Question Number	Submission Date	Technical/ Commercial	Indicate Specific Solicitation Documentation Letter Designation listed in the Instructions to Offerors	Document Section Number (Please be specific)	Excerpt from Sections in Question	Offeror's Question/Suggested Language or Modification	AMTRAK/AUTHORITY Response
1	1/31/2014	Commercial	Exhibit A	Section 1	Please note that if a common platform does not pass Stage 1, the procurement may proceed as an Amtrak-based procurement. In this case, an Amendment to the Solicitation may be issued advising Offerors that the Authority is no longer a part of the Solicitation and that the need for a common platform no longer applies.	In the case that at least one bidder achieves Stage 4 with a common platform Trainset to both Amtrak and CHSRA, could Amtrak and CHSRA still select two non-common platform Trainsets thereby abandoning the joint procurement?	No. If one car builder's common platform advances to stage 4 and satisfies the business case for both Amtrak and the Authority then both parties would not consider/select a non-common platform solution.
2	1/31/2014	Commercial	Exhibit A	Section 1	Please note that if a common platform does not pass Stage 1, the procurement may proceed as an Amtrak-based procurement. In this case, an Amendment to the Solicitation may be issued advising Offerors that the Authority is no longer a part of the Solicitation and that the need for a common platform no longer applies.	In the case that the industry proposes one or more common platform Trainsets to Amtrak and CHSRA, could Amtrak and CHSRA still select two non-common platform Trainsets thereby abandoning the joint procurement?	See response to Question 1.
3	1/31/2014	Commercial	K	Alternatives 1-4	In accordance with the Instructions to Offerors (ITO) Section 2 - Offeror should state the number of Trainsets and the price per Trainset. Price to include everything including base Training and Amtrak Prototypes (2).	We understand that the Authority's two prototype Trainsets are part of the Amtrak contract. In the document "Schedule 14-PRICING SCHEDULE AND PROPOSAL FORM RFP RELEASED 01.24.14.pdf" under Alternatives 1-4, should it therefore not read "**Authority prototypes (included in 1. Above)" rather than Amtrak?**	The Authority will purchase the prototypes under the Authority contract. An RFP Amendment will be issued. [Changed response]
4	1/31/2014	Commercial	A	Section 4 Order Quantities	The Trainset and passenger car quantities that may be ordered under the Amtrak and Authority contracts are as follows . . . The Amtrak quantity may be ordered under the initial order or in multiple orders at various times. The numbers of Trainset and individual vehicle passenger car option quantities shown above are estimates of potential demand only and do not represent guaranteed future orders of Trainsets by either Amtrak or the Authority.	Our understanding of the concept for California is that CHSRA will obtain two Prototypes along with Amtrak's two Prototypes from the Supplier who is selected. That Supplier will then start to put together financing and maintenance for CHSRA and that Supplier will get any and all options for CHSRA. Is that correct?	Yes. Page 9 of the ITO states: "The Authority intends to contract for the Authority Trainsets, and the supply of Spares, Special Tools, Consumables, and technical support for the 30-year life of the Trainsets under the Authority Contract. At this time, the Authority is not requesting Offerors to submit options for long-term financing from the builder as part of their proposals. The Authority intends to procure the financing and long-term maintenance (apart from the responsibilities contained in the Authority Contract) under a separate Availability Payment contract to be awarded prior to issuing the notice to proceed (NTP) for the manufacture of the Authority Trainsets." The Contractor will be paid in milestone payments. [Changed response]
5	1/31/2014	Commercial	A	Section 31 Solicitation Documents	C. Amtrak - Maintenance Requirements Specification (MRS), ___ pages, dated_____.(to be added as an Amendment) D. Amtrak Technical Support Spares Supply Agreement (TSSSA), ___ pages, dated_____. (to be added as an Amendment)	When may we expect release of the MRS and TSSSA documents?	It is anticipated that the Amendment containing both the MRS & TSSSA will be released in the week commencing February 17, 2014.
6	1/31/2014	Technical	J	Section 1 Executive Summary	The Contractor shall provide a Trainset platform of a Service-Proven design, or a variant of a Service-Proven Trainset platform . . .	What is meant by "variant" in the statement "variant of a service-proven Trainset Platform" in the instruction to "provide evidence that it is offering a Service-Proven high speed Trainset, or a variant thereof?"	The term "variant" in the phrase "variant of a Service-Proven Trainset Platform" means a Service-Proven (as that term is defined in Section 3.2 of Schedule 1 Part A: Tier III Next Generation Amtrak/Authority Trainsets Performance Specification) Trainset Standard Platform (including the next generation evolution of that Trainset design) modified to be compliant with the Performance Specification (including the proposed FRA Tier III Passenger equipment Standards, Americans with Disabilities Act requirements and requirements of the Buy America provisions found at 49 U.S.C. 24405(a)) in a way that is fully integrated into that Service Proven Trainset Platform. A revised definition will be included in an Amendment. [Changed response]

7	1/31/2014	Technical	Exhibit A	Section 2.1 2. Pass/Fail Requirements Evaluation Criteria	The Offeror shall provide details confirming that the Trainset shall not exceed the maximum axle load specified.	There are several requirements regarding axle loads in the Technical Specification. Please specify which one prevails. 8.1.1 Trainset static axle loads shall be in accordance with 2008 HS RST TSI. 12.3.17 The Contractor shall design the Trainsets to achieve the lightest axle load compatible with meeting the functional and technical requirements identified. The maximum static axle load on the track shall be 17 tonnes (18.75 tons) and shall meet the requirements for full load condition specified in Section 8.2.2. The maximum total static axle load of the train (total mass of the train) shall not be greater than 102% of the sum of all static axle loads of the train. The maximum individual static axle load of any axle shall not be greater than 104% of the individual static axle load. The difference in static wheel load between any wheel on the same Bogie or running gear shall not exceed 6% of the average wheel load of that Bogie or running gear. Individual static axle loads shall not be less than 5 tonnes (5.5 tons).	All requirements must be met.
8	1/31/2014	Commercial	Exhibit A	2.2.2 Performance Specification Evaluation Criteria	Table 2 – Performance Specification Evaluation Criteria	In Table 2 – Performance Specification Evaluation Criteria there is no number 10 - is this intended or just not printed?	It is intentional.
9	1/31/2014	Commercial	Exhibit A	2.2.2 Performance Specification Evaluation Criteria	Table 2 – Performance Specification Evaluation Criteria	Why are ADA requirements evaluated twice (under no. 7.3.1 comprising 3.5% and under no. 8.7.1 comprising 5%)?	Section 7.3.1 of the evaluation is to assess the Trainset for its design features and an element of this is to ensure that the Boarding and Alighting for ADA during evaluation is concerned. The section 8.7.1. evaluation of ADA requirements is for all other aspects of ADA. An Amendment will be issued.
10	1/31/2014	Technical	J	Sections 8.4.8 and 8.4.9	The minimum seat width shall be 508 mm (20 inches) measured from the inside edges of the arm rest.	Is there a specific reason why the seat width for First Class and Business Class seating is identical?	508 mm is the minimum. Offerors are encouraged to exceed the minimum.
11	1/31/2014	Technical	J	Section 8.13.1	The Contractor shall provide an assessment of boarding/egress times to/from the proposed Trainset that demonstrates the design of the Trainset adequately permits the required dwell times to be consistently achieved during Normal operation, including the periods of peak passenger boarding and alighting with luggage.	What are the required dwell times for normal passenger flow?	**For Amtrak:** Refer to the Operating Plan. **For Authority:** Dwell time is 2 minutes. A clarification will be made in a future Amendment.
12	2/20/2014	Commercial	-	-	Regarding to the Project of Next Generation Trainsets and Other Related Goods and Services with RFP for NEXT GEN TRAINSETS, we require to postpone the closing date of above-mentioned project since we need much more time (additional one month) for preparing the required technical and commercial documents and submission.	-	See Amendment 6 for the extension to the solicitation. [changed response]
13	2/17/2014	Commercial	Exhibit F	Section A	The Offeror shall complete Form A-1 (Price Proposal) with the Offeror's pricing information. The Price Proposal shall be used to complete Schedule 2 of the Authority Contract. This section provides the instructions for completing Form A-1 and Schedule 2.	Please explain how Form A-1 (Price Proposal) relates to Schedule 2 (Testing & Commissioning Requirements)?	Section A of Exhibit F expressly contemplates that Form A-1 (Price Proposal) will be used to complete Attachment B to the Signature Document (Contract Amount Components). The Contractor must comply with all elements of the contract for the bid prices set forth in Form A-1 (Price Proposal), including Schedule 2 of the General Provisions (Testing and Commissioning Program Requirements.)
14	2/17/2014	Commercial	Exhibit H	Form D-10	Estimate Seat Cost Adjustment (monthly cost of one-seat less than [450])	For better understanding of the Evaluation in Stage 4: Is there any benefit to provide additional seats or is this only considered if the number of seats are lower? It seems that a lower number of seats decreases the result in the "Whole Life Cost"-Sheet and therefore gives an advantage to the Offeror with a lower seat number. Is this intended or just a calculation error of Excel?	There is an error in the worksheet. The worksheet will be corrected and will be re-issued in an Amendment.
15	2/17/2014	Commercial	A	4. Order Quantities	The Amtrak quantity may be ordered under the initial order or in multiple orders at various times. The numbers of Trainsets and individual vehicle passenger car option quantities shown above are estimates of potential demand only and do not represent guaranteed future orders of Trainsets by either Amtrak or the Authority.	Is there a rough estimate of when the quantity for the base order, and option quantities to be ordered by Amtrak and the Authority, will be determined?	For Amtrak: Amtrak anticipates an initial order of up to 28 Trainsets and has asked potential builders to address alternatives one through four of the Operating Plan. Amtrak will await the terms of the Offers to decide which Alternative to accept. If Alternative 1 were to be accepted (the smallest order), the timing of additional purchases may be decided by ridership growth. For Authority: Refer to Amendment 6.

16	2/17/2014	Technical	A	16. Options for Amtrak	The Offeror is requested to submit pricing for the provision of additional business class vehicles that will enable the Trainset configuration to be extended to provide up to a 33.33% increase in passenger capacity. An explanation of the solution(s) to achieve this proposal shall be provided.	Could you please explain how to bid this option without surpassing the maximum total length of 205m (first / last axle) as required in "Schedule 1 Part A_Tier III Next Gen Trainset"?	The additional vehicles needed to increase the seating capacity would not be subject to the overall length limitation of 205 meters. The ITO will be updated to reflect this clarification.
17	2/17/2014	Commercial	A	2. INTRODUCTION/ OVERVIEW	If the Solicitation results in award of contracts for a Common Platform Trainset(s), the Amtrak contract will include the development of the design (including the development of the mock-ups) for both Amtrak and the Authority's Trainsets, including the manufacturing, testing, and pre-commissioning of the Amtrak and the Authority's two prototype Trainsets.	As the two Authority prototypes are included in the Amtrak Contract, can it be assumed that all Amtrak commercial conditions, payment schedules, etc. will apply to those Authority prototypes?	See response to Question 3.
18	2/17/2014	Commercial	A/Exhibit A	2. INTRODUCTION/ OVERVIEW & 2.3.4 Program	Alternative 1: Phase 1 of the Operating Plan calls for the addition of peak hour half hourly service that requires 6 additional Trainsets to operate alongside the existing Acela. Offeror should state the number of Trainsets needed for these additional 6 services.	Exhibit A - Evaluation Criteria under 2.3.4 Program explains the evaluation concept for the Amtrak Project Schedule. Is it correct to assume that the evaluation concept relates to the quantity mentioned for Alternative 1 in Section 2 of the ITO document?	The performance for section 2.3.4 of Exhibit A is to be measured against Alternative 4. This will be updated to reflect this change.
19	2/17/2014	Commercial	A	2. INTRODUCTION/ OVERVIEW	If Amtrak and the Authority determine that there are no Common Platform solutions, the Authority may exit the procurement process and Amtrak may continue with a stand-alone procurement. Should this be the case, Amtrak may issue an Amendment to the Solicitation to reflect changes in the procurement process.	If the joint procurement fails, will Amtrak continue evaluating the already submitted bids or will participating manufacturers be permitted to submit new offers?	In the event that none of the Trainsets pass Stage 1 or the joint procurement fails for other reasons, Amtrak reserves the ability to continue to evaluate the offers submitted. If Amtrak determines at that time such approach is in the corporation's best interest, Amtrak would notify potential builders of this decision in an Amendment to the Solicitation.
20	2/25/2014	Commercial	A	Section 14	Offeror shall present its proposal material in a cohesive manner that is divided into the four distinct stages (Stages 1 through 3 as part of the Technical submission and Stage 4 for the financial submission). **For Amtrak only; For the Authority only.**	Amtrak and the Authority have their own requirements, but some of them are same. Do we have to submit two different proposals separately. One is specifically for Amtrak, and another one is specifically for the Authority? Or we submit one proposal which combines both of your requirements to Amtrak and the Authority?	Each Offeror shall submit one proposal. To the extent Amtrak and the Authority have different requirements for a proposal element, the proposal shall address Amtrak's requirements and the Authority's requirements for the proposal element separately.
21	2/25/2014	Commercial	A	Section 23	The amount of the bid bond or guarantee shall equal **ten million dollars** ($10,000,000) for both Amtrak and the Authority's contracts.	The beneficiary of bid bond is Amtrak or the Authority or both? Shall we submit one bid bond with total amount of ten million dollars for beneficiary?	The beneficiary would be both. Yes, you shall submit one bid bond for both. An Amendment will be issued to include a form of the bond.
22	2/25/2014	Commercial	A	Section 1 Section 5	Section 1: In addition, within one (1) business day after the Close Date, ten (10) hard copies of Offeror 's Technical proposal and six (6) hard copies of Offeror 's Financial proposal (Separate binders and separate USBs) must be received by Amtrak's Solicitation Contract below Section 5: Proposals Due-Hard Copies, May 17, 2014	The date on May 17, 2014 is Saturday which is not business day. However, as mentioned in section 5, the proposals Due-Hard Copies day is on May 17, 2014. Please clarify.	Proposal hard copies will be due the same day as the electronic submission which is July 14, 2014. Reflected in Amendment 6. [changed response]
23	2/25/2014	Commercial	A	Section 1	-	Can we directly participate in this solicitation or we have to find a agency?	All qualified Offerors may directly participate in this solicitation. It is not required to find an agency.
24	2/27/2014	Technical	J	1 - Executive Summary	The Contractor shall provide a Trainset platform of a Service Proven design, or a variant of Service-Proven Trainset platform, with the following key features:	As the FRA will place unique requirements on this equipment, it would be helpful to provide an understanding of how much change will be permitted to a "Service Proven" design before it is no longer considered to be the same design	See response to question 6.
25	2/27/2014	Technical	J	1 - Executive Summary	The Contractor shall provide a Trainset platform of a Service Proven design, or a variant of Service-Proven Trainset platform, with the following key features: ... ... h) High level of security	"Security" is not defined in Section 3.2	Authority's SSMP included in the RFP references FTA Circular 5800.1 for Safety and Security Management Guidance for Major Capital Projects.
26	2/27/2014	Technical	J	3.1 - Acronyms and Abbreviations	ADA - Americans with Disabilities Act of 1990 (regulations promulgated there-under, including 49CFR Parts 27, 37, and 38 and DOT clarification letter of December 4th 2012)	The current definition of "ADA" includes reference to a 2012 clarification letter from the FRA; we request a similar reference to a letter from Robert C. Ashby, Deputy Assistant General Counsel for Regulation and Enforcement, US DOT, Office of the Secretary, dated October 11, 1996, that specifies that two units can be considered as one conventional car	The Clause remains as written. The Offeror should obtain waiver/clarification from the Regulatory Agency as required.
27	2/27/2014	Technical	J	3.2 - Definitions	Vehicle: A passenger Equipment of any type and includes a car, trailer car, locomotive, power car, or similar rolling stock.	Vehicle is defined as "passenger equipment", but is not clear if an articulated vehicle will be considered one vehicle	Articulated vehicle falls within the definition of "similar rolling stock".

