Request for Qualifications for a

Cal CLEAN Partnership

RFQ No. HSR26-20

Addendum 2 – August 17, 2026

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Revision(s)	Date	Description
0	7/9/2026	Initial Release
1	7/30/2026	Addendum 1
2	8/17/2026	Addendum 2

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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) –

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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.

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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

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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

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INSTRUCTIONS TO RESPONDENTS

3. Procurement Schedule and Process

Table 1: Key RFQ Dates

Key Dates	Activity Description
July 9, 2026	RFQ advertised.
July 20, 2026	Pre-Bid conference location: Virtual. Attendance at the pre-bid conference is not mandatory.
July 22, 2026	Deadline for submission of initial written questions by 5 p.m. Pacific Time.
July 29, 2026	Authority to Post Responses to Respondent Questions.
July 30, 2026	Authority to Post Addendum 1 to this RFQ.
August 3, 2026	Deadline for submission of written questions on Addendum 1 by 5 p.m. Pacific Time.
August 5, 2026	Authority to Post Responses to Addendum 1 Respondent Questions Posted by 5 p.m.
August 17, 2026	Authority to Post Addendum 2 to this RFQ.
November 6, 2026	SOQs due at the address specified in Section 4.1 by 12 noon Pacific Time.
November/December 2026	Notice of Proposed Award (NOPA).
December 2026/January 2027	Execution of the PIA.
January 2027	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.

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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.

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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	

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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

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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.

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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

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	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.

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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.

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Attachments

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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

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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 (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

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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).

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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 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

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	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** Provide separate properly completed and executed Certifications for each member of the Respondent Team.	N/A
11.	**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; (b) the project's schedule of key development milestones (e.g., permitting, financial close, construction, commissioning, revenue commencement, as applicable);	5 pages per Past Development Project (or 5 pages if the Past Development Project was also a Revenue Transaction and includes the relevant details)

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	SOQ Submittals	Page Limit
	(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, revenue-sharing or royalty arrangements, or other similar terms/agreements in connection with projects similar to CLEAN	2 pages per Revenue Transaction

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<table>
<tr><th></th><th>SOQ Submittals</th><th>Page Limit</th></tr>
<tr><td></td><td>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.)</td><td></td></tr>
<tr><td>17.</td><td>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 <u>Attachment A</u> (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.</td><td>5 pages</td></tr>
<tr><td>18.</td><td>Respondent Organization Description and Key Personnel Resumes

(a) <u>Organization Description</u> – 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;
(ii) Identification of all Subcontractors, external advisors and other firms that have been or will be engaged to support</td><td>2 pages for the Organization Description

2 pages per Key Personnel resume</td></tr>
</table>

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	SOQ Submittals	Page Limit
	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 needed) as evidence of its capacity to fund its obligations under the PIA and PDA. If the Respondent is an investment fund, provide:	N/A

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	SOQ Submittals	Page Limit
	(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.S. GAAP – 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.S. Dollars – 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) English – 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 Financial Statements. (d) SEC Filings – If an entity for which Financial Statements are submitted files reports with the Securities and Exchange	N/A

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	SOQ Submittals	Page Limit
	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

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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.

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Attachment D: Form of Project Identification Agreement

The form of the PIA is attached below. A term sheet of the anticipated terms of the PIA was released with the initial RFQ release and is superseded by this draft PIA.

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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: 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

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Form 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: 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:

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[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

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Form D: 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

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

Signature

Date

Printed Name

Title

Public Entity Name

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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).

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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.

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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. _______ 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.
   Initials

OR

2. _______ 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.
   Initials

OR

3. _______ 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.
   Initials

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.

Organization Name, Address, and Telephone

Signature of Person Certifying

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

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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

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