small Business and Disabled Veteran Business Enterprise Services, and (b) Perform a CUF, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.
Dispute	Has the meaning for such term set forth in Article 17.1.

Documentation	In any physical or digital medium: (a) human-readable copy of the Software and related materials generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings; (b) information and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes; and (c) any revisions, supplements, or updates to the foregoing.
Effective Date	The date of execution and delivery of the Agreement by the Parties, as set forth in the Preamble.
Equity Member	A member of Developer's team that will have a direct equity interest in a Developer.
Equity Transfer	Any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in Developer.
Government Entity	Any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body, or entity, other than the Authority.
Governmental Approval	Approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, registration, or ruling, issued or required by or with any Government Entity having subject matter jurisdiction by law or consent of the Authority, required for performance of the PIA Work.
HSR Corridor	All real property owned by the Authority or that is to be subsequently acquired by the Authority.
Initial Term	Has the meaning for such term set forth in Section Article 2.1.
Intellectual Property	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Deliverables, instruments of service, and/or the PIA Work. Without limiting the foregoing, Intellectual Property includes Software and Authority Data.
Key Personnel	The individuals identified discussed in Section 9.2 and identified in Appendix 3, Key Personnel, each a "Key Person."

Law	Any federal, state or local statute, law, regulation, ordinance, rule, standard, judgment, order, executive order, decree, directive, guideline, policy requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any court or Government Entity, which is applicable to the Project, this Agreement, or the PIA Work, as amended, whether now or hereafter in effect. A Law, when cited herein, shall be as amended unless provided to the contrary. The term “Law” excludes Governmental Approvals.
Microbusiness (MB)	A for-profit small business concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations, title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility), including but not limited to, its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross revenue of $6 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, an MB must be certified as such by DGS.
Notice	Any written notice, request, demand, instruction, certificate, consent, explanation, agreement, approval, or other communications required or permitted under the Agreement.
Notice of Termination	Written notice from the Authority to Developer terminating the Agreement, or a portion thereof, either for convenience of the Authority or for default due to Developer’s failure to perform its contractual obligations.
Parties	The Authority and Developer. The term “Party” shall mean either of them, as the context requires.
Person	Any individual or entity, including a corporation, limited liability company, sole proprietorship, joint venture, partnership, voluntary association, trust, unincorporated organization, or governmental agency, including the Authority.
PIA Intellectual Property	All Developer Intellectual Property, Third Party Intellectual Property, Authority Intellectual Property, and Developed Intellectual Property required by, incorporated into or combined with the PIA Work or Deliverables under the Contract Documents.
PIA Materials	All physical, electronic and/or mechanical embodiments of, and documents disclosing, Intellectual Property owned by, licensed to, or delivered to the Authority under the Agreement, including Developed Intellectual Property. For the avoidance of doubt, PIA Materials includes Documentation, embodiments, documents and/or Deliverables incorporating concepts, inventions, works of

	authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by any Developer-Related Entity under the Contract Documents.
PIA Objectives	Has the meaning for such term set forth in Article 1.
PIA Work	All work, services, and activities to be performed, furnished, provided, or undertaken by or on behalf of Developer under the Agreement.
Pre-Development Phase	The phase of the engagement between the Authority and Developer that commences upon the effectiveness of the PDA and ends upon the expiry of the term of the PDA, unless it is terminated earlier.
Program	The California High-Speed Rail Program, which involves (a) the delivery of comprehensive rail infrastructure and associated physical assets necessary for the safe operations of such high-speed train service; and (b) any projects or transactions resulting from a DLA with the Developer, if any, any other commercialization projects or transactions to which the Authority is a party.
Project Proposal	Developer's proposal for a project submitted in accordance with Section Article 4.3 of this Agreement.
RFQ	The Request for Qualifications for a Cal CLEAN Partnership (RFQ No. HSR26-20).
SB Program	The Authority's High-Speed Rail Small Business Program, as detailed in its Small Business Policy & Program Plan.
Small Business (SB)	A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and Title 2 California Code of Regulations sections 1896.4 (Definitions) and 1896.12 (Eligibility), including, but not limited to, that its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has average gross annual revenue of $18 million or less over the previous three tax years. To be counted towards meeting the goals of the SB Program, an SB must be certified as such by DGS.

Small Business for the Purpose of Public Works (SB-PW)	A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of $43 million or less in gross annual receipts over the previous three (3) tax years, is not dominant in its field of operations and has 200 or fewer employees. To be counted towards meeting the goals of the SB Program, an SB-PW must be certified as such by DGS.
Software	Individually each, and collectively all, of the computer programs developed for, incorporated in, or required by the Authority or Developer to provide the PIA Work or Deliverables under the Contract Documents, including as to each such program, the processes and routines used in the processing of data, the object code, interfaces to be provided hereunder by Developer, and Update(s).
Standards of Care	The standards of care set forth in Article 4.1.2.
State	The State of California.
Subcontract	An agreement, and any modification of such agreement, between Developer and a Subcontractor or subconsultant, or any such agreement or modification at a lower tier, between a Subcontractor and its lower tier Subcontractor at all tiers.
Subcontractor	Any Person, other than employees of Developer, that enters into a legal agreement with Developer to furnish work, labor or goods as a portion of the PIA Work. Subcontractors includes Subcontractors of any tier.
System	The entire high-speed rail system as described in California Proposition 1A (2008), including Phase 1, which shall run from the San Francisco Bay Area to the Los Angeles basin, and Phase 2, which shall run from Sacramento to San Diego.
Term	Has the meaning for such term set forth in Article 2.1.
Third Party Intellectual Property	Any Intellectual Property owned by any Person unrelated to Developer, and which is required by, incorporated into or combined with the PIA Work, Deliverables, or PIA Intellectual Property.