28	2/27/2014	Technical	J	7.2.1 - Requirements and Information	The respective Owner will be selecting one Trainset platform from the three listed below, which will be identified prior to Contract award: a) A Trainset UIC profile that complies with the perspective Owner's interface requirements in Section 12.2.7 and 12.3.18, respectively. . For Amtrak, the Vehicle interior width measured at armrests level shall be a minimum of 115 inches (2921 mm). b) A Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E. (Diagram is attached to this Specification). c) A Trainset that meets a maximum allowable width as defined by the Authority's DC-03 Clearance Diagram.	We understand (a), (b) and (c) to be loading gauge requirements. We assume (b) will apply for Amtrak (as indicated in 12.2.7) and (c) for California (as included in California High-Speed Train Project - Design Criteria Rev.1 January 2014).	See ITO Section 2.
29	2/27/2014	Technical	J	7.7.1 Requirements and Information	The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism.	Please better define the degree of robustness required. The requirement to "resist damage from… terrorism" could be interpreted as requiring a bomb-proof train	See response to Question 25
30	2/27/2014	Technical	J	8.1.1 Requirements and Information	The Trainset shall have a service life of not less than 30 years. The Trainset shall accommodate an estimated annual mileage of 650,000 km (404,000 miles) per Trainset while operating on the respective Owner's network. The Vehicle floor height above TOR shall be 1295.4 ± 6.35 mm (51±0.25 inches). Trainset static axle loads shall be in accordance with 2008 HS RST TSI. The Trainset structures and Equipment shall be designed for fatigue loadings and service duty cycles under the operating conditions encountered on the defined routes. The Contractor shall refer to the respective Infrastructure Interface Specifications (Appendices B and C) for specific information relating to environmental conditions.	Operation at high speed through tunnels will affect vehicle life. Thus we need to know the quantity, track speed and dimensions of such tunnels. We do not find that information in Section 12.2, the Amtrak Infrastructure Interface Specification (IIS) and in "California High-Speed Train Project - Design Criteria Rev.1 January 2014" has been provided this time. Shall we re-phrase the question?	For Amtrak: There are Four sets of Tunnels on the NEC: B&P Tunnel max speed 30 mph North and East River Tunnels max speed 60 mph East Haven Tunnel max speed 80 mph As can be seen there are no high speed tunnels on the NEC. For Authority: An Amendment will be issued.
31	2/27/2014	Technical	J	8.1.1 Requirements and Information	Trainset static axle loads shall be in accordance with 2008 HS RST TSI.	Due to the (not yet fully known) impact of the (not yet published) FRA Tier III requirements and the additional passenger weight required (in 8.2.2) it is likely that axle loads of "proven" equipment will exceed 17 tonne. The TSI permits operation of 18 tonne axles at speeds to within less than 5 mph of the maximum specified by Amtrak; consideration should be given to allowing this slight increase in speed over the limit set by the TSI. (Alternatively, it might be recognized the TSI limit will not significantly affect trip time.) In the case of California, the TSI is irrelevant as it is applicable only at speeds not exceeding 351 km/h. (218 MPH).	The Amtrak and Authority requirement is for 17 metric tonnes maximum.
32	2/27/2014	Technical	J	8.2.2 Vehicle Masses	Per EN 15663, the typical weight of a passenger, with luggage is identified as 80 kg (176 lbs.). The typical weight of a crew member, with luggage and Equipment, is identified as 80 kg (176 lbs.). A review of U.S. Center for Disease Control weight statistics for adult females and males has been conducted. Based on these statistics, by 2043, the average weight for a U.S. male is predicted to be 97.5 kg (215 lbs.), and the average weight for a female is predicted to be 84.2 kg (186 lbs.).	Paragraph provides two projections, one for males and one for females. To establish a weighted average the ratio of genders must be specified. Can you confirm if the CDC figures include baggage?	The Offeror shall assume a 50/50 distribution of male and female passengers. The weights provided currently do not include baggage. Assume 15 kg of baggage per person. This will be included in an Amendment.
33	2/27/2014	Technical	J	8.4.6 Seating Provision	Attendant call buttons which annunciate to crew members shall be available at all ADA accessible seating positions	Attendant call buttons are required only for disabled passengers who choose to sit in the designated location. Is this omission intentional?	Call buttons should be required at seats designed for people with disabilities (i.e. transfer seat(s) and wheelchair parking space(s)). If other seats are "accessible" as in "could be" used by persons with disabilities, call buttons need not be required.
34	2/27/2014	Technical	J	8.5.1 Amtrak Food Service Requirements	The interior layout for Amtrak shall provide a Café Vehicle Galley and First Class Galley space at least equivalent to the Acela Express, as described in the table below:	The storage volume requirements seem to be in error. The volume of the entire kitchen in the current Acela bistro cannot accommodate 65% of the storage the table indicates is present there. In the first class car the volume is more than four times that occupied by the entire food preparation and storage volumes combined.	For Amtrak, the 1st class has 45,.22cu.ft for carts and 20.833cu.ft for carriers - 66.053cu.ft total. Bistro car has 67.833 cu.ft for carts and 31.25cu.ft for carriers - 99.083cu.ft total. Storage is cubic feet and not square feet. An Amendment will be issued.
35	2/27/2014	Technical	J	8.5.1 Amtrak Food Service Requirements	The Contractor shall assume that the current Acela Express Trainset food service arrangements will prevail (i.e., that all First Class passengers will receive a meal at seat, prepared offsite and presented from a trolley on a tray). The current storage space noted above should provide sufficient space for this service.	The description of First Class meal service appears to be in error. On aircraft first class meals are served individually; trolleys are never used. (They were used in coach when meals were served thee.) In our experience, Acela first class follows the airline practice.	On the Acela First Class service, we do service the meals individually. The trolleys (mobile carts) are not used for service delivery. The trolleys (mobile carts) are used to store prepared meals and other support items during the trip.

36	2/27/2014	Technical	J	8.9.1 Pantograph	The pantograph shall be of a proven design capable of current collection at all speeds up to 390 km/h (242 mph).	The maximum speed specified (390 km/h) may be appropriate for California but seems excessive for Amtrak given that 12.2.12 requires only 257.5 km/h.	For Amtrak, the pantograph shall be of a proven design capable of current collection at 5 mph above the maximum operating speed. An Amendment will be issued.
37	2/27/2014	Technical	J	8.10.2 Operating Speed	For Amtrak, the Trainset shall be capable of an initial minimum continuous Operating Speed of 257.5 km/h (160 mph) under full load conditions, and a testing speed of the Operating Speed plus 5 mph. Further enhancements to this are shown in the "Options Schedule." Refer to Schedule 14- The Pricing Schedule. For the Authority, the Trainset shall be capable of a continuous Operating Speed of 354 km/h (220 mph) under full load conditions, and a testing speed of 390 km/h (242 mph).	What are the adhesion limits for design at these speeds?	For Amtrak: Adhesion limits for service braking under clean dry rail conditions are usually 15% or higher for speeds up to 135 mph. Values for emergency braking can be allowed to increase by approximately 20% than that for service braking. Modern propulsion systems develop adhesion levels often exceeding 25% on clean dry rail. Data on adhesion levels experienced at speeds above 160 mph is not available to Amtrak, but should generally follow the experience of the suitable equipment on dedicated right of way as is experienced in other parts of the world, with general temperate climate conditions. Degraded values for adhesion under poor climate conditions will vary significantly. For Authority: The Offeror shall determine and state the wheel/rail adhesion to be provided to meet the performance requirements. An Amendment will be issued. [Changed response]
38	2/27/2014	Technical	J	8.11.3 Shop Power Supply Receptacle	Auxiliary power receptacles and jumper cables shall be installed on each end on both sides of the Trainset.	Can we assume that the standard Amtrak HEP train line plugs and receptacles will be acceptable to both Amtrak and California?	Yes. Will be verified during the design stage.
39	2/27/2014	Technical	J	8.15.8 RearEnd Marking Devices / Marker Lights	Marker lights shall be of an approved LED design.	Since LED marker lights may be obstructed by snow accumulation (no heat emission), can we also consider conventional lights?	No. LED lights required.
40	2/27/2014	Technical	J	8.16.10 Passenger Information Signs	The Contractor shall provide for dynamic at-seat signage and end-of-Vehicle signage, together with dynamic signage in vestibules, bar/food service areas, and other passenger circulation spaces.	We assume the requirement for "...dynamic at-seat signage..." refers to a feature similar to that currently in place above each seat (or pair of seats) on the Acela and not to individual seatback video screens	Amtrak: Refer to Appendix D; Amtrak Design Ambitions for Vehicle Interiors. Authority: Yes. This dynamic signage is placed above the seats. An Amendment will be issued. [Changed response]
41	2/27/2014	Technical	J	8.16.12 ADA Compliant Call-for-Aid Signal	The "Call-for-Aid" signal shall be easily activated at each ADA position and toilet. Indication of the call shall be identified to the crew by location	Attendant call buttons are required only for disabled passengers who choose to sit in the designated location. Is this omission intentional?	See response to Question 33.
42	2/27/2014	Technical	J	8.16.14 Internal and External Camera Video Recorders	digital video recorder shall be provided in each Vehicle to continuously record each of the camera inputs in that Vehicle whenever the Trainset is in operating service	What is meant by "in operating service"? Will the cameras be recorded when there is motion, when the reverser is in the "forward" position, when it is simply inserted into the control desk or under some other condition?	Cameras shall be active when the Trainset is operating (this includes both in motion and stopped at a station and in revenue and non-revenue capacities). An Amendment will be issued. [Changed response]
43	2/27/2014	Technical	J	8.16.16 External Video Cameras – Forward Facing Cameras	These cameras shall continuously record all activities in front of the Trainset.	Should the external cameras record while the train is stopped (e.g. in a station)?	Yes.
44	2/27/2014	Technical	J	8.17.1 Requirements and Information	When any such System or component is operating outside of its predetermined Safety parameters, the train Operator shall be alerted, and the relevant alarms shall be transmitted to the train Operator console.	We assume failures not related to safe train operation should be available to the crew but not produce an alarm in the controlling cab.	The assumption is not correct. Comply with Section 8.17.1 as written.
45	2/27/2014	Technical	J	8.17.1 Requirements and Information	TMDS shall be capable of transmitting collected Data over the Owner-provided communication infrastructure to an appropriate wayside facility.	Has this "Owner-provided communication infrastructure" been defined?	For Amtrak: Yes. Please see "TCD Logical Diagram" attachment for details. The Offeror is responsible for providing the onboard equipment required for collecting and transmitting the required data to the Amtrak wayside infrastructure. For Authority: The Authority provided communications infrastructure has not yet been determined. An Amendment will be issued.
46	2/27/2014	Technical	J	8.17.9 TMDS Terminal Unit	Each Vehicle shall be provided with a TMDS Terminal Unit, including units that shall be installed in both Cabs of the Trainset. A Terminal Unit shall also be provided for the crew compartment. In addition to the requirements above, this unit shall also transmit Data to the crew member's display unit.	What is considered as the "crew department"?	A crew compartment is the same as a crew office on the Trainset (refer to Section 8.4.5).
47	2/27/2014	Technical	J	8.19.5 Lifting and Jacking Locations	Each Bogie shall be provided with slip resistant pads to allow lifting by floor jacks.	Is the intent of the requirement for trucks to have "...slip resistant pads to allow lifting by floor jacks..." to permit lifting of the car off of the truck by means of floor jacks or to lift the truck itself? If the former, pads would be required on the car body, where they are normally provided for that purpose. If the latter, we are not familiar with the procedure. Will the lifting be done with the car still on the truck?	This is for lifting of the truck only. Trainset lifting requirements are identified in Section 9.1.1.
48	2/27/2014	Technical	J	8.22.3 Intermediate Couplers	The intermediate sections of the Trainset shall be semi-permanently coupled	Please, consider changing to read as follows: "The intermediate sections of the Trainset shall be articulated or otherwise semi-permanently coupled."	Articulation meets the intent of semi-permanently coupled.
49	2/27/2014	Technical	J	11.2.1 Exterior Aesthetic Design Concepts	The Contractor shall develop a minimum of three distinctly different exterior concept packages for each Owner. In the case of the Amtrak exterior concepts the livery will be developed in close collaboration with Amtrak's nominated interior designer.	May we assume the variations requested here involve only graphics and not carbody design?	Yes, this section refers to exterior aesthetics and not carbody design.

50	2/27/2014	Technical	J	12.2.7 Clearances	The Vehicle floor height above TOR shall be 1295.4 ± 6.35 mm (51±0.25 inches).	The nominal dimensions specified for the vehicle in (b) and the platform in (c) produce a guaranteed nominal vertical misalignment of 3" and horizontal gap of 7", both far greater than the maxima permitted by the Americans with Disabilities Act "Final Rule" (0.625" and 3" respectively). Compliance with the horizontal gap limit can be easily achieved by means of an active gap filler. The vertical misalignment is not so easily addressed, but it can be mitigated, perhaps sufficiently, by specifying the nominal floor height as 48 (±0.25) inches. (See also 8.1.1.)	For Amtrak only: With respect to platform requirements, the ADA and implementing regulations generally provide as follows: • Platforms must be "readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs." • Level entry boarding means a boarding platform design in which the horizontal gap between a car at rest and the platform is no more than 10 inches on tangent track and 13 inches on curves and the vertical height of the car floor is no more than 5.5 inches above the boarding platform. • At stations with raised platforms, there may be a gap of no more than 3" horizontal and 5/8" vertical between platform edge and entrance to the rail car without providing a bridge plate, ramp or other appropriate device • Where it is not operationally or structurally feasible to meet such gap requirements, assistive boarding devices (e.g., ramps or bridge plates) are permissible means to accommodate passengers with disabilities. Trainsets designed with a 51 floor height and 10 width door threshold meet the requirements of this regulation. Gap fillers operated as part of the door operation that reduce the horizontal gap when the train is stationary are not excluded from being used. Appendix Note 1
51	2/27/2014	Technical	J	12.2.12 Pantograph Contact Wire Interface	The pantograph shall track the catenary wire at all speeds up to 265.5 km/h (165 mph) on Mainline track, with a gradient equal to 1/5 times the speed (in mph), and in conjunction with three overhead contact system designs, these are: The new constant Tension OCS currently under design for the New Jersey High Speed Rail Improvement Program, the current fixed termination OCS, and the Northend Electrification constant tension OCS. The dynamics between the pantograph and the OCS shall be validated in accordance with the most current version of specification BS EN 50318 and by field test measurements of the three types of OCS according to most current version of specification BS EN 50317.	The unit of measurement of this "gradient" is not clear. Is it dimensionless, such that, for example, at 160 MPH the pantograph must accommodate any change in wire height that occurs over a longitudinal distance of as little as 32 times (160 MPH x 1/5) that height change?	For Amtrak only: Table in Appendix Note 2 The values in the table for maximum % gradient are to be based on current AREMA and Amtrak standards, see below: For yard conditions the maximum gradient should be 2.3%. For speeds mainline -- 20 mph to 125 mph (1/5 x spd) x 100 (note: table is on the range of (2.5 x speed). For speed over 125 mph, the maximum gradient percentage is 0.15%.
52	2/27/2014	Technical	J	12.3.17 Static Axle Load	The maximum total static axle load of the train (total mass of the train) shall not be greater than 102% of the sum of all static axle loads of the train.	We believe the intent was " … 102% of the sum of the nominal static axle …"	"Nominal" will be added in an Amendment.
53	2/27/2014	Technical	J	12.3.17 Static Axle Load	The maximum individual static axle load of any axle shall not be greater than 104% of the individual static axle load.	We believe the intent was " … 104% of the average static axle …"	"Nominal" will be added in an Amendment.
54	2/27/2014	Technical	A	Section 31 - C&D	C. Amtrak - Maintenance Requirements Specification (MRS), ___ pages, dated_____.(to be added as an Amendment) D. Amtrak Technical Support Spares Supply Agreement (TSSSA), ___ pages, dated_____. (to be added as an Amendment)	Is there an estimation of when both documents will be released?	Amtrak's MRS was submitted with Amendment No. 002 on 3/4/14 and the TSSSA will be submitted later under future Amendment.
55	2/27/2014	Commercial	Exhibit A/Exhibit B	2.3.4.2 Buy America	For Buy America, the completed scores from the table found in Exhibit B will be added and awarded scores on the scale identified in Table 6. These points represent 40% of the Program Management Section of Stage 3. As identified in Exhibit B, the total possible points are 409.	The total available points in Exhibit B is 416. Is there a different version with 409 points?	The total of 416 points as accumulated in Exh. B is correct. Exh. A will be updated in a future Amendment to reflect this correction.
56	2/27/2014	Commercial	Exhibit E	"Input Constants"	"8 car Trainsets"	Depending on the length of the units, Trainsets may have more than 8 cars per Trainset. Can we modify the excel spreadsheet to adapt it to the actual number of cars?	The whole life cost model will be changed in a future Amendment.
57	2/27/2014	Commercial	A	1.1.5 1. PROPOSAL DUE DATE; SUBMITTAL REQUIREMENTS; PROPOSAL AGENT	All proposals in response to this Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services (the "RFP" or "Solicitation") must be received by 1800 GMT(Greenwich Mean Time) (2:00 p.m. New York Time) on May 16, 2014 (Close Date) through the Amtrak Ariba System.	Given the complexity of combining both Amtrak and CHSRA procurement programs and the demanding BA requirements included in the RFP; we want to ensure we are able to gather reliable information from our suppliers, mainly in relation to availability of proven equipment and BA compliance. This will reduce risks for both, the manufacturers and the future owners of the equipment. Therefore, we think it will be helpful to get an extension to get responses from as many suppliers as possible. Will it be possible to get a 3 month extension in the dead line for the submission of the proposal?	Refer to Answer #12
58	2/28/2014	Technical	J	8.5.1	Catering Concept	Is it planned to keep the existing catering concept or is Amtrak looking for a new catering concept? Shall the Offeror propose a new catering concept, specifically related to the storage hardware / trolley / carts / trolley cooling concept?	Yes, we plan to keep the existing catering concept.
59	2/28/2014	Technical	J	8.5.1	Five (5) Chill Carts Storage Two (2) Non-Refrigerated Carts Storage Six (6) Carriers Storage in Pantry	Is there a standard trolley required by Amtrak or is the Offeror free to choose?	Yes, we have standard size trolleys and carriers.

