



CALIFORNIA
High-Speed Rail Authority

Request for Qualifications for Co-Development Agreement

Term Sheet

This document provides background information and summarizes certain terms in the California High-Speed Rail Authority's Request for Qualifications (RFQ) for the procurement of a Co-Development Agreement (CDA). This document is not a full restatement of the RFQ requirements. There are numerous details, exceptions and qualifications associated with the provisions of the RFQ that can only be ascertained by reviewing the RFQ.

Key Terms	Details
1. Definitions	Capitalized terms not otherwise defined in a Section have the meanings given in Section 11 of this RFQ Term Sheet.
2. Procurement Purpose	<ul style="list-style-type: none"> • The California High Speed Rail Authority (the “Authority”) will enter into a Co-Development Agreement (“CDA”) with a qualified Co-Development Partner (“CDP”) to further advance commercial, technical and financial solutions for the phased delivery of the California High-Speed Rail Program (the “Program”) that will best achieve the Program Goals (as defined in Section 4 below). • This procurement strategy aims to: <ol style="list-style-type: none"> (a) Engage a long-term private partner that will bring private sector capital and support the monetization of the Authority’s assets and other ancillary revenue opportunities; (b) Evaluate opportunities for the private sector partner to leverage innovation, expertise and efficiency in design, construction, systems integration, finance, operations and maintenance of one or more selected Project Segments and Elements (as defined in Section 4 below) of the California High-Speed Rail Program (each a “Development Project”); (c) Develop, in collaboration with the CDP, a flexible, phased delivery solution that offers the Authority multiple delivery method options and allocation of risks and responsibilities appropriately tailored to each Program Segment, potentially including, but not limited to: <ol style="list-style-type: none"> (i) the 119-mile Central Valley Segment; (ii) one or more extensions (e.g., Merced/Madera to Bakersfield; Madera to Gilroy; Bakersfield to Palmdale); and (iii) Development of the High Desert Corridor. (d) Provide schedule acceleration and administrative ease with a master developer approach; and (e) Maximize competition by requiring the CDP to conduct competitive procurements (in collaboration with the Authority) for key subcontracts under each Development Agreement package as directed by the Authority or required under state or federal law.
3. PDA Objective and Desired Outcome	<ul style="list-style-type: none"> • During the term of the CDA, the CDP will deliver the Co-Development Work, and the parties will work collaboratively to advance commercial, technical and financial analyses for aspects of the Program as set forth in the CDA and as required for the parties to identify potential packages for development from concept to full Development Agreement (subject to the Exclusive Rights and Obligations), and further develop packages selected by the Authority in accordance with a process to be set out in the CDA. • The desired outcome of the Co-Development Work is the identification of one or more Development Projects, assets and/or services, each within one or several Program Segments, to be delivered by one or more Developer Entities under one or more Development Agreements in furtherance of the Program Goals (“Development Work”).

<p>4. Program Description</p>	<ul style="list-style-type: none"> • Authority Overview: The Authority is responsible for planning, designing, building, and operating the Program, as specified in Public Utilities Code (PUC) Sections 185030 - 185511. The Authority operates within the administrative jurisdiction of the California State Transportation Agency (CalSTA) and acts as the FRA-designated recipient for federal funds. The Authority has the statutory authority to enter into contracts and cooperative or joint development agreements with private and public entities for the delivery of the Program and all Project Segments and Elements (as defined below) thereof pursuant to PUC Section 185036. Additional authority for a State agency to enter into the CDA includes, but is not limited to, Government Code sections 4525, <i>et seq.</i> • Program Goals: The Program is intended to fundamentally transform how people move around California by connecting the State's mega-regions with fully electrified train service operating at speeds of up to 220 miles per hour. The Program also will create jobs, contribute to economic development and a cleaner environment, and preserve agricultural and protected lands. The Program involves the delivery of comprehensive rail infrastructure and associated physical assets necessary for the safe operations of such high-speed train service and ancillary revenue opportunities ("Elements"). • Key Program Objectives: The Co-Development Partner shall develop solutions for the phased delivery of the Program to meet the requirements of state law and meet or exceed the following Key Program Objectives: <ul style="list-style-type: none"> ○ Transformational mobility and connectivity; ○ Safety, security and customer experience; ○ Environmental and sustainability benefits; ○ Economic development and social equity; and ○ Financial management and program acceleration.
<p>5. CDA Solicitation Process and Schedule</p>	<ul style="list-style-type: none"> • The Authority will issue a single solicitation document ("Request for Qualifications" or "RFQ"). The RFQ will contain a description of the opportunity and instructions to Respondents, including a description of the selection process and evaluation criteria. In January 2026, the Board will review a proposed budget and draft CDA Term Sheet (the "CDA Term Sheet"). After Board approval, the Authority will provide a form of the CDA by RFQ Addendum. • Interested parties will be invited to submit a statement of qualifications ("Statement of Qualifications" or "SOQ"). • The Authority will evaluate responsive SOQs received from interested parties (each a "Respondent") and rank up to three qualified Respondents, ultimately selecting one "Preferred Respondent." The Preferred Respondent will be invited to enter into limited negotiations with the Authority for a CDA for the Co-Development Work. • The CDA will be drafted in accordance with the terms and commercial intent of the CDA Term Sheet. By submitting an SOQ, each Respondent commits to entering into a CDA with the Authority