Update(s)	Change(s) to the Software including: (a) a bug fix, patch, or redistribution of the Software that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (including modifications to accommodate operating systems, other Authority software and systems, and for system compatibility purposes); (c) any modifications to Software designed to improve its operation, usefulness, or completeness that is made generally available by Developer or third party licensors, including all modifications made to achieve compatibility with external software or systems, and third party intellectual property; or (d) any modifications to Software related to statutory or regulatory requirements or as required under the Contract Documents.
Work Product	Has the meaning for such term set forth in Article 15.1.

APPENDIX 2 - INSURANCE REQUIREMENTS

Workers' Compensation Insurance

The Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least $1 million.

General Liability Insurance

The Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1 million per occurrence and $2 million general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Automobile Liability Insurance

The Developer shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Developer arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Other Requirements

Proof of Insurance

The Developer shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the Authority's Contract Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage

The Developer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Developer, his agents, representatives, employees or Subcontractors.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Contract Manager.

Waiver of Subrogation

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this agreement shall specifically allow the Developer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers. The Developer hereby waives its own right of recovery against the Authority and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

Enforcement of Agreement Provisions (non estoppel)

The Developer acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Developer of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

Requirements Not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Developer and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Notice of Cancellation

The Developer agrees to oblige its insurance agent or broker and insurers to provide to the Authority with thirty (30) days notice of cancellation (except for nonpayment, for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status

General liability and automobile liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

Timely Notice of Claims

The Developer shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from the Developer's performance, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

The Developer shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Work.

Subcontractors

To the extent that the Developer engages the services of Subcontractors, the Developer agrees to require the same insurance as required of the Developer, except as to limits. The limits for Subcontractors shall be no more than $1 million in coverage on insurance for which a limit is specified above.

APPENDIX 3 - KEY PERSONNEL

(to be completed based on the Developer SOQ)

EXHIBIT B

Request for Qualifications for a Cal CLEAN Partnership

RFQ No. HSR26-20

Addendum [___]

Attachment E: Authority ROW Information

The Authority maintains an ongoing inventory of its land assets, specifically tracking a Non-Operational Parcel List (NOPL) to catalog excess land and remnant parcels acquired during the right-of-way process that are not currently required for the construction, design, and/or development of track and systems infrastructure. Because this inventory is inherently dynamic, the NOPL is treated as a living document; the operational status and physical availability of these parcels continuously evolve as construction, design, and development of the system progresses. A high-level summary of the most current NOPL dataset is provided in the table below, illustrating the scale and profile of the parcels currently identified for potential CLEAN Projects.

Metric	**Value**
Total Developable Parcels	518
Total Developable Acreage	2350

Parcel Size Distribution	**Parcel Count**
Parcels > 100 Acres	3
Parcels > 20 Acres	21
Parcels ≤ 5 Acres	437

Parcel Category Distribution	**% of Portfolio**
Vacant Rural	37.4%
Vacant Urban	31.5%
Improved Vacant	9.5%
Vacant Agricultural	7.7%
Improved Agricultural	4.9%
Improved Occupied	4.5%
Station-Related	3.9%
Other	< 1.0%

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Forms and Certifications

Forms

Form A: Organizational Conflicts of Interest Disclosure Statement

Form B: Past Performance Certification

Form A~~C~~: Public Entity Questionnaire

Certificates

Cert. 1: CCC-04/2017 and STD 204

Cert. 2: Iran Contracting Certification

Cert. 3: Darfur Contracting Act Certification

Cert. 4: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 5: Non-Collusion Certification

Cert. 6: Non-Discrimination Certification

Cert. 7: Certification Regarding Lobbying

Cert. 8: California Civil Rights Laws Certification

Form ~~A~~B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

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

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3. Explanation

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

4. Certification/Declaration

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

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

I declare under penalty of perjury under the laws of the State of California that the statements in this form are true and correct. Executed on __________________(Date) at __________________ (City, State).

____

Signature of Executive

____

Printed Name

____

Printed Title

____

Disclosing Entity/Company

Form C~~B~~: Past Performance Certification

Name of Respondent: ______________________________

1. Within the past 10 years, has the Respondent or any affiliate[2] initiated litigation against a public entity regarding a public transaction (federal, State of California, or local)?