60	2/28/2014	Technical	J	8.5.1	Café Vehicle Food Storage Space 94 m^3 (3,320 ft^3)	94 m^3 (3,320 ft^3) is a significant portion of the volume of a coach. Can it be assumed, that in case the cart/carrier quantities are integrated in the galley, the required storage space is reached? If not, where does the requirement refer to?	Assumption is correct.
61	2/28/2014	Technical	J	8.5.1	First Class Galley Food Storage Space 52 m^3 (1,836 ft^3)	52 m^3 (1,836 ft^3) is a significant portion of the volume of a coach. Can it be assumed, that in case the cart/carrier quantities are integrated in the galley, the required storage space is reached? If not, where does the requirement refer to?	Assumption is correct.
62	2/28/2014	Commercial	A	5	Proposals Due-Close Date: May 16, 2014 Proposals Due-Hard Copies: May 17, 2014 Last Day for Submission of Questions/Exceptions: March 17, 2014	As the MRS/TSSSA is not yet available and in order to provide a more meaningful and sustainable offer to Amtrak/California, we respectfully request a proposal submission deadline extension of eight weeks. If a bid extension is deemed acceptable, would it be possible to move the deadline for Submission of Questions/Exceptions out accordingly?	The Close Date for receipt of all Proposals has been extended. The date remains July 14, 2014. Refer to Amendment 6. [changed response]
63	2/28/2014	Commercial	E	6.4, 6.5	6.4: Owner may require any sureties to appear and qualify themselves at any time. If Owner determines, in its sole discretion, that a surety is not qualified, Owner may, upon written demand, require Contractor to furnish a replacement bond at no additional cost, from a qualified surety acceptable to Owner. 6.5: Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials under this Contract in the following situations (a) If any surety upon any bond furnished with this Contract becomes unacceptable to Owner; or (b) if any surety fails to furnish reports on its financial condition as required by Owner.	The trigger language appears does not define objective, measurable trigger events. Instead it puts a supplier at risk of having to replace existing bonds at substantial cost for minor reasons. Would the Authority therefore agree to redefine the requirements for replacing surety bonds to the following market standard events: (a) insolvency of a surety, (b) a surety being the revocation of its license to operate or (c) a surety being removed from the US Department of Treasury's Circular TD 570 of admitted sureties?	Amendment to be issued.
64	2/28/2014	Commercial	E	6.4	6.4 At least 30 days prior to the date of delivery of the first Trainset deliverable under the Contract, including any Contract Modifications, Contractor shall provide to Owner and maintain at all times while there is an active Warranty Period a properly executed Maintenance Bond in the form included as Schedule 8 and in the amount of 10 percent of the cumulative Milestone Contract Amounts to secure Contractor's faithful performance of its warranty obligations under the Contract.	Is our understanding correct that the Authority will return the performance bond at the time a warranty bond is being issued? Would the Authority please further confirm that any warranty bonds or warranty L/Cs are being automatically returned to the supplier at the end of the warranty period?	Amendment to be issued.
65	2/28/2014	Commercial	B	6.2, 6.5	6.2: Contractor shall furnish (...) a properly executed Performance Bond (...) as follows: Design/Manufacture/Delivery of the Trainsets: one hundred percent (100%) of the milestone or progress payments up to fifty percent (50%) of the unescalated Contract Amount for all the Trainsets that are ordered. 6.5: In the event that Amtrak gives notice to Contractor of its intention not to order the Trainsets that it has the right to order, then, within sixty (60) days of such notice, the penal sum of the Performance and Payment Bonds required by Article 6.2 shall be reduced by sixty percent (60%) of the un-escalated amount (the "Reduction Amount") specified in the Contract as the price of the relevant Trainsets, and the Contractor shall refund to Amtrak a portion of the premium paid for the Performance Bond required by Article 6.2 hereof equal to the unearned premium determined in accordance with surety industry practice.	We understand from article 6.2 that bonds are only issued in support of Trainsets that have already been ordered. Article 6.5 however assumes a reduction of bond values and a premium refund in the event Amtrak chooses not to make use of its right to order further Trainsets. Since a supplier is not required to provide bonds for Trainsets that have not yet been ordered, no bond premium has been paid and therefore Amtrak may not be entitled to a refund. Could you please clarify the intention of article 6.5?	The required bond amount escalates as Trainsets are ordered up to 50% of the full contract amount. Section 6.5 reduces the required bond amount to 40% of the full contract amount if future orders are canceled by Amtrak such that the full number of Trainsets are not purchased. Amtrak then requires that if the reduction in the required bond amount reduces the bond premium to an amount less than the premium already charged to Amtrak, that the difference be refunded to Amtrak.
66	2/28/2014	Commercial	B	6.3, 6.4	6.3: Contractor shall furnish and maintain during the term of the Contract and until issuance of a Certificate of Fleet Acceptance… 6.4: Contractor shall maintain in effect such warranty (guarantee) bond for the period of the Five-Year Warranty Period...	Could you please confirm that performance and warranty are being automatically returned to the supplier upon reaching the events as defined in articles 6.3 and 6.4?	The bonds are not returned. Amtrak will not require the bonds be maintained by the supplier once the respective completion milestones are reached.

67	2/28/2014	Commercial	Exhibit F	Section B "Cost Model", Section F "Financial Plan", "Alternative Financial Approach"	-	According to the definition of the "Dodd-Frank Wall Street Reform and Consumer Protection Act", the Authority is classified as a "Municipal Entity" and is therefore governed by Dodd-Frank. In that context, would the Authority please confirm that it is consulting a so called "Independent Registered Municipal Advisor" when discussing, evaluating or negotiating any type of financing-related information or proposals provided by a supplier? We believe this is essential because otherwise suppliers offering a financing solution or related information to the Authority are likely to be in breach of Federal Law.	The Authority does not have an independent registered municipal advisor as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act . For purposes of clarity, the Authority is not seeking information or proposals related to the issuance of municipal securities or municipal financial products. The Authority is seeking proposals and/or information related to private sector investment, including debt, equity and non-financial equity (i.e., "sweat equity"), to be provided by the Contractor.
68	2/28/2014	Commercial	Exhibit F	GP 10.2, Exhibit F Section B "Cost Model"	GP 10.2: Owner shall pay Contractor each Milestone Contract Amount by making Milestone Payments upon Contractor's achievement of 100 percent completion of each Milestone.	Looking at the requirements and intended outputs of the cost model, we understand that the Authority is looking for a fully functioning Financial Model as typical for Public Private Partnerships with underlying project financing. At the same time the Authority intends to pay the supplier based on milestone payments, which indicates a standard procurement model. Could the Authority please clarify what the desired purpose/intent of the Cost Model is?	The intent of the Cost Model is to support the Offeror's price proposal, delivery and milestones schedule, and proposed Financial Plan (see Section D of Exhibit F).
69	2/28/2014	Commercial	Exhibit F	Section B "Cost Model"	-	We understand that the cost model is not part of the evaluation and is therefore purely meant for information/discussion purposes. Suppliers are therefore not required or even asked to have their models audited by a third party, which typically would be the case if suppliers had to assume any liabilities under the models submitted. Can you please confirm our understanding?	See response to Question 68
70	2/28/2014	Commercial	Exhibit F	Section B "Cost Model"	-	May we kindly ask the Authority to clarify based on which quantity of Trainsets suppliers are supposed the build-up the cost model? Shall option orders be included? If so how many and under which delivery schedule?	The Offeror shall make the same assumptions for the Cost Model as in the Authority Rolling Stock Cost Model including the number of quantity of Trainsets and exercise of options. Further information regarding the assumptions for the Authority Rolling Stock Life Cost Model and the Cost Model will be provided in Amendment 6. [changed response]
71	2/28/2014	Commercial	Exhibit F	Section B "Cost Model"	-	In the event the Authority envisages the cost model to perform the same or very similar functions of a financial model typically used in project financing, a large number of assumptions would have to be made which will significantly impact the outputs of the model. Many of those assumptions have not been defined by the RFP, including quantity of Trainsets ordered, timing of the order, envisaged financing and the Authority's potential participation in it as well the envisaged payment mechanism to the supplier, SPC or lenders. In order for the Authority to receive valuable information and to compare models, we respectfully request that the Authority arrange for meetings to discuss key assumptions and expectations for the cost model, with participation to include Authority staff, its financial advisor and the supplier ? If this meeting is declined, may we proceed with the understanding that suppliers are free to make all necessary assumptions (where possible) on their own? If so, please confirm that, pending further guidance from the Authority, that any assumptions made by suppliers will be non-binding.	**For Authority:** See response to Question 70. The Authority is not requesting the Offeror to arrange financing on its behalf. The Contractor will be paid through Milestone Payments and any financing that is anticipated by the Offeror to deliver under Authority Contract is at the discretion of the Offeror and shall be included in the Financial Plan submitted under Exhibit F. [Changed response]
72	2/28/2014	Commercial	Exhibit F	Section B "Financial Plan"	The bidder shall provide a 15-page Financial Plan outlining the financial and commercial structure that shall be in place to deliver the Trainsets.	Could the Authority please clarify which quantity of Trainsets shall be covered by the Financial Plan requested and under which delivery schedule? Also, given that the amount of detail may significantly vary depending on whether or not debt and equity financing is actually being proposed by a supplier, could the Authority please advise whether the Financial Plan may have more than 15 pages if necessary?	See response to Question 70
73	2/28/2014	Technical	J	12.1.1	49 CFR 229.123 Pilots, snowplows, end plates. After January 1, 1981, each lead locomotive shall be equipped with an end plate that extends across both rails, a pilot, or a snowplow. The minimum pilot, or a snowplow. The minimum clearance above the rail of the pilot, snowplow or end plate shall be 3 inches, and the maximum clearance 6 inches.	The proposed high speed suspension system has a very large stroke (primary 50 mm, secondary air spring 35 mm, secondary emergency spring 29 mm, total 114 mm = 4.5'') compared to conventional US equipment. Additionally there may be up to 45 mm = 1.8'' wheel wear. Under these conditions an obstacle deflector (pilot) mounted at only 152 mm = 6 '' above TOR would be at great risk of interfering with rigid parts of the infrastructure, such as frog or diamond guard rails. This issue has also been addressed in FRA RSAC ETF-II, but not yet finalized. Please advise how this conflicting requirement shall be resolved.	There are ongoing discussions within the FRA RSAC ETF concerning this topic. Final disposition of this will be resolved in Tier III NPRM II.

74	2/28/2014	Technical	J	8.22.2	The Trainsets shall be equipped, at each end of the Trainset, with an automatic center buffer coupler, geometrically and functionally compatible with a "Type 10 latch System automatic center buffer coupler".	Does Amtrak intend to use the Trainsets in double traction in revenue service?	Yes.
75	2/28/2014	Technical	J	#008	Amtrak response is: Availability of 99.9894% was calculated by dividing 4800 by the sum of (4800 & 0.51). New MTBSI will be 7,325 hrs. and new MTTRS will be 0.65 hrs. New Availability will be 99.9911%.	The original requirements are laid out in "Schedule 1 Part A_Tier III Next Gen Trainsets _Spec Rev 9_012414[1].pdf ". Amtrak has re-issued with Amendment 1 the same (identical) document without a change in MTBSI and MTTRS figures. Will "Schedule 1 Part A_Tier III Next Gen Trainsets _Spec Rev 9_012414[1].pdf" be updated accordingly or shall changes be traced individually as announced in the Q&A process? Also, please confirm that "Schedule 1 Part A_Tier III Next Gen Trainsets _Spec Rev 9_012414[1].pdf" as issued through Amendment 1 is the current and valid version?	There were no updates to reliability numbers. MTBSI is 4,800 hrs. and MTTRS is 0.51 hrs.
76	2/28/2014	Technical	J	8.12.1 General Description	An Interface between friction brakes, Cab signal, alerter, ATC/PTC System, and train diagnostic and monitoring Systems shall be provided.	Since all these systems are usually connected by the train control system, is there any further special interface required?	No.
77	2/28/2014	Technical	J	8.12.1 General Description	Provisions shall be made to allow release of the Trainset parking brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack), in emergency situations (i.e., Trainset stop in a tunnel), when the power from the Trainset batteries is not available.	It is understood that the requirement is to release the parking brake in emergency situations. One solution is the dedicated battery pack. May alternative solutions be proposed?	Yes, alternate solutions may be proposed provided that the solution meets the intent of an independent or dedicated power source. This will be clarified in an Amendment.
78	2/28/2014	Technical	J	8.12.2 Types of Brake Subsystems	The Trainset braking System shall utilize Electric Braking and friction braking to achieve the Specified Trainset braking rates and stopping distances.	Please confirm that this is valid for service braking, emergency braking and penalty braking.	The modes of braking (friction and electric) are valid for service, emergency, and penalty brake applications. The means and methods of the use of these modes of braking requires that the builder show all safety criticality requirements are met. Note: This answer is subject to any and all restrictions from Federal Regulations, an example being 49CFR 236. However, please also note paragraph 4 whereby "the friction brake shall have sufficient capacity to brake the Trainset to a standstill from the maximum operating speed on each section of alignment , including consideration of gradient, in emergency with all of the Electric Braking Systems inoperable."
79	2/28/2014	Technical	J	8.12.3 Protection of an Immobilized Train	It shall be possible to keep a train with a full load stationary for an unlimited period of time on the maximum gradient to be encountered with the maximum operational brake cylinder pressure applied and without assistance from the parking brakes.	Please confirm that "unlimited period of time" is valid under normal operating conditions, i.e. air is available/ compressor is working.	Correct.