	that is consistent with the terms and conditions set forth in the CDA Term Sheet.
6. Phases	<ul style="list-style-type: none"> • Procurement Phase: From the issuance of the RFQ to the execution of the CDA. • Co-Development Phase: From the execution of the CDA until the end of the CDA term or any early termination. • Development Phase: With respect to a Development Agreement, the period starting from the execution of the Development Agreement until the end of the term of the Development Agreement or any early termination.
7. Teaming Arrangements and Exclusivity	<ul style="list-style-type: none"> • Respondents have the flexibility to structure their teams in the manner they consider to be optimal, subject to the following requirements and constraints: <ul style="list-style-type: none"> (a) Each Team Member (or any of its affiliates) must be exclusive to one Respondent; (b) Each Respondent must include in its team the following (each, a "Prime Member"): <ul style="list-style-type: none"> i. Infrastructure Development Prime Member(s), including one designated Lead Developer to lead the Respondent Team Members during the Procurement Phase, the Co-Development Phase and the Development Phase; ii. Design Prime Member(s), including: <ul style="list-style-type: none"> a. one Design Prime Member designated as the Lead Design Member; and b. one Design Prime Member designated as the lead responsible for systems integration, testing and commissioning (<i>i.e.</i>, system integrator); and iii. Operations Prime Member(s): <ul style="list-style-type: none"> a. each Operations Prime Member must have experience in intercity passenger rail operations, commercial management of revenue and delivery of excellence in customer service; b. at least one Operations Prime Member must have direct experience operating a high-speed rail service; and c. At least one Operations Prime Member must have experience in ridership and revenue forecasting; (c) The Lead Developer must be an Equity Member in any Developer Entity; (d) Equity Members may be designated as such without additional roles; and (e) The Respondent Team must have capabilities to estimate and forecast capital, operations and maintenance costs.
8. Firms Excluded from Responding	All current contractors and subcontractors of the Authority are precluded from submitting an SOQ or participating on any Respondent Team unless otherwise approved by the Authority and subject to any

	terms and conditions imposed by the Authority to avoid or mitigate any conflict of interest.
9. Key Personnel	<ul style="list-style-type: none"> • Key Personnel of a Respondent must be exclusive to such Respondent. • Respondents shall identify and include the resumes of at least the following Key Personnel: <ul style="list-style-type: none"> a. Project Lead (must be an employee of the Lead Developer) b. Infrastructure Development Leads (up to 3) (must be employees of the Infrastructure Development Prime Members; may serve as deputy for the Project Lead) c. Design Lead d. Systems Integration Lead e. Environmental Lead f. Asset Management Lead g. Operations Lead(s) (up to 3) h. Revenue Management & Network Planning Lead i. Project Finance Lead • Only one individual may serve per Key Personnel position unless otherwise specified. • All Key Personnel must have demonstrated fluency in English (both written and verbal).
10. Evaluation Criteria	<ul style="list-style-type: none"> • Responsiveness: The SOQ must be responsive to all RFQ requirements, including submission of a complete set of required submittals, including financial submittals. • Evaluation Criteria: <ul style="list-style-type: none"> a. Respondent Team Composition, Structure, Governance and Experience b. Infrastructure Development Capability and Experience c. Design Capability and Experience d. Rail Operations, Commercial Management & Customer Service Delivery Experience e. SB Experience and Approach f. Financial Capability and Experience
11. Definitions	<ul style="list-style-type: none"> • Central Valley Segment means the initial project segment in the Central Valley that starts in Madera and ends at Poplar Avenue in Kern County. • Co-Development Partner (CDP) means the Person that executes the Co-Development Agreement with the Authority. • Co-Development Work means the co-development work to be defined in the CDA. • Design Prime Member means an individual, corporation, partnership, or other legal entity, exclusive to one Respondent that will or is expected to play a key design role by being responsible for leading the team and its coordination and undertaking of the overall design work based on the anticipated roles and responsibilities for

	<p>the Procurement Phase, Co-Development Phase, and Delivery Phase.</p> <ul style="list-style-type: none"> • Developer Entity means the Person that executes a Development Agreement with the Authority. • Development Agreement means an agreement between the Authority and a Developer Entity for certain Development Work. • Equity Member means any Person with a direct equity interest in a Developer Entity. • Exclusive Rights and Obligations means the exclusive rights and obligations of the parties, as set forth in the CDA, including: <ul style="list-style-type: none"> (a) The CDP's exclusive right during the term of the CDA to perform the Co-Development Work in accordance with the terms of the CDA; and (b) The Authority's right to issue requests for proposals, receive proposals from and negotiate with third parties with respect to the Development Work and to execute Development Agreement(s) with such third parties for such work. • Financially Responsible Party means an affiliate or parent company of a Respondent Team Member that is identified in the SOQ as such to demonstrate the financial capability of such Team Member and, with respect to any non-Equity Member, guarantee its performance if required by the Authority in its sole discretion. • Infrastructure Development Prime Member means a Person, exclusive to one Respondent for the purposes of the Project, that will lead Team Members in the delivery of the Project, with overall responsibility for the work during the Procurement Phase, the Co-Development Phase, and the Development Phase, and which will hold an equity interest in the CDP and a Developer Entity. • Lead Developer means a Person that will lead Team Members in the delivery of the Co-Development Work and the Development Work, with overall responsibility for the solutions, key project activities and the performance of the Co-Development Agreement and subsequent Development Agreement, and which will hold an equity interest in the CDP and a Developer Entity. • Operations Prime Member means a Person, exclusive to one Respondent, that will play a key operations, maintenance, and related commercial activities role for the Project and undertake operations, maintenance, and related commercial activities work based on the anticipated roles and responsibilities for the Procurement Phase, Co-Development Phase, and Development Phase. • Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or other entity. • Program Segment (or Segment) means portions of the California High-Speed Rail project within certain designated geographical limits. • Respondent means a Person that submits an SOQ. • Respondent Team means the Respondent and all of its Team Members and Key Personnel.
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	<ul style="list-style-type: none">• Team Member means a Person that is identified in the Respondent's SOQ as an Equity Member, Prime Member or a Financially Responsible Party.
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