☐ Yes ☐ No

If yes, please explain, provide case information and the status of such litigation, and provide public entity contact information including applicable telephone numbers and email addresses:

[2] The term "affiliate" includes the firm's parent companies, its subsidiary companies, general partnerships, limited liability companies, joint venture members and/or business relationship in which the entity has more than a 15 percent financial interest.

2. Within the past 10 years, has the Respondent or any affiliate initiated arbitration against a public entity regarding a public transaction (federal, State of California, or local)?

☐ Yes ☐ No

If yes, please explain, provide the status of such arbitration, and provide public entity contact information including telephone numbers and email addresses:

Certification/Declaration

I hereby authorize the California High-Speed Rail Authority to make any inquiries necessary to verify the information I have presented in this Form D and attachments.

I hereby certify to the best of my knowledge and belief that I am the Official Representative, as identified in the Transmittal Letter, and am authorized to execute on behalf of the Respondent for which this form is being completed.

I declare under penalty of perjury under the laws of the State of California that the statements in this form are true and correct. Executed on _________________(Date) at _________________ (City, State).

Signature

Date

Printed Name

Title

Firm/Company Name

Respondent Name

Form D~~C~~: Public Entity Questionnaire

[*Authority and Public Entity to complete. Respondent is not required to fill out this form or include it in its SOQ*]

1. Please provide the following information for [Respondent], who provided services for your entity on [contract number/name]. Please make additional copies of this form as needed.

Name of Firm(s):	[to be filled in by Authority before sending to Public Entity]
Project Name:	
Project Location:	
Date of Project Performance:	
Project Owner:	
Respondent's Contract Value	
Project Value (at completion or projected at completion):	
Project Delivery Method:	☐ CM At-Risk ☐ Design-Bid-Build ☐ Design-Build ☐ Design-Build-Maintain ☐ Bridging ☐ Public Private Partnership (P3 or PPP) ☐ Integrated Project Delivery ☐ Multiple Award Construction Contract ☐ Other: ____________

Was this a federally funded Project? ☐ Yes ☐ No

2. On a scale of 1 to 5, with 1 being the public entity and 5 being the Respondent, which party bore the majority of the responsibility for the litigation and/or arbitration initiated by the Respondent, if any?

   ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

3. Would you work with this Respondent again (additional comments available below if needed)?

   ☐ Yes ☐ No

4. Is this Respondent eligible to be rehired by your public entity (additional comments available below if needed)?

   ☐ Yes ☐ No

5. Please provide any additional comments you may have regarding the Respondent:

Signature

Date

Printed Name

Title

Public Entity Name

Cert. 1: CCC 04/2017 and STD 204

Please complete and submit the CCC 04/2017 form located the Department of General Services website (www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

Also complete and submit the STD 204 form located the Department of General Service website (www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf).

Cert. 2: Iran Contracting Certification

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

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

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

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

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

Date: ______________________________

Entity: ______________________________

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

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

Cert. 3: Darfur Contracting Act Certification

PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS PARAGRAPH NO. 3 IS INITIALED.

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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

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Cert. 4: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

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

In accordance with the provisions of 2 C.F.R. Part 180, the Respondent (including its constituent entities) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a 10-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State of California, or local) transaction or contract under a public transaction; violation of federal or State of California antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State of California, or local) with commission of any of the offenses enumerated in this certification.
4. Have not within a 10-year period preceding this offer had one or more public transactions (federal, State of California, or local) terminated for cause or default.

Mark one, below, with an “x”

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify to the above” box is checked, attach an explanation of the reasons.

Signature of Person Certifying	**Organization Name, Address, and Telephone**
Printed Name	
Title	
Date	

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Cert. 5: Non-Collusion Certification

The undersigned declares:

I am the ______________________________ of __________________________________ .
(Position / Title) (Company)

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

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

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

3. Put in a false or sham SOQ; or
4. Colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

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

5. Fix the Cost Proposal/Rate Sheet of the Respondent or any other Respondent, or
6. Fix any overhead, profit, or cost element, or that of any other Respondent, or
7. Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

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

Organization Name, Address, and Telephone

____
Signature of Person Certifying

____
Printed Name

____
Title

____
Date

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Cert. 6: Non-Discrimination Certification

The undersigned certifies on behalf of ______________________________ that:
(Name of entity making certification)

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

	Organization Name, Address, and Telephone
______________________________ Signature of Person Certifying ______________________________ Printed Name ______________________________ Title ______________________________ Date	

Cert. 7: Certification Regarding Lobbying

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

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

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

Executed this ____day of ________________________, 20 _____.

Company Name: ____

By: ____

(Signature of Company Official)

____

(Printed Name and Title of Company Official)

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

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Cert. 8: California Civil Rights Laws Certification

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

1. California Civil Rights Laws: The Respondent certifies compliance with the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (commencing with section 12960 of the Government Code); and,

2. Employer Discriminatory Policies: If a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Respondent certifies that such policies are not used in violation of the Unruh Civil Rights Act (section 51 of the Civil Code) or the Fair Employment and Housing Act (commencing with section 12960 of the Government Code).

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

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