80	2/28/2014	Technical	J	8.12.5 Wheel Slip/Slide Protection (WSP)	The function shall operate with all wheel sizes, new through condemning, and shall periodically self-calibrate wheel speed to compensate for wheel wear to maintain performance of at least 90% efficiency.	Does "self-calibrate" mean that the wheel diameter should be automatically determined by the control system?	Yes
81	3/3/2014	Commercial	B	SECTION 6.5	In the event that Amtrak gives notice to Contractor of its intention not to order the Trainsets that it has the right to order, then, within sixty (60) days of such notice, the penal sum of the Performance and Payment Bonds required by Article 6.2 shall be reduced by sixty percent (60%) of the un-escalated amount (the "Reduction Amount") specified in the Contract as the price of the relevant Trainsets, and the Contractor shall refund to Amtrak a portion of the premium paid for the Performance Bond required by Article 6.2 hereof equal to the unearned premium determined in accordance with surety industry practice.	Could you please explain to us what is the meaning for un-escalated amount (the "Reduction Amount")?	The full contract value.
82	3/4/2014	Commercial	B	-	-	Could you accept one surety as payment bond, another surety as performance bond, and a third one as maintenance bond?	Yes. The bonds do not need to be from the same surety.
83	3/7/2014	Commercial	A	SECTION 4	-	Section 4 of the ITO SAYS that the Authority will purchase 2 prototype Trainsets under Amtrak's contract. What does this mean and does the Offeror have to add these to the quantity bid for Amtrak.	See response to Question 3.
84	3/6/2014	Technical	J	3.2 Definition of Service Proven	Refers to Trainset Standard Platform in use in commercial high speed passenger service at least 257.5 km/h (160 mph) for a minimum of two years.	Since the conversion of round numbers into MPH does not result in a round number in KPH, would a Trainset in use in commercial high speed passenger service at 250 kph but tested up to 275 kph be accepted as Service Proven according to the definition?	Yes. Will be modified in an Amendment.
85	3/6/2014	Technical	J	5.1.1	Amtrak's simulations will be based on operations of up to a maximum cant deficiency of 5 inches (127 mm) for a non-tilt Trainset and up to 9 inches (229 mm) for a tilting Trainset. High cant deficiency operation shall provide compensation for quasi static lateral accelerations exceeding 0.06g and the amount of compensation shall be determined jointly during the performance simulations stated above.	Section 5.1.1 provides max cant deficiency for tilting and non tilting Trainsets. As it is the case with today's Acela Trainset, would it be acceptable to have a non tilting power car operating up to 9" cant deficiency while the passenger car would tilt.	Yes.
86	3/6/2014	Technical	J	7.3.1	For the Authority, the maximum Trainset length shall be such that all of the side entry doors of the Trainset in double traction can berth at a platform having a length of 407 m (1,335 feet).	We understand that the side entry doors are the passenger entry doors and exclude the cab access doors. Is our understanding correct?	Correct only if the Trainset layout permits cab access from the interior of the Trainset.
87	3/6/2014	Technical	J	7.7.1	The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism.	Can you characterize and or quantify the types of vandalism that the interior and exterior should resist?	The Trainset interior and exterior shall be sufficiently robust to resist damage from all vandalism, misuse, and terrorism. Also reference answers to Questions 25 and 29. [Changed Response]
88	3/6/2014	Technical	J	8.1.1	The Vehicle floor height above TOR shall be 1295.4 ± 6.35 mm (51±0.25 inches).	Please indicate the specific load conditions under which the Vehicle floor height above TOR shall be 1295.4 ± 6.35 mm (51±0.25 inches)	To be met for all loading conditions.
89	3/6/2014	Technical	J	8.2.2	Per EN 15663, the typical weight of a passenger, with luggage is identified as 80 kg (176 lbs.). The typical weight of a crew member, with luggage and Equipment, is identified as 80 kg (176 lbs.). A review of U.S. Center for Disease Control weight statistics for adult females and males has been conducted. Based on these statistics, by 2043, the average weight for a U.S. male is predicted to be 97.5 kg (215 lbs.), and the average weight for a female is predicted to be 84.2 kg (186 lbs.).	Could you please kindly confirm that the average weight of a male passenger (97.5 kg) and the average weight of a female passenger (84.2 kg) are with luggage?	See response to question 32.
90	3/6/2014	Technical	J	8.2.2	Per EN 15663, the typical weight of a passenger, with luggage is identified as 80 kg (176 lbs.). The typical weight of a crew member, with luggage and Equipment, is identified as 80 kg (176 lbs.). A review of U.S. Center for Disease Control weight statistics for adult females and males has been conducted. Based on these statistics, by 2043, the average weight for a U.S. male is predicted to be 97.5 kg (215 lbs.), and the average weight for a female is predicted to be 84.2 kg (186 lbs.).	Should we consider that 50% of the passenger are males and the other 50% are females? Otherwise, please clarify proportion to be considered.	See response to question 32.
91	3/6/2014	Technical	J	Attachment A -Next Gen DC to NY route profile.xlsx "Curves" spreadsheet	Appendix Note 3	This document details the route profile between New York and Washington DC. We have some difficulties to understand the curve position in the "Curves" spreadsheet. For example, on lines 10, 11, 12 and 13, 4 curves start at the same Actual Mile 7.356 and all end at the same Actual Mile 8.418 but, for the same track 3, they show 3 different radius: 11459.34 ft twice, 14324.18 ft. and 114593.4 feet. We definitively need to know which one must be used in our simulations. This situation appears 67 times in the spreadsheet "Curves".	**Pending**

92	3/6/2014	Technical	J	Attachment A - Next Gen DC to NY route profile.xlsx "Grades" spreadsheet and Next Gen NYP to Boston South Station Route Profile.xlsx "Grades" spreadsheet	Appendix Note 4	This document details the route profile between New York and Washington DC. We have some difficulties to use the grades data, which are defined for every 16 or 17 feet, a very small increment leading to a file containing more than 67000 lines for 226 miles. When comparing this with the equivalent data in file "Next Gen NYP to Boston South Station Route Profile.xlsx" where the grades are also defined, there are significantly less lines: only 945 for 231 miles. Would you have a simpler version of the grades data for the Washington to New York Penn station profile? Moreover on the same document we can see very high variation of grade in very small distances such as the example below (there are many other points like this in the complete file): Line 67223 flat track for 17 feet Line 67224 0.800 ascending grade for 16 feet Line 67225 0.433 ascending grade for 4 feet Line 67226 2.387 descending grade for 13 feet Line 67227 0.400 ascending grade for 16 feet Line 67228 0.200 descending grade for 16 feet Line 67229 0.800 ascending grade for 17 feet Do you confirm such quick grade variations for so short distances ?	**Pending**
93	3/6/2014	Technical	J	Attachment A - Next Gen NYP to Boston South Station Route Profile.xlsx "Grades" spreadsheet	Appendix Note 5	This document details the route profile between New York and Boston. We are surprised to see no curve between curve 152 and curve 165, which represents 13 miles of straight line. Can you confirm that this is effectively the case?	Pending
94	3/6/2014	Commercial	Exhibit A	2.1.1 & table 1	Amtrak/Authority has identified criteria that must be satisfied by Offerors in order for their Proposals to advance to Stage 2 of the evaluation process. These are the basic characteristics and features required for any Trainset to be able to gain access to the respective Amtrak Northeast Corridor (NEC) Corridor (for Amtrak Trainsets) and the Authority's Corridor (for Authority Trainsets).	We understand that the specified performances for the requirements listed in Table 1 must all be achieved for the proposal to advance to stage 2. For example, if the Journey Time specified in section 5.1.1 or the floor height specified in section 8.1.1 are not met, the proposal does not advance to further stages. Is our understanding correct?	Correct.
95	3/6/2014	Commercial	A/Exhibit A	5. RFP Timeline (table) 2.4.3 Amtrak Whole Life cost evaluation	Notice of Award TBD Contract Award TBD Notice to Proceed TBD Amtrak will evaluate the whole life cost, rather than first cost basis, of each Offeror's Amtrak Financial Proposal using Exhibit E (the "Amtrak Whole Life Cost Model"). The value assessment shall cover the period October 1 2016 to September 30th 2046.	Please let us know what dates we should use as the Commencement of Work date to ensure all bidders use a common start date in their respective Whole Life Cost Models?	**For Amtrak:** As stated in Exh. A, Section 2.4.3: "The value assessment shall cover the period October 1 2016 to September 30th 2046." Please consider October 1, 2016 as the start date. **For Authority:** See response to Question 70.
96	3/6/2014	Commercial	Exhibit A	2.3.4 Program a) i.	25% of the available score for the ability to deliver the first production Trainset for Amtrak 24 months from Contract Award through delivery of the final Trainset the later of 2018 or 48 months from Contract Award;	Alternatives 1 to 4 request different quantities of Trainsets. Which alternative will be considered to evaluate the final Trainset delivery milestone?	The evaluation is based on the reply to Alternative 4, and the number of Trainsets offered. Refer to revised answer to Question 18. Section 2.3.4 of Exhibit A-Evaluation process has been amended to make this clearer.
97	3/6/2014	Commercial	A/B	2.Whole Document including Schedules	If the Solicitation results in award of contracts for a Common Platform Trainset(s), the Amtrak contract will include the development of the design (including the development of the mock-ups) for both Amtrak and the Authority's Trainsets, including the manufacturing, testing, and pre-commissioning of the Amtrak and the Authority's two prototype Trainsets.	According to the Instructions to Offerors, the Contractor has to design and manufacture two prototypes Trainsets for the Authority under the Amtrak contract. The Amtrak General Provisions and associated Schedules do not mention any obligation related to this design and manufacturing of the Authority Trainsets. As a consequence, it is unclear what scope is included in the Amtrak Contract and what scope is in the Authority Contract. Moreover, the Milestone and payment schedule in the Amtrak Contract does not detail how the activities related to the design and manufacturing of the Authority Trainsets are paid for. We kindly request that Amtrak/Authority clarify the scope related to Authority Prototypes in each of the Contracts.	See response to Question 3.
98	3/6/2014	Commercial	Exhibit A	2.3.4 a) 2.3.4 .1	Whole sections	There is no requirement for the delivery of the Authority Prototype Trainsets. When does Amtrak/Authority expects these Trainsets to be delivered?	See response to Question 15
99	3/6/2014	Commercial	E	Schedule 2 - Section 10 Prototype Testing	In addition to the testing required to achieve Provisional Acceptance, Conditional Acceptance and Final Acceptance, the first two Trainsets manufactured for Owner shall undergo a comprehensive proof-of-design type regime(Prototype Testing) to demonstrate that the Trainsets, as designed, manufactured and delivered meet the performance criteria of the Contract. This Prototype Testing shall be completed before Final Acceptance of any Trainset.	Are the testing and commissioning of the California prototype trains and the qualification at 220 mph as per FRA rules expected to be achieved under the Amtrak contract?	See response to Question 3

100	3/7/2014	Technical	J	Attachment A - Next Gen DC to NY route profile.xlsx "Speeds-5 inch" and "Speeds-9 inch" tabs	Appendix Note 6	The "Speeds-5 inch" tab provides speeds for Posted Miles 32.956, 33.762, 34.239, 39.045, 40.261 while the "Speeds-9 inch" tab does not specify any value to these Posted Miles and therefore implies that the speed remains constant at 140 mph between Posted Miles 28.000 and 55.444, a slower speed than the allowed one in the 5 inch tab. Could you please review and confirm this is correct or provide an updated file?	**Pending**
101	3/7/2014	Technical	J	8.5.1	The interior layout for Amtrak shall provide a Café Vehicle Galley and First Class Galley space at least equivalent to the Acela Express, as described in the table in Appendix Note 7	The volume of Food Storage Space for the Cafe Vehicle and the First Class Galley is larger than we would expected. 94 m3 for 256 passengers represents a volume of 97 gallons of food and drink storage per business class passenger, and 52 m3 for 43 passengers represents a volume of 319.5 gallons of food and drink storage per first class passenger. Could you please confirm that the numbers in the table are correct, or provide updated table values to ensure we properly provision for space in the vehicle?	The 1st class has 45,.22cu.ft for carts and 20.833cu.ft for carriers - 66.053cu.ft total. Bistro car has 67.833 cu.ft for carts and 31.25cu.ft for carriers - 99.083cu.ft total. Storage is cubic feet and not square feet. An Amendment will be issued.
102	-	-	A	-	-	We kindly request a 60 day extension of time, from the current date of May 16, 2014, for submitting responses to the Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services.	See response to Question 12 and 62.
103	3/7/2014	Commercial	Exhibit E	Input Constants	Power Consumption	Should power consumption be calculated using the "Average annual Trainset miles" included in the operating plan at Acela's current speed profile?	Yes - the Operating Plan provides the average miles projected for the four (4) alternative responses.
104	3/7/2014	Commercial	Exhibit F	1.9 NPV of Energy Costs	Form D-9 Energy Costs	Which grades and speed profile should be used as basis for the calculation on the CHSRA corridor?	Same gradient and alignment data used to calculate trip time. Use the speed profile developed from the trip time model.
105	3/7/2014	Commercial	Exhibit E	Input Constants	Track Maintenance Cost	Exhibit E includes ""Track Maintenance Cost" as a "Placeholder use to be determined". Do train manufacturers have to complete this section?	Yes - we are requesting the projected track maintenance costs to be provided by the Offeror.
106	3/11/2014	Commercial	-	-	-	If I submit our required 17March submission to you after 6p EDT, will that be okay?	Yes.
107	3/11/2014	Commercial	-	-	-	Would Amtrak be willing to provide any respondent who asks the cost information for shipping Trainset vehicles from factory to Amtrak's designated point of delivery?	No, the builders should obtain the cost of transportation from the Class 1 Railroad in their area. Amtrak is not going to ship. The General provisions will be updated to reflect this in a future Amendment.
108	3/14/2014	Commercial	A	Section 2	2.INTRODUCTION/OVERVIEW [...]The intended result of the Solicitation is the procurement of "Common Platform," as that term is defined herein, Trainsets for Amtrak and the Authority. As detailed in the Solicitation, we will accept proposals for both Common Platforms and Amtrak specific requirements.	1) We understand that the tender is for Amtrak and CHSRA and it is not allowed to submit an offer only for Amtrak requirements. Please confirm. 2) We understand that it is acceptable to submit the following offer or combination of offers : a) one offer based on Common Platform for Amtrak and CHSRA requirements b) two offers, one based on Common Platform for Amtrak and CHSRA requirements and another one based only on Amtrak requirements .	1.) That is not correct – Amtrak only is permitted but builders should be aware that these offers will only be evaluated if no common platforms exist, or if the Authority withdraws from the solicitation. 2.) Correct. Priority is to submit one common platform for both Amtrak and CHSRA. Only at such time that a common platform proposal fails to pass Stage 1 would the consideration of an Amtrak only response be considered. This would be preceded by the exit of the Authority from the procurement.
109	3/14/2014	Commercial	A	Section 2	2.INTRODUCTION/OVERVIEW […] If Amtrak and the Authority determine that there are no Common Platform solutions, the Authority may exit the procurement process and Amtrak may continue with a stand-alone procurement.	If Amtrak and the Authority determine that there are no Common Platform solutions and Amtrak decides to continue with a stand-alone procurement: 1) Will a bidder that has submitted only an offer based on "Common Platform" be allowed to modify and/or upgrade the submitted offer, so to propose an offer only for the Amtrak Trainsets? 2) Will a bidder that has submitted only an offer based on "Common Platform" be allowed to submit a new offer only for the Amtrak Trainsets? 3) Will a potential builder that has submitted no offer be allowed to submit an offer only for the Amtrak Trainsets?	1.) Amtrak will determine at the point that it become clear if there is no "common platform" if they need to go for a new solicitation, or continue with the proposals as they stand. No allowance at this time has been made for builders to revise their proposals. 2.) No, unless Amtrak issues a new solicitation. 3.) No, unless Amtrak issues a new solicitation.
110	3/14/2014	Technical /Commercial	A	Section 2	2.INTRODUCTION/OVERVIEW [...] Offerors may propose different Trainsets of a Common Platform for Amtrak and the Authority, or a single Trainset that will satisfy the requirements of both Amtrak and the Authority. Differing widths of Trainsets are allowable. For Amtrak, acceptable widths are a Trainset UIC profile that complies with the Amtrak Interface requirements in Section 12.2.7 of Schedule 1 Part A and has a minimum interior width of 115 inches (2921 mm) measured at armrest height and/or a Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E. For the Authority, acceptable widths are a Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E, and/or a Trainset that meets a maximum allowable width as defined by the Authority's DC-03 Clearance Diagram.	1) We understand that a Trainset , having the vehicle clearance in compliance with UIC norms (Trainset UIC profile), complying with Amtrak Interface requirements and with 115 inches minimum interior width at armrest height will be acceptable only to Amtrak and not to the Authority. Please confirm that the understanding is correct. 2) Furthermore , for the correct interpretation of the requirements/statements among Instruction to Offerors and Trainsets Performance Specification, please confirm that the ITO technical requirements/statements of Section 2 have priority on the requirements of Trainsets Performance Specifications.	For Amtrak: 1.) Please note the 115 inch interior dimension is the minimum for Amtrak. 2) ITO identifies which widths are acceptable to the respective Owners. An Amendment will be issued. For Authority: 1) Correct - this is not acceptable to the Authority 2) ITO identifies which widths are acceptable to the respective Owners. An Amendment will be issued.

111	3/14/2014	Technical	A/J	Section 2 of A Section 7.2.1 of J	Instruction To Offerors The same of item 2 ; Trainsets Performance Specification 7.2.1 Requirements and Information The respective Owner will be selecting one Trainset platform from the three listed below, which will be identified prior to Contract award: a) A Trainset UIC profile that complies with the perspective Owner's interface requirements in Section 12.2.7 and 12.3.18, respectively. . For Amtrak, the Vehicle interior width measured at armrests level shall be a minimum of 115 inches (2921 mm). b) A Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-1355 Rev. E. (Diagram is attached to this Specification). c) A Trainset that meets a maximum allowable width as defined by the Authority's DC-03 Clearance Diagram ..... For these three alternatives, maximized of common train system and component is required.	1) Trainsets Performance Specification states that the acceptable Trainset Clearances will be selected prior to Contract award by Owner , i.e. Amtrak and CHSRA. Instruction to Offerors specifies the alternative different clearances acceptable to Amtrak and the ones acceptable to CHSRA. Please confirm that the understanding is correct. 2) Since (CHSRA) does not accept Trainset with UIC profile clearance, as per the Instruction to Offerors requirements/statements, Trainsets Performance Specification requirement 7.2.1 a is not anymore applicable to CHSRA. Please confirm that the understanding is correct. 3) Please confirm that the Trainset having the maximum allowable clearance as defined by Amtrak Clearance Diagram 05-1355 Rev E is acceptable to both Amtrak and Authority (CHSRA).	1) Refer to response 2 of comment 110. 2) Refer to response 1 of comment 110. 3) Correct. The Amtrak and Authority Trainsets shall conform to the Amtrak and Authority clearance diagrams, respectively. The source documents for the Amtrak and the Authority's clearance diagrams are referenced in the Infrastructure Interface Specifications (Appendix B and Appendix C, respectively). (Changed response).
112	3/14/2014	Commercial	A	Section 2	2. INTRODUCTION/OVERVIEW [...] The proposed Amtrak Trainset must be capable of an initial minimum continuous operating speed of 257.5 km/h (160 mph) under full load conditions, and a testing speed of 265.5 km/h (165 mph). In addition, Amtrak seeks information on the maximum operating speed of the Trainset being proposed, and whether the Trainset is capable of operating up to a continuous operating speed of 300 km/h (186 mph) and/or 354 km/h (220 mph) and associated implications.	1) Please confirm that offers of Trainsets for 257 km/h operational speed that are incapable to be upgraded to 300 km/h and/or 354 km/h will not be accepted. 2) In case the offers incapable to be speed upgraded are accepted , please clarify the award criteria according of which offers capable to be speed upgraded are evaluated against offers incapable to be speed upgraded.	1.) Proposals that do not contain the capability to be upgraded to 186 mph will be accepted. 2.) Yes, Stage 2 of the evaluation criteria allows for additional marks for any Offeror who exceeds any of the criteria.
113	3/14/2014	Commercial	A	Section 2	2. INTRODUCTION/OVERVIEW [...] The first Amtrak contract is for the procurement on an alternative number of Trainsets. [...] The Authority is seeking to procure high speed Trainsets....	We would like to have a clear understanding about the quantity of the Trainsets for Amtrak and for Authority (CHSRA). The News Release of AMTRAK/CHSRA dated January 24 2014 announces the procurement of up to 28 Trainsets for Amtrak and of an initial order of 15 Trainsets for CHSRA. 1) Could you please explain how 28 Trainsets are calculated ? What is it included in this figure in addition to the 25 Trainsets of Alternative # 4 (ref Amtrak operational plan)? 2) 15 Trainsets for CHSRA is the sum of 2 prototypes and of 13 Trainsets for Fleet 1 . Please confirm.	**1.) For Amtrak:** The number "up to 28" is not used in the RFP. It was used in Amtrak's discussions with media to give an approximate size to the order. The RFP specifically asks for pricing being acquired by Amtrak under four alternatives (see section 2 of the Instructions to Offerors). The builders should identify the quantity of Trainsets required to achieve each of the schedules in alternatives 1 through 4. In developing these quantities, the builders should include the number of Trainsets they feel would be needed in daily service, plus those needed for longer term maintenance and spares for unexpected occurrences for each of those alternatives that in effect is the builder's view of the number of Tier III Next Generation Trainsets that Amtrak would need to acquire to reliably meet those operating schedules. The builders calculation of these quantities should use, among other things, the demonstrated reliability of their service-proven design. Amtrak's final decision on the number of Trainsets in its initial order will be based upon the number that will yield the best commercial value to the corporation. **2.) For Authority:** Correct -- clarification will be issued in Amendment 6. [changed response]
114	3/14/2014	Commercial	A	Section 2	2. INTRODUCTION/OVERVIEW [...] Alternative 1: Phase 1 of the Operating Plan calls for the addition of peak hour half hourly service that requires 6 additional Trainsets to operate alongside the existing Acela. Offeror should state the number of Trainsets needed for these additional 6 services	We understand that ,in the calculation of the number of Trainsets to be offered for alternative 1, the Offeror shall count the 6 Trainsets required in operation and additional Trainsets (spare Trainsets) to be used in maintenance works so to have 6 Trainsets always in operation. 1) Please confirm the understanding is correct. 2) Please confirm that for the calculation of Alternative 2 and 3 and 4 to be offered , the Offeror shall add to the number of Trainsets specified for each Alternative in the Amtrak Operational Plan (attachment 13.1 l of the Trainsets Performance Specifications) the relevant spare Trainsets.	1.) Yes, that is correct - Alt. #1 calls for 6 daily diagrams in service plus additional Trainsets for long term overhaul, maintenance and revenue service availability. 2.) Again correct – the daily number of diagrams to be executed is stated on the Operating Plan and represents the number of daily diagrams to be executed. The builder should take into account this service level plus additional Trainsets planned for long term overhaul, maintenance and revenue service availability. The builder should take into account its projected RAM to propose a recommended fleet size.

115	3/14/2014	Commercial	A	Section 4	4. ORDER QUANTITIES [...] The Amtrak (Trainsets) quantity may be ordered under the initial order or in multiple orders at various times.	The Amtrak Trainsets quantity to be included in the procurement contract is the quantity of the chosen alternative (among the possible four alternatives of section 2 of ITO) of the awarded offer . Since alternative 1 , 2 and 3 should cover phase 1 of the Amtrak Operation Plan attached to Trainsets Performance Specification and alternative 4 should cover later phase 2, please confirm alternative 1, 2 and 3 quantity will not be splitted in multiple orders and on contrary alternative 4 may be splitted in multiple orders. 1) Please confirm that the understanding is correct, otherwise explain. 2) Please confirm that the bidding documentation (price schedule, term and conditions, etc.) will be adjusted to introduce the multiple order possibility , otherwise confirm the no multiple orders will be placed.	1.) Amtrak reserves the right to vary the order quantity and timing of the orders. 2.) At this time Amtrak does not intend to adjust any of the proposal documentation due to multiple orders.
116	3/14/2014	Technical	A	Section 16	16 OPTIONS FOR AMTRAK [...] A. ADDITIONAL INDIVIDUAL PASSENGER CAR VEHICLES The Offeror is requested to submit pricing for the provision of additional business class vehicles that will enable the Trainset configuration to be extended to provide up to a 33.33% increase in passenger capacity. An explanation of the solution(s) to achieve this proposal shall be provided .	We understand that the Amtrak intention is to increase the passenger capacity of the base Trainset of 33,33% (about 140 seats) by the addition of business class vehicles so to have a new Trainset configuration. Please clarify the following about Trainset length requirement : 1) Shall this new configuration comply with Trainset length of the TPS (205 m) ? 2) Or, in alternative, is it allowed to exceed the train length indicated in the TPS (205 m) ? In addition please clarify the following about performance (acceleration, speed) requirements: 3) Has the new train configuration to respect the performances (acceleration, speed, etc.) indicated in the TPS? 4) Or, in alternative, is it allowed to have lower performances? In the response to the above item n°2 and n°4, please specify respectively the acceptable extra Trainset length and the amount of reduced performances.	1.) No – the restriction of 205 m overall length does not apply with the added vehicles. 2.) If Amtrak exercises the option for the additional vehicle, the overall length may exceed 205 m with the added vehicles. 3.) The new train configuration would still need to meet the performance characteristics indicated in the performance spec. 4.) No - see #3 above.
117	3/14/2014	Technical	A	Section 16	16. OPTIONS FOR AMTRAK C. ADDITIONAL SIMULATOR Offerors shall provide a proposal for an additional full motion cab driver simulator with all the controls and cab systems required to operate the Trainset. All cab equipment and systems shall be functional with realistic audio and visual feedback for the NEC route. The simulator must allow the simulation of conditions and scenarios encountered during NEC railroad operations.	We note that this option is for Amtrak but terms conditions (payment schedule, certificates etc.) are included only in the Authority (CHSRA) general provision. 1) Please clarify if one simulator is required respectively for Amtrak and for CHSRA (two simulators in total). 2) Is the simulator for Amtrak an option? Is the simulator for CHSRA included in the CHSRA base contract? 3) Please inform the term and conditions for the Amtrak simulator. 4) Please advise about the technical requirements for the CHSRA simulator. We note that there is no specific requirement to implement any Californian high speed route in the CHSRA simulator . Please confirm.	1) The Authority requires its own simulator. Amtrak requires one simulator with its base order and one as an option. 2) For the Authority - yes. For Amtrak, see answer to part 1 of this question. 3) Refer to Amtrak's Trainset General provisions. 4) Specification Section 8.8.2 specifies a full-motion 3D simulator that is in compliance with 49CFR240 Type 1. The Contractor will be required to update the Authority route and characteristics as they are finalized. This will be clarified in an Amendment.
118	3/14/2014	Commercial	A	Section 16	16. OPTIONS FOR AMTRAK	1) Please inform when each option should be ordered and the relevant delivery schedule. 2) Please advise the term and conditions of each option.	1) Amtrak's options shall be exercised at the time of the base order except the addition of seating capacity which is at the date specified in Schedule 14. 2) Refer to Amtrak's Trainset General provisions.
119	3/14/2014	Technical	A	Section 24	24.RESTRICTION ON SERVICES PERFORMED OUTSIDE OF THE UNITED STATES- AMTRAK ONLY Amtrak is prohibited from contracting to have services provided at or from any location outside the United States if such services were, as of July 1, 2006,performed by a full-time or part-time Amtrak employee whose base of employment was located within the United States. Accordingly, all Offerors must ensure that their proposals do not include the performance of such non-domestic services. Any questions concerning this requirement should be directed to the Solicitation Contact for Amtrak by the date set forth in Section 5 hereof.	Please list the services of section 24 of Instruction to Offerors that Contractor must perform domestic and that the Offerors must consider in their proposals.	**Pending**
120	3/14/2014	Commercial	B	Article 12	12. LIQUIDATED DAMAGES 12.1 [...] Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages, the following amounts: a. $100,000 per day, per Trainset, for up to 90 days of delay; b. $200,000 per day, per Trainset, for between 91 – 180 days of delay; and c. $250,000 per day, per Trainset, for beyond 180 days of delay. 12.2 In the event that Contractor's performance is delayed to such an extent that, by the terms of Article 12.1, aggregate liquidated damages calculated in accordance with Article 12.1 would equal or exceed ten percent (10%) of the total contract value, then Amtrak shall have the right to terminate this Contract for default [...]	1) Please consider the possibility to remodulate the amounts that Contractor shall pay to Amtrak as liquidated damages, because they appear to be oversized, even compared with the amounts that Contractor shall pay to Authority as "Liquidated Damages for Delay in Trainset Final Acceptance" (article 11.1 of Authority Trainset General Provisions). 2) Please consider the possibility to introduce a liability's cap, specifying the amount that Contractor's liability for the liquidated damages (described in Article 12.1 of Amtrak Trainset General Provisions) shall not exceed.	**Pending**

121	3/14/2014	Technical	J	Section 8.4.6	8.4.6 Seating Provision For Amtrak, the baseline interior layout shall provide a nominal 425 passenger seats. For the Authority, the baseline interior layout shall provide a minimum 450 passenger seats. If provided, seats in bar, food service, and other passenger circulation areas shall not be included in the seat count for passenger capacity	1) Please confirm that 425 nominal passenger seats is the Trainset minimum passenger capacity for Amtrak. 2) Please confirm that , since the Trainset will be evaluated according the solution of cafe vehicle of Option 1 of Trainsets Performance Specification section 8.5.1 and since the seats of the lay out shown for Option 1 (Cafe Split Option) of Trainsets Performance Specification attachment 13.1 c are in an area separated from the cafe are , the seats of Option 1 can be included in the seat count for the passenger capacity. 3) Please confirm that 450 is the minimal Trainset capacity for the Authority.	1) Yes 2) Passenger seating in the café can be included in the minimum count of 425 seats; however, these seats must be revenue seats of the same style as seats located in Business Class. 3) 440 seats will be the minimum allowed. This will be stated in an Amendment - seats less than 450 will be subject to an monetary adjustment during evaluation.
122	3/14/2014	Technical	J	Section 8.4.8, 8.4.9, 8.4.15, 8.7.1, 12.5	8.4.8 First Class Seating (all) 8.4.9 Business Class Seating (all) 8.4.15 Vehicle Passageways (all) 8.7.1 Requirements and Information (all) 12.5 Appendix E - ADA (all)	We understand that the wheelchair accommodations shall be placed in every coach (First Class coach , Business Class coach and Cafe coach). 1) Please clarify how many wheelchair accommodations shall be placed on each coach. 2) Please confirm that it is acceptable that, when the train is stopped at Station, the persons in wheelchair will pass from a coach (α) to another coach (β) of the same Trainset by alighting from the coach (α), passing through the station platform and getting on the coach (β). 3) Please confirm that it is not mandatory to allow a passage of the persons in wheelchair from the coach (α) to the coach (β) through the internal passageway.	**Pending**
123	3/14/2014	Technical	J	Section 8.4.8, 8.4.9	8.4.8 [...] Seating shall be provided with spacing equivalent to 1067 mm (42 inches) of Pitch. The Contractor shall identify the equivalent spacing, measured in accordance with UIC 660:2002 Appendix D, for review and Approval by the respective Owner. 8.4.9 [...] Seating shall be provided with spacing equivalent to 991 mm (39 inches) of Pitch. The Contractor shall identify the equivalent spacing, measured in accordance with UIC 660:2002 Appendix D, for review and Approval by the respective Owner.	We understand that the seats shall have a pitch as for Sections 8.4.8-8.4.9 in order to achieve the legroom and free space at knee level requested by UIC 660:2002 Appendix D. We understand that Offerors can propose a reduced pitch if the proposed solution, due to seat better performance (i.e. a less depth seat), achieves the legroom and free space at knee level requested by UIC 660:2002 Appendix D. Please confirm that the understanding is correct.	Resultant legroom and free space at knee, as measured per UIC 660 Appendix D, shall be equivalent to spacing having the identified pitch.
124	3/14/2014	Technical	J	Section 8.5.1	8.5.1 Amtrak Food Service Requirements The interior layout for Amtrak shall provide a Café Vehicle Galley and First Class Galley space at least equivalent to the Acela Express, as described [...] below: Café Vehicle Food Storage Space: 94 m^3 (3,320 ft^3) First Class Galley Food Storage Space: 52 m^3 (1,836 ft^3)	1) Required "Café Vehicle Food Storage Space" and "First Class Galley Food Storage Space" appear to be both oversized (almost 50% of a coach) also compared with Acela food storage space. Please verify. 2) Please note that this size of the "Café Vehicle Food Storage Space" is not apparent neither on the sketch of the "Baseline Existing Acela Equipment" nor on the sketches of "Cafe Design Vision" (attachment 13.1-c of Trainset Performance Specification).	See response to Question 101.
125	3/14/2014	Commercial	A	Section 5	Event: Last Day for Submission of Questions/Exceptions Date: March 17, 2014 Event: Proposals Due-Close Date Date: May 16, 2014	Due to the complexity of bidding activity for both technical and commercial features, we consider a postponement of due dates of "RFP Timeline" appropriate. Would it be possible to postpone the "Proposal Due-Close Date" for about 4 months, with an accordingly adequate deferment of "Last Day for Submission of Questions/Exceptions"?	The date has been extended to 7/14 for the technical proposal and the financial proposal is to be submitted as described in section 5. in the ITO. See Amendment 6.
126	3/14/2014	Technical	J	Sec. 8.18.3	The Trainsets shall be equipped with automatic fire suppression Systems to extinguish a fire upon detection in the affected location, in all cases and at all Trainset speeds. Methods of extinguishing fire shall be provided for the passenger and crew areas and for the electrical compartments and cabinets.	Is this to mean that a fire suppression system like sprinkler is expected for passenger saloon, crew areas and for the electrical compartments and cabinets? Sprinkler is not a normal practice for passenger train and not effective because pin-point fire fighting is not possible, and rather hazardous for oil or electric fire. In case of saloon or crew room, appropriate provision of portable fire extinguishers is the normal practice. Please clarify the intension of the requirement. We request that the necessity of automatic fire suppression system shall be subject to the result of comprehensive fire safety analysis.	No change. An onboard fire suppression system is required, this must be provided as set out in the specification.
127	3/14/2014	Commercial	Exhibit B	Page 2 Column H - Cost	All Offerors prices must initially be for fully Buy America Compliant Trainsets. This is - 100% American Built.	There are components which are not available in the US at the moment. How can we state the price to be made in the US? Shall we include an investment cost, technology transfer cost including patent? This requirement does not seem realistic. Please clarify.	The builder should complete Exhibit B using the best available information they have to enable that section to be evaluated.
128	3/14/2014	Technical	J	Sec. 8.2.2	The Contractor shall confirm that the structural design of the proposed service proven platform can accommodate this payload, developed in accordance with EN 15663, utilizing the projected U.S. adult average weights identified above.	The expected average weight of U.S. adult females and males in 2043 is only required for structural design verification, and not for other train performance. Please confirm.	Incorrect. The expected average weight shall be accounted for in Trainset performance.
129	3/14/2014	Technical	J	Sec. 8.4.11	Toilet facilities shall be provided on the Trainset per a maximum of 55 passengers per toilet ratio.	We assume that this requirement is for "average number" in a Trainset. If so, for Amtrak, 8 toilets will comply with this requirement, while for the Authority because of the higher passenger capacity (at least 450), additional one toilet will be necessitated. However, this additional toilet will not be able to evenly reduce the passenger/toilet ratio in train. If the requirement is slightly relaxed from 55 to 57 or 58, we can provide the same interior arrangement for Amtrak and the Authority. Provision of additional toilet in a Trainset will be a big impact for a common platform. Please consider if this requirement is relaxed.	The minimum requirement remains at 55.

130	3/14/2014	Commercial	A	Chap. 2	(Page 7 of 34) Alternative 1: **Phase 1 of the Operating Plan** calls for the addition of peak hour half hourly service that require **6 additional Trainsets** to operate alongside the existing Acela. Offeror should state the number of Trainsets needed for **these additional 6 services**. (Page 7-8 of 34) Alternative 3: Replacement of the existing Acela fleet and with the addition of extra half hourly service set out in **Phase 1 of the Operating Plans**; the operational requirement is for **22 operating Trainsets** each day. Offerors should state number of Trainsets to operate this service.	In order to assess the number of the Trainset required, non-operation time such as inspection, cleaning or daily maintenance is the important factor. The number of the Trainset required is depending on such non-operation time. We request Amtrak to provide more concrete prerequisite conditions (required time of each maintenance work, turn-round service time, etc.), or the current operation patterns (train roster) of Acela fleet. In addition, the meaning of "addition of peak hour half hourly service" is not clear. We are now assuming two types of operation plan; a)Through operation in peak hour For through operation trains from Boston to DC, or vice a versa, which depart the origin in peak hour, it is already out of peak hours when they arrive in NY. This means that for NY customers no peak hour additional service is available. b)Regional Rapid Service in peak hour Since not many passengers use from end to end, it will be more appropriate that all additional services are between Boston and NY, and between NY and DC (No through operation added) . These two types of operation plan will result in different number of Trainsets required. We request Amtrak to specify the timetable and service plan (train roster plan) that NGHSR Trainsets are used, for evaluation purposes. Also, we like to know if there are any restriction about vehicle operation, such as a Trainset which departs Washington DC should be back to Washington DC, and so on. And more, can daily inspection for added Trainsets be done in any yards? In other word, can we think that there are enough capacity in current three yards (BOS, NY, WAS) to perform daily inspection for every added Trainset?	**Pending**
131	3/14/2014	Technical	J	Sec. 6.3	MAINTAINABILITY	In order to create appropriate maintenance plan, please provide maintenance interval of existing Amtrak car.	Please refer to Amtrak Maintenance Requirements Specification (MRS)
132	3/14/2014	Technical	J	Sec. 12.2.9	Train wash Facilities	We understand that the contractor shall verify that interfaces with the existing train wash facilities. However no information about composition of cleaner is found in “Amtrak Train wash Facilities”. Please provide information about cleaner used for existing train wash facilities.	The Offeror shall suggest a cleaning solution within the constraints of Amtrak Trainwash Facilities- Section 31.1- i of Schedule 1 Part A.
133	3/14/2014	Technical	J	Sec. 8.10	TRACTION SYSTEM	AC primary equipment are considered as part of propulsion system. In order to create appropriate AC circuit design please provide information of the existing AC circuit configuration.	Unable to determine requirements of question.
134	3/14/2014	Technical	J	Sec. 8.10.6	Harmonic Characteristics and Related Over-Voltages on the OCS	We will follow the harmonics requirement as per this clause, however, it is inevitable to generate integral multiplications of 60Hz. In our previous experiences, integral multiplications of input frequency were exempted when evaluating harmonic characteristics. Please clarify if this exemption is also acceptable to this solicitation.	**Pending**
135	3/14/2014	Technical	J	Sec. 8.12.1	The braking performance of the Authority’s Trainset shall be compliant with 2008 HS RST TSI Section 4.2.4, relative to the maximum speed of 354 km/h (220 mph).	In 2008 HS RST TSI Section 4.2.4, braking stop distance specified up to 350km/h. Please clarify how to specify braking stop distance for 354km/h.	Calculation provided in 2008 HS RST TSI Section 4.2.4. Assume same levels of deceleration and equivalent time of application as specified for 350 km/h.
136	3/14/2014	Technical	J	Sec. 12.3.41	b) Guides and coordinates the RAM design, Analysis, test, documentation, and certification activities.	Please clarify what "certification activities" in this clause means?	**Pending**
137	3/14/2014	Technical	J	Sec. 8.4.11	Toilets	We are assuming the toilet facility shall be compatible with the existing servicing facilities and operation. Please provide following information about current toilet facilities for Acela : - Service interval and tank capacity - Pressure value of wayside vacuum system for emptying the retention tank and clean water replenishment	Current Acela info for reference only: 1)24h service cycle 2) 90 Gal waste tank 3) Wayside Vacuum pump output: 29.83 in-Hg
138	3/14/2014	Technical	J	Sec. 8.4.12	Luggage stowed in overhead racks shall be visible from seated positions directly below and by crew walking through the Trainset.	Visibility varies depending on the height of the crew and the object which needs to be found. Please clarify.	The standard percentile of height for the train crew shall be used. It shall be possible to notice, when walking through the coach or sitting underneath the racks, that there are items stored on the overhead racks so the shelf may be transparent or semi-opaque. No change will be made to the Specification.
139	3/14/2014	Technical	J	Sec. 1	The Contractor shall provide a Trainset platform of a Service-Proven design, or a variant of a service Proven Trainset platform.	Because of the special requirement and constraint of Amtrak operating conditions, such as carbody clearance, OCS height, minimum curve radius, necessity of tilting system, and Tier III compliance, a lot of design changes will be necessitated from the "Service Proven" equipment. Physical appearance might be different from the existing "Service Proven "equipment. As such, the requirement of service proven or a variant thereof shall be read as "developed with proven technologies". Please consider this.	Noted.
140	3/14/2014	Commercial	Exhibit B	Amtrak/Authority HSR Buy America Component List	Points available for Domestic Content	With the current list attached, following questions arise: 1. Depending on the design, there will be items that are "not applicable". In such cases, the point thereof will be counted as "zero" in evaluation? If so, it does not seem to be fair. 2. Are the points acquired in each item simply summed up for evaluation? Some items are very expensive and some others are very cheap, but the point we can get may be the same, or the cheaper items could get higher points. This does not seem to be a reasonable evaluation in view of Buy America concept. Please clarify.	**Pending**
141	3/14/2014	Commercial	A	1.1.5 1. PROPOSAL DUE DATE;	All proposals in response to this Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services (The "RFP" or "Solicitation") must be received by 1800 GMT (2:00 p.m. New York time) on May 16, 2014 (Close date) through the Amtrak Ariba system.	Many of the questions raised by the potential Offeror are responded as "Pending" in Addendum -3, and some information necessary for tender is yet to be issued. It is not realistic that we can submit the offer by the closing date specified. Please reconsider our request for extension.	See response to Question 12.
142	3/14/2014	Technical	J	Sec. 8.11.3	The components shall allow 480 VAC to be supplied to a Trainset from a Maintenance facility standby power station, and auxiliary power distribution System when coupling two Trainsets without using adapters.	What system shall be powered by the shop power supply? If multiple systems shall be powered, is there any priority of them?	Power for all systems shall be supplied from a wayside 480V 3 phase connection at the maintenance facilities. An Amendment will be issued. There is no priority.

143	3/14/2014	Technical	J	Sec. 8.12.1	The brake System shall be capable of stopping a fully loaded Trainset from its maximum Operating Speed within the signal spacing existing on the track over which the train is operating, and/or within the given movement authority, under worst-case adhesion conditions.	Please provide any guideline and details to understand the worst-case adhesion.	For Amtrak: Adhesion limits for service braking under clean dry rail conditions are usually 15% or higher for speeds up to 135 mph. Values for emergency braking can be allowed to increase by approximately 20% than that for service braking. Modern propulsion systems develop adhesion levels often exceeding 25% on clean dry rail. Data on adhesion levels experienced at speeds above 160 mph is not available to Amtrak, but should generally follow the experience of the suitable equipment on dedicated right of way as is experienced in other parts of the world, with general temperate climate conditions. Degraded values for adhesion under poor climate conditions will vary significantly. For Authority: Braking performance for Authority's Trainset to comply with 2008 HS RST TSI Section 4.2.4.
144	3/14/2014	Technical	J	Sec. 8.16.14	A digital video recorder shall be provided in each Vehicle to continuously record each of the camera inputs in that Vehicle whenever the Trainset is in operating service. The video recorder shall be located in the Vehicle to protect against damage that might occur in the event of a collision. The recorder shall have a removable memory module with a storage capacity of at least 48 hours of incident free operation plus one incident of 15 minutes duration.	Does this clause request that one video recorder per car (8 video recorders per Trainset)? It is possible to provide less number of video recorders which has high recording capacity by using the latest technology. Please clarify.	A digital video recorder system shall be provided in each Trainset to continuously record each of the camera inputs in each Vehicle whenever the Trainset is in operating service. The video recorder(s) shall be located in the Trainset to protect against damage that might occur in the event of a collision. An Amendment will be issued.
145	3/14/2014	Commercial	Exhibit A	-	-	Normally after the evaluation stage, BAFO is required. Please confirm if this is applicable to this solicitation.	Amtrak/Authority reserves the right to request one or more BAFOs.
146	3/14/2014	Technical	Exhibit A	Sec. 2.2.2 (Page 8 of 37) Top Column	The Offeror 's proposal shall provide simulated Trainset energy consumed and returned details for the respective **Owner's system service patterns**. Attachments for alignment and **schedule information** shall be used as reference. (Performance Spec attachments)	We cannot find such attachments which describes Owner's service patterns. Therefore it is not possible to provide the required simulation results. Please clarify.	**Pending**
147	3/14/2014	Technical	J	Sec. 8.10.9	Gearboxes shall be mounted and attached to the traction motors to limit transmission of vibration into the track work by reducing unsprung mass.	It is required that gearboxes shall be mounted and attached to the traction motors. However, this seems to refer to particular technology. Normal EMU practice is that gearbox is supported by bogie frame and axle, and connected to the traction motor via coupling. The requirement shall be "performance" basis and shall not refer to particular means or technology to realize the required performance. Please confirm.	Gearboxes shall be mounted to limit transmission of vibration into the trackwork by reducing unsprung mass. An Amendment will be issued.
148	3/14/2014	Technical	J	Sec. 8.22.7	Auxiliary power and control connectivity configurations shall be included at each end of the Trainset to accommodate the provision of auxiliary power and control signals to the disabled Trainset by either a Trainset or a rescue locomotive.	Please clarify the specification of auxiliary power from rescue train such as AC voltage (including number of phases and imbalance between phases) and DC voltage.	**Pending**
149	3/14/2014	Commercial	A	Section 2.3.4	Section 2.3.4.a addresses the evaluation criteria for project schedule, where as a reference is made to the delivery term as "delivery of the first production Trainset for Amtrak" to be XX months from Contract Award.	Please clarify the term "first production Trainset for Amtrak" as used in this section. The Proposer understands it to represent Amtrak's prototype Trainset. Please confirm.	The first production Trainset is considered Amtrak's prototype Trainset.
150	3/17/2014	Technical	J	7.3.1. Trainset Configuration - Requirements and Information	For Amtrak, the distance between the first and last axles of the Trainset shall be a maximum of 205 m (672.6 feet).	The Offeror requests the following language change: "Allow the manufacturers to propose a wheelbase of up to 235 meters." Our [the Car-builder's] understanding is that key parameters that Offeror need to meet are: (1) maximum wheelbase length of 205 meters; (2) equipment with a proven design and a track record of reliable performance; (3) seating capacity of 425 passengers; and (4) a maximum static axle load of 17 tonnes. We cannot identify a final train configuration that meets each and every one of these four key requirements. We believe that, although all the elements are important for Amtrak, the order of priorities for Amtrak is, first, a proven product, second, seating capacity, third, axle load and fourth, wheelbase length. With respect to the wheelbase length, we believe that this requirements is to accommodate the Trainsets in the existing maintenance facilities; however, we estimate the cost of updating them will be relatively small. Consequently, if our assumptions are correct, we take exception to the 205 meter length limit and request a change allowing manufacturers to propose a wheelbase of up to 235 meters. This change would require the addition of about 49 ft. to each end of the three maintenance facilities	No.
151	3/16/2014	Technical	A	2	For purposes of this Solicitation, a Common Platform is defined as a Trainset or Trainsets from a "platform" family (e.g. either distributed or concentrated power, similar body construction/cross section, either conventional or articulated bogie architecture) that meets the requirements of Stage 1 of	Could you provide detailed description of "Common Platform" especially for capital components and subsystem?	Refer to ITO as submitted as part of Amendment 6.
152	3/16/2014	Technical	Exhibit A	2.1.2 TABLE 1; 1.0	The Offeror shall provide evidence that it is offering a Service-Proven high speed Trainset, or a variant thereof.	If there is any qualified standards to measure the service-proven components? If yes, could you give the detailed information?	**Pending**

153	3/16/2014	Technical	J	4.1.1 Regulations	While proposed Tier III requirements shall be met, there may be sections of Tier I and Tier II criteria that may be applicable to the Owner's Trainset design. It shall be the Contractor's responsibility to ascertain applicability of all relevant parts of U.S. laws and regulations, and to provide demonstration of compliance with these regulations and justification to the Owner and FRA for Approval.	Can we interpret in such a way that: should the rolling stocks designed by the contractor meet the requirements for I, II and III-grade standard sections at the same time.	The Contractor shall comply with all regulations.
154	3/16/2014	Technical	J	4.1.2 Standards	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset.	Since part standard of JIS is different from EN and UIC standards, the design could not possibly meet all foregoing criteria. It is recommended to confirm the specific standards the design is required to meet?	The Contractor can propose standards that meet or exceed the standards specified. An Amendment will be issued.
155	3/16/2014	Technical	J	7.7.1 Requirements and Information	The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism.	The description is rather vague. The rolling stocks are supposed to be designed as per regular protocols. No designs could prevent all vandalism or terrorist attacks.	The Contractor shall develop and implement a program that reduces the threat and effect of vandalism to the lowest practicable level. An amendment will be issued.
156	3/16/2014	Technical	J	8.12.5 Wheel Slip/Slide Protection (WSP)	The Trainsets shall also be provided with rotation monitoring Equipment to detect locked axles and to indicate this condition in the operating Cab through an audible and/or visual alarm.	What is the device that is monitored by the rotating monitoring devices? The axles, traction motors or gear boxes? Do all rotating parts need to be monitored?	Any device that permits the detection of locked axles through rotation monitoring.
157	3/16/2014	Technical	J	8.19.1 Requirements and Information	Bogies shall be of a Service-Proven design.	What is the meaning of "Service-Proven design" specifically? What supporting documents are needed?	Refer to 2.3.2.1 of Exhibit A.
158	3/16/2014	Technical	J	8.19.1 Requirements and Information	The proposed designs shall be demonstrated as being compliant with all Specification requirements through finite element Analysis (FEA), Vehicle dynamic simulation, and instrumented testing at approved testing facilities and on the respective Owner's network.	Does the vehicle dynamic simulation means the dynamic test of line simulation on the test bench? Do you have more specific explanation?	No change is required.
159	3/16/2014	Technical	J	8.19.2 Wheel Truing	For Amtrak, the Bogie arrangement shall be compatible with current wheel truing Operations.	Please provide the related information about Amtrak's bogies and wheel machining, including wheelbase, requirements of size for wheel machining devices, jigs and fixtures, etc.	Please see section 13.1 attachment K.
160	3/16/2014	Technical	J	8.19.2 Wheel Truing	Wheel true drawings have been included as an attachment (see attached). A journal box adapter maybe needed, this will have to be determined after the review of the Contractor's design.	What does journal box adapter refer to? What is the function of it?	Adapter may be needed to accommodate the use of Amtrak current wheel truing equipment.
161	3/16/2014	Technical	J	8.19.3 Suspension	The secondary suspension shall incorporate automatic carbody-to-Bogie height adjustment, which shall be functional for all loading conditions, and shall include auxiliary spring units, or equivalent, to ensure safe wheel-rail performance at all speeds in the event of secondary suspension Failure. If the secondary suspension utilizes air springs, the air pressure of the springs shall be monitored by the Trainset monitoring System.	What does "at all speeds" specifically refer to, when fails? Is maximum operating speed required during fails? According to operating experience in China at present, the speed shall be reduced during fails.	All speeds up to maximum operating speed.
162	3/16/2014	Technical	J	8.19.3 Suspension	Provisions shall be made for vertical adjustment to compensate for wheel wear to maintain the TOR-to-floor height within the vertical tolerance. The design, which shall be subject to Owner review and Approval, shall permit adjustment with standard Maintenance Equipment and shall not impair the operation of the Bogie. Suspension design shall permit adjustments to be made without disconnecting the Bogie from the carbody. Wheel wear shall not be compensated at the primary suspension.	If "standard Maintenance Equipment" are required for wheel wear compensation, please provide drawings, shapes, sizes and instructions of the standard maintenance devices so that they could be taken into consideration in the design.	Per Section 9.1.1, it is the Contractor's responsibility to identify tools and equipment needed for Trainset maintenance. Amendment to be issued.
163	3/16/2014	Technical	J	8.19.6 Bogie Mounted ATC/PTC and ATO Equipment	The Bogie design shall include the allocation of space and provision of mounting points and means for Automatic Train Control (ATC)/Positive Train Control (PTC) and, for the Authority, Automatic Train Operation (ATO) Equipment integration.	Please illustrate via examples.	The requirements of Schedule 1 Part A shall be met.
164	3/16/2014	Technical	J	8.19.8 Trainset Dynamic Behavior	The Contractor shall demonstrate safe operation of the Vehicle by conducting MCAT simulations on track Classes 2-9, as defined in the amended Track Safety Standards 49CFR Part 213 Appendix D for track Classes 6-9 and in the respective Infrastructure Interface Specifications (Appendices B and C) for track Classes 2-5.	Please provide the requirements for gauge, track twist and irregularity for newly building or maintaining 2-9 grade tracks.	-Please refer to 49 CFR Part 213 Appendix D for track classes 6-9 and in the respective infrastructure interface specifications (Appendices B and C) for track classes 2-5.
165	3/16/2014	Technical	J	8.19.8 Trainset Dynamic Behavior	The Contractor shall describe its approach during the conceptual stage of the Design Review Process to mitigating low-speed wheel-climb derailments and conduct analyses in accordance with the FRA Low Speed Derailment Safety Advisory SA-2013-02.	We can not find the document SA-2013-02.	The Safety Advisory is publicly available here: http://www.fra.dot.gov/eLib/details/L04710.
166	3/16/2014	Technical	J	8.19.8 Trainset Dynamic Behavior	Trainsets shall be designed to be stable and free from hunting oscillations at all Operating Speeds up to 10% in excess of the maximum intended Operating Speed under worst-case conditions inclusive of component wear.	Who does the "worst-case conditions" refer to?	"Worst case" conditions includes any combination of poor weather, track conditions, vehicle component wear, etc. Amendment to be issued.
167	3/16/2014	Technical	J	8.19.9 Bogie Instability and Defective Gearbox Monitoring	Bogie instability and gearbox performance defects shall be monitored as part of the Trainset monitoring System.	What does the gearbox performance defects mean? The temperature of the bearing for the gear box?	Any gearbox performance aspect that could contribute to instability or unsafe conditions for the Trainset.

168	3/16/2014	Technical	J	8.19.14 Machine-Based Measurement/Inspection	The Contractor shall submit, for Owner review and Approval, methods incorporated onto the Trainset to enable wayside-based monitoring and inspection Systems to evaluate components en route including, but not limited to, wheels, brake pads and rigging, and bearing housings.	Please give the examples.	As stated in the requirement " Systems to evaluate components en route including, but not limited to, wheels, brake pads and rigging, and bearing housings." An example is the use of video and laser comparator systems that automatically inspect the bogie mounted components from track level.
169	3/16/2014	Technical	J	8.19.15 Axle Bearing Health Monitoring	Provision of an onboard axle bearing health monitoring System must not interfere with the operational effectiveness of existing wayside detection Systems.	Please provide information about the existing wayside detection System.	For Amtrak: Provision of an onboard axle bearing health monitoring System must not interfere with the operational effectiveness of existing wayside detection Systems. Note: To prevent Trainsets triggering an incorrect alarm of trackside hot axle box detection (HABD) Equipment, the Trainsets shall have no component or Vehicle part, or commodity that generates sufficient heat in the target area that triggers an alarm. Amtrak to provide Amendment details of NEC HABD design(s). For Authority: An example is the use of wayside mounted Hot Axle Box Detection systems.
170	3/16/2014	Technical	J	8.19.16 Hot Axle Box Detection	To prevent Trainsets triggering an incorrect alarm of trackside hot axle box detection (HABD) Equipment, the Trainsets shall have no component or Vehicle part, or commodity that generates sufficient heat in the target area that triggers an alarm.	Please provide the technical document of the HABD equipment.	For Amtrak: Amtrak to provide Amendment details of NEC HABD design(s). For Authority: For an example, refer to 2008 HS RST TSI Section 4.2.3.3.2. See answer to question 169.
171	3/16/2014	Technical	J	12.2.4 Rail Profiles	The Northeast Corridor utilizes four unique rail profiles based on Operating Speeds. The rail profile details and properties can be located in the "Amtrak Rail Profile" file attached to this Specification.	The track profile submitted by the Owner has no dimension marks, please supplement.	This is a grinding template and it is in Miniprof format we do not have the dimensions for the drawing.
172	3/16/2014	Technical	J	12.2.3 Track Geometry	b) Horizontal curves or radius equal to or greater than 100 m (328 feet).	Please confirm where is the 100m curve? Is it the station line, connection line or the main line? Is it single car or hanging cars?	Not sure what hunging car means but the trains will have to negotiate the curvature while coupled together.
173	3/16/2014	Technical	J	6.1.1 Requirements and Information	The last column "failures for the train stopping running and provide MTBSI (hour)" in the RAM index value table for the train set.	Please specify the meaning of "train stopping running", does it means the train stops and cannot continue running?	Do not see reference. This column states "List each failure which immobilizes a train and provide its MTBSI (hr.)." Note this table will be moved to ITO in an Amendment.
174	3/16/2014	Technical	J	8.14.2 Passenger Comfort	The HVAC System shall provide comfort air inside the Trainset per Figure 5 and Chapter 9 of the ASHRAE Fundamentals Handbook. ASHRAE Standard 55-2010 shall be used to determine the interior thermal environmental factors that will provide environmental conditions acceptable to passengers.	Please provide Drawing 5.	Please obtain ASHRAE Standard 55-2010
175	3/16/2014	Technical	J	8.14.4 Interior Conditions	The thermal comfort conditions defined in ASHRAE Standard 55-2010 shall be maintained within the Vehicle, including toilet rooms and Cab, throughout the entire exterior ambient design conditions defined in the table below:	It is suggested that the temperature inside the train to be executed as per the curve specified in Appendix E of UIC553-2003. In addition, what is the detailed requirements for the "layover cool mode" and "layover heat mode"?	As per specification, reference ASHRAE Standard 55-2010.
176	3/16/2014	Technical	J	8.14.8 Sealing of Trainsets	The Contractor shall verify that the Trainset can achieve the medical health criteria for basic tunnel cross-section using the UIC software SEALTUN, or equivalent, during the design phase.	What does the "medical health criteria for basic tunnel cross-section or equivalent standards" mean?	**For Amtrak:** The recommended UIC779-11 medical health criterion to adequately safeguard the health of the railway travelling public from air pressure changes in tunnels is stated below. Medical health criterion: The maximum pressure change (peak-to-peak), to which train passengers and crew are subjected, must not exceed 10 kPa within any part of the time taken by the train to pass through any particular tunnel. **For Authority:** For the Authority, refer to DCM Chapter 13.
177	3/16/2014	Technical	J	8.11.2 Low Voltage Power	The Contractor shall determine the load shedding scheme and provide a proposal for a staged degraded operation based on battery capacity including sustaining emergency operations.	Does holding of emergency operation mean the train is powered by battery? Does the DC power supply can be DC110V or DC74V, DC37.5V?	Yes. The Trainset shall include a load shedding scheme for staged degraded operations based on battery capacity (including sustaining of emergency operations). The Contractor shall advise of this scheme for the respective Owner's review and approval. An Amendment will be issued.
178	3/16/2014	Technical	J	12.2.11 Traction Power Supply	a) The Northeast Corridor has three operating voltages: a. 12 kV, 25Hz +10/-30 %. b. 12.5 kV, 60Hz +10/-30 %. c. 25 kV, 60Hz +10/-30 %. d. In normal Operations, line current available is no greater than 1200 A.	Is speed limit running be considered when the train is supplied by 12 kV, 25Hz + 10/-30 % and 12.5 kV, 60Hz + 10/-30 % power modes?	No.

179	3/16/2014	Technical	J	8.4.11 Toilets	The Trainsets shall be fitted with controlled emission toilets, capable of fully retaining all waste and odor between servicing on all routes and service patterns. Facilities shall have the capacity of storing, operating, and supplying full passenger loads for three consecutive days without servicing. Toilets shall be of the vacuum type. The retention tanks shall be designed to be emptied by a vacuum System. Toilet waste retention tanks shall be capable of being 100% drained during Normal servicing. The Trainset toilet Systems shall provide sufficient clean water for flushing and hand washing and waste storage capacity per passenger per trip, for three days service, based on System drain and replenishment at service locations only.	It is too large for the water tank and waste tank to meet the requirements of 3 days, and it is suggested to changed to meet 1 day requirements.	The requirement will be changed to a 2 day requirement. An Amendment will be issued. Amendment reads as follows: Toilet waste retention tanks shall be capable of being 100% drained during Normal servicing. The Trainset toilet Systems shall provide sufficient clean water for flushing and hand washing and waste storage capacity per passenger per trip, for two days service, based on System drain and replenishment at service locations only. The Contractor shall propose the size of the fresh water and waste water tanks based on a minimum usage of 6 uses per hour for 18 hours per day, and shall justify the tank sizes through reference to industry standards.
180	3/16/2014	Technical	J	8.2.2 Vehicle Masses	The Contractor shall confirm that the structural design of the proposed service proven platform can accommodate this payload, developed in accordance with EN 15663, utilizing the projected U.S. adult average weights identified above. This information shall be submitted to the Owner for review and Approval	Does the strength inspection adopt human weight specified in EN 15663 standard or American adult average weight? If adopts American adult weight, does it calculate as per the male and female average weight?	See response to comments 32 and 128.
181	3/16/2014	Technical	J	8.4.3 Basic Features of All Vehicle Types	o) Windows shall be provided with tinted glazing. All windows in the passenger seating areas shall be equipped with passenger operated blinds or side curtains to provide protection against the glare of the sun. Curtains or shades shall be replaceable without the need to remove wall panels.	Can "Curtains or shades shall be replaceable without the need to remove wall panels" be understood as the curtain cloth cleaning and maintenance can be achieved without removing the wall?	Yes, we would like to clean and replace them without removing the walls. An Amendment will be issued.
182	3/16/2014	Technical	J	5.1.1 Requirements and Information	-	Line simulation adopts Next Generation TPC Date Form.xls", but the traction characteristics can only meet 186mph and can not reach 220mph. San Jose and Los Angeles can not use this characteristics to conduct TPC. Whether the traction characteristics is adopted for the actual design?	Next Generation TPC Data Form.xls is applicable for Amtrak only.
183	3/16/2014	Technical	J	8.12.1 General Description	b) Comply with all proposed Tier III brake System criteria defined in 49CFR Part 238.731 and ETF_001-02 – Proposed Rule text for NPRM.	We do not find the 49CFR Part 238.731, Whether it is in ETF_001-02 document? If not, please provide the check method for this chapter.	Confirmed 49CFR Part 238.731 is included in the ETF_001-03 document-proposed rule text for NPRM. Please see FRA web site.
184	3/16/2014	Technical	J	8.12.1 General Description	A redundant multi-master brake control configuration shall be provided. The control of the braking System is Safety critical. The brake control unit shall be configured for graduated release only.	What does "redundant multi-master brake control" mean? Does it refer to the whole Trainset or a car? What does "configured for graduated release only" mean?	1. For the Trainset, 238 CFR 431 mandates an independent failure detection system that shall compare brake commands with brake system output to determine if a failure has occurred. At individual car level, beside the WSC (wheel slip control) element, the DNRA (detection of non-rotating axles) comes as a secondary brakes control element, in case of a WSC failure. 2. Graduate release (versus direct release) means the brake system is designed to release (reduce) the brake cylinders pressure proportional to the brake pipe pressure rise, incremental, from brake full service to brake release condition. An Amendment will be issued.
185	3/16/2014	Technical	J	8.12.1 General Description	The Trainset shall provide a continuous application of partial brake (e.g., on one Vehicle) during the brake test segment of the pre-departure test, sufficient to hold position at terminal stations. Particular attention shall be paid to the impact of degraded mode operation on this function.	What does "a continuous application of partial brake (e.g., on one Vehicle) " mean? Can the train be moved? What does "the impact of degraded mode operation" mean? Please explain in details.	Refer to 49CFR238.313 for Class 1 brake test requirements.
186	3/16/2014	Technical	J	8.12.1 General Description	Provisions shall be made to allow release of the Trainset parking brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack), in emergency situations (i.e., Trainset stop in a tunnel), when the power from the Trainset batteries is not available.	Does not using independent or special power supply (manual) to release parking brake meet the requirements?	See response to Question 77.
187	3/16/2014	Technical	J	8.12.3 Protection of an Immobilized Train	It shall be possible to keep a train with a full load stationary for an unlimited period of time on the maximum gradient to be encountered with the maximum operational brake cylinder pressure applied and without assistance from the parking brakes. It shall be possible to hold a train with a full load stationary for an unlimited period on the maximum gradient to be encountered with parking brakes.	What is the maximum gradient? Whether 6% stipulated in Section 12.2.6 is suitable here?	**For Amtrak**: No less than 3%, no more than 5%. Will change section 12.2.6 to reflect the change. **For Authority**: For the Authority, refer to Section 12.3.11.
188	3/16/2014	Technical	J	8.22.6 Friction Brake Equipment Requirements for Rescue Operations	Should a Trainset be required to be pulled by a rescue unit, the Controlling Cab shall be located within the rescue unit.	What does "the Controlling Cab shall be located within the rescue unit "mean? Please explain in details.	The operating cab in the rescue unit will be used to control the train when a rescue unit is coupled to a disabled train.
189	3/16/2014	Technical	J	12.3.6 Climatic and Environmental Conditions	d) A maximum rainfall in 24 hours of 26 cm (10.4 inches) and a maximum snowfall in 24 hours of 60 cm (23.6 inches) shall be accounted for in the areas in which Trainsets shall operate. The effect of rain and snow shall be considered, depending on the Equipment installation, together with wind and car movement.	With this wind speed, the speed limited running train still has risks, does stop be considered to ensure the train safety?	Refer to specification section 12.3.6 for maximum wind speed that a train is to operate in.
190	3/16/2014	Technical	J	8.8.2 Cab, Cab Desk, and Driving Simulator	A standardized Cab and Cab desk in accordance with UIC 612-0, or equivalent, shall be provided.	Whether the Cab should completely consist with the model which is defined in UIC 612?	A standardized Cab and Cab desk in accordance with UIC 612-0, or equivalent, shall be provided.

191	3/16/2014	Technical	J	8.8.2 Cab, Cab Desk, and Driving Simulator	a) Architecture/ergonomics for Operators ranging from the U.S. 5th-percentile female to 95th-percentile male.	Could you provide us the figure of American people feature in terms of anthropometry such as height and weight, or where we can obtain the standard?	**Pending**
192	3/16/2014	Technical	J	12.2.2	Salt, ice, severe dust and iron particle laden wind conditions, with severe lightning storms, snow and driving rain occur in the areas in which trains shall operate.	Could you provide us the max speed of the wind?	High 60 mph
193	3/16/2014	Technical	J	3.4	DCM_RSProcurement_01132014	What is the standard to calculate dynamic gauge for Authority?	Refer to General Notes in DCM Chapter 3 Appendix 3.
194	3/16/2014	Technical	J	12.2.7	The horizontal and vertical Vehicle clearance outlines are shown on Amtrak Drawing D-05-1355 Rev. E.	What is the standard to calculate dynamic gauge for Amtrak?	**Pending**
195	3/16/2014	Commercial	A/M	2. Introduction/Overview	Amtrak is requesting a proposal based on the four alternatives, all of which relate to the Operating Plans attached to this Solicitation. All the Trainset quantities quoted in the above Alternatives are for Trainsets in service and make no allowance for spare or maintenance cover.	According to the statement in the document, can we believe that the bidder will provide the quantity of Trainset as per following four proposals? Namely: alternative 1 of 6 trains ; alternative 2 of 16 trains ; alternative 3 of 22 trains ; alternative 4 of 25 trains;	The numbers stated in the Operating Plan represent only the number of Trainsets required to execute the daily service levels. These numbers do not include additional Trainsets for long term overhaul, maintenance and / or revenue service availability. The builder should consider its projected RAM and provide a recommendation for the total number of Trainsets required – inclusive of the above.
196	3/16/2014	Commercial	Exhibit A	2.3.4	The project program evaluation represents 30% of the Stage 3 score and must achieve a minimum score of 70%. The program shall be assessed on the basis of: a, b, ,c, d	According to your previous clarification, the performance for section 2.3.4 of Exhibit A is to be measured against Alternative 1. And what is the standard to measure Alternative 2,3,4?	**Pending**
197	3/16/2014	Commercial	A	Section 28	The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this Solicitation and the resulting Contract, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at: http://www.cahighspeedrail.ca.gov/assets/0/152/281/84d5b5b0-c0a8-4c09-9d06-45a1ccc1136c.pdf	We cannot find the electronic document of the policy by clicking the website link. Could you provide us the electronic copy?	http://www.hsr.ca.gov/About/Doing_Business_with_HSR/organizational_conflict_interest_policy.html
198	3/16/2014	Commercial	G	-	-	Do we need to submit all documents from SIGNATURE DOCUMENT as part of our proposal for the solicitation?	No.
199	3/16/2014	Commercial	B	Section 8.1.2	Delivery of Trainsets shall be FOB Destination, during normal working hours 8:00 AM to 4:00 PM (New York Time), to Penn Coach Yard, Philadelphia, Pennsylvania, United States or some other location designated by Amtrak.	Could you give us detailed address of the delivery location including zip code?	**Pending**
200	3/16/2014	Commercial	C	Section 4.4	Option 1: Service Exchange and Overhaul by the Contractor Option 2: Service Exchange and Overhaul by Amtrak	Do we need to submit both two plans for both two options, or just choose one option to submit one plan?	**Pending**
201	3/16/2014	Commercial	E	Section 7.1	7.1 Contractor shall make available to Owner for three months, at a location in the United States designated in writing by Owner, the mock-ups and Trainset Exhibits produced by Contractor for Owner under the Amtrak Contract.	We want to confirm that whether the mock-ups and Trainset Exhibits produced by Contractor for Owner is delivered within three months of first Trainset delivery ?	Authority only: Mockups to be delivered and approved in sufficient time to allow the prototype Trainsets to be manufactured. Allow a minimum of 90 days for Authority approval of the mockups. An Amendment will be issued.
202	3/16/2014	Commercial	-	-	-	Do the FRA, Amtrak and the Authority supervise the whole production process?	The roles of FRA, Amtrak and Authority are as stated in the Contract documents. Supervision is the responsibility of the Contractor.
203	3/16/2014	Commercial	B	Section 32.1 Section 32.2	32.1 Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties 32.2 In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties	Whether the "Indemnified Parties" is for Amtrak?	The term "Indemnified Parties" is defined in Article 1 of the Amtrak General Provisions.
204	3/16/2014	Commercial	-	-	-	For the 100% localization, we need to negotiate and communicate with some local suppliers. So we apply for extending the bidding deadline for two months.	See Amendment 6.
205	3/16/2014	Commercial	Exhibit A	2.3.4	a) 25% (maximum) - Amtrak Project Schedule based on:	What is the delivery plan for two prototypes purchased by Authority?	To be included in an Amendment.
206	3/16/2014	Commercial	D	-	-	Since you just released the TSSSA document on 14th Mar, could we apply for extending the deadline of submission of questions/exceptions?	See Amendment 6.
207	3/17/2014	Technical	J	8.2.1	The Contractor shall comply with the technical criteria and procedures produced by the FRA RSAC Engineering Task Force (ETF) for Tier III service (reference ETF_001-02 – Proposed Rule text for NPRM).	Please provide the reference, "ETF_001-02 – Proposed Rule text for NPRM" to prevent any confusion.	See ETF_001-03 - please see FRA website.
208	3/17/2014	Technical	J	8.2.1	The Contractor shall also adhere to the requirements of EN 12663 and EN 15227, or comparable Relevant Standards, unless otherwise noted in this Specification.	The design concept according to EN 12663 and 15227 standards are much different from the design concept according to CFR regulation. For example of static load, the compressive load at coupler for EN 12663 is 450,000 pounds (2000 ken) but the load for CFR 238.703 is 800,000 pounds. Also, the load magnitude and loading location for the collision and corner post are different between EN standards and CFR regulations. Thus, it is difficult to find out how much applying the EN standard if the CFR regulations or Specifications are not noted. It is more clear to understand if the guideline for applying EN standards is described in this specification.	Please refer to specification section 4.1.1. It is the Contractor's responsibility to comply with all regulatory (including statutory) requirements, inclusive of FRA Tier III proposed rule text.
209	3/17/2014	Technical	J	8.2.2	The Contractor shall confirm that the structural design of the proposed service proven platform can accommodate this payload, developed in accordance with EN 15663, utilizing the projected U.S. adult average weights identified above. This information shall be submitted to the Owner for review and Approval.	Please define the "projected U.S. adult average weights". The average weights for a U.S. male and a U.S. female are 97.5 kg and 84.2 kg, respectively according to the review of U.S. Center for Disease Control. please confirm that we can understand that the average weight for U.S. person is 90.85kg (average weight between a male and a female).	See response to Question 32.

210	3/17/2014	Technical	J	8.2.3	The Contractor shall demonstrate, by means of appropriate calculations and tests, that the carbody strength and fatigue performance of the carbody and Bogies are suitable for the service life of the Trainset within the expected loading conditions, mass distributions, and design configuration for the Owner's Operations.	There is no fatigue load case in CFR regulations and this specification. Is it possible to apply the fatigue load cases as defined in EN standards (e.g. EN 12663 for carbody structure and EN13749 for bogie frame)?	Please refer to specification section 4.1.2.
211	3/17/2014	Technical	J	8.2.3	The Contractor shall demonstrate compliance with the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.703.	1. Please clarify that the definition of "occupied volume" described in CFR 238.703 ("ETF_001-02 – Proposed Rule text for NPRM") is same to that described in CFR 238.5. 2. According to CFR 238.703 ("ETF_001-02 – Proposed Rule text for NPRM"), the end compression load is 337,000 lb.. Please clarify where the end compression load is applied. (e.g., does the end compression load is applied on coupler mounting location of carbody structure?)	1.) Yes. 2.) End compression load is defined in CFR 238.703
212	3/17/2014	Technical	J	8.2.5	The Trainset shall be designed to withstand the dynamic impact conditions defined within the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.705.	Please clarify that the geometric design as depicted in Figure 1 in CFR 238.705 ("ETF_001-02 – Proposed Ruletext for NPRM") is able to be provided to contractor.	http://www.fra.dot.gov/eLib/details/L01292
213	3/17/2014	Technical	J	8.2.11	The Bogie-to-carbody attachment shall conform to the requirements detailed in the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.717.	Please clarify the "validated model" in CFR 238.717 (e).	The term "validated model' refers to a computer program used to simulate the performance of the bogie-to-carbody attachment when subjected to the requirements of 49CFR 238.717. The computer program is validated by comparing the anticipated (simulated) results against the results from actual testing, and resulting in a direct correlation between both sets of results.
214	3/17/2014	Technical	J	8.2.2	Per EN 15663, the typical weight of a passenger, with luggage is identified as 80 kg (176 lbs.). The typical weight of a crew member, with luggage and Equipment, is identified as 80 kg (176 lbs.). A review of U.S. Center for Disease Control weight statistics for adult females and males has been conducted. Based on these statistics, by 2043, the average weight for a U.S. male is predicted to be 97.5 kg (215 lbs.), and the average weight for a female is predicted to be 84.2 kg (186 lbs.).	Do we have to consider the future weight of passenger when we make the calculation sheet of axle load?	Yes.
215	3/17/2014	Technical	J	8.2.2	Full load conditions, as identified in this Specification, shall be inclusive of the maximum payload, 6 crew members, 10% standees, all materials needed for operation	Where do we have to consider the location of 6 crew members and 10% standees when we calculate the total weight?	**Pending**
216	3/17/2014	Technical	J	8.3.4	Bogie skirts shall be designed so as to provide minimum aerodynamic drag, and maximum wheel/Bogie noise abatement capabilities, while ensuring adequate cooling air for all Bogie mounted Equipment.	Though the contractor have satisfied noise and the other technical requirement without bogie skirts, there should be installed Bogie skirts?	Spec is OK as written, no change. First sentence of 8.3.4 states "as required".
217	3/17/2014	Technical	J	8.4.11	Facilities shall have the capacity of storing, operating, and supplying full passenger loads for three consecutive days without servicing.	The period of servicing such as storing, supplying water is decided on passenger's characteristics and uses. So the contractor does not have responsibility about service period?	See response to Question 179.
218	3/17/2014	Technical	J	8.4.11	All toilets shall incorporate a high level of resistance to becoming blocked due to misuse and overfilling.	It is impossible to prevent from blocking all the misuse and overfilling. Because if passengers put into cloth or socks into the bowl, the pipe shall be blocked. If this case happens, the workers in depot have to remove objects from the pipes.	Spec is OK as written, no change. Spec cites "high level of resistance".
219	3/17/2014	Technical	J	8.18.1	The Contractor shall select and use interior materials available to the transportation industry, taking full account of the toxicity and combustibility requirements. All materials used in the Trainset construction shall be tested for toxicity in accordance with BSS 7239. The Trainsets shall be designed to accommodate TSI category B fire Safety.	Regarding clause 8.18.1 & 8.18.6 of Trainsets performance specification, We understand that the intention of these clause as follows: -.Material fire property for flammability, smoke emission and toxicity shall meet 49 CFR 238.103 & BSS 7239. -.Fire safety design shall meet TSI regulation except for material fire property. Please clarify whether our understanding is correct or not.	Correct.
220	3/17/2014	Technical	J	8.18.6	Materials used in constructing the Trainsets shall meet the test performance criteria for Flammability and smoke emission characteristics identified in 49CFR Part 238.103.	Regarding clause 8.18.1 & 8.18.6 of Trainsets performance specification, We understand that the intention of these clause as follows: -.Material fire property for flammability, smoke emission and toxicity shall meet 49 CFR 238.103 & BSS 7239. -.Fire safety design shall meet TSI regulation except for material fire property. Please clarify whether our understanding is correct or not.	Correct.
221	3/17/2014	Technical	J	8.18.5	The Trainsets shall be equipped with adequate fire barriers and partitions at appropriate locations. Upon detection of fire, held open fire doors shall either close automatically or be closed by manually-initiated remote control. The partition tests shall be carried out in accordance with the requirements of ASTM E119. The floors of all Vehicles in the Trainset shall provide a fire barrier, with a test period not less than 30 minutes. The walls and any doors on both sides of any Equipment areas within a carbody and the rear wall of the driving Cab shall provide a fire barrier for at least the same period as that provided by the floors.	Regarding fire barrier requirement, is it possible to apply as follows? -.30 minutes fire barrier for floors in accordance with clause 8.18.5 of Trainsets performance specification -.15 minutes fire barrier for the wall between the drivers cab and the compartment to the rear of it (assuming the fire starts in the rear compartment) in accordance with Clause 4.2.7.2.3.3 of HS RST TSI, 2008. -.15 minutes Fire barrier for the wall between compartments with electrical supply line and/or traction circuit equipment and passenger/staff area (assuming the fire starts in the electrical supply line and/or the traction circuit equipment) in accordance with Clause 4.2.7.2.3.3 of HS RST TSI, 2008.	No change is required.

222	3/17/2014	Technical	J	8.2.3	The Contractor shall demonstrate, by means of appropriate calculations and tests, that the carbody strength and fatigue performance of the carbody and Bogies are suitable for the service life of the Trainset within the expected loading conditions, mass distributions, and design configuration for the Owner's Operations. The Contractor shall demonstrate compliance with the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.703.	According to the technical specification, the material of carbody is not defined. Please clarify that it is s it permissible to be decided by the car builder if the carbody strength can meet the CFR requirements.	Correct.
223	3/17/2014	Technical	J	8.22.1	Trainset coupling Devices (including leading and trailing end couplers, intermediate couplers, and Coupler Adapters) shall be based on the Standard Platform and shall be of a Service-Proven design. The couplers on the Trainsets shall operate safely through curves for all combinations of horizontal and vertical radii and reverse curves and permitted track irregularities on the respective Owner's network. The couplers shall have sufficient strength to allow recovery by a second Trainset or a rescue locomotive.	Please clarify that the definition of "Service Proven design" in described technical specification. Please clarify what the coupler strength. The "Type 10" coupler may not meet carbody strength of CFR regulation. - Max. compression load : 1500kN (330,000 pounds) - Max. tensile load : 1000kN (220,000 pounds)	1) Refer to definition in Performance Specification Section 3.2. 2) Couplers shall meet the specification requirements identified in Performance Specification Sections 4.1, 8.2, and 8.22.
224	3/17/2014	Technical	J	8.22.4	If, during depot/Maintenance facility and/or rescue Operations, two Trainsets are coupled to form a single train that is not semi-permanently coupled, and the coupling operation requires an individual to manually couple or uncouple the Trainsets, the coupled ends shall be equipped with an end handhold that is located and installed so that an individual can safely couple and uncouple the Trainsets.	Please clarify that the definition of "End handhold". If that means manual handle, it is only possible to uncouple manually by uncoupling handle.	Refer to 49 CFR 231.12/13/14/18.
225	3/17/2014	Technical	J	8.4.6	For Amtrak, the baseline interior layout shall provide a nominal 425 passenger seats. For the Authority, the baseline interior layout shall provide a minimum 450 passenger seats.	Please confirm if seating capacity can be changed into 363 passenger seats for both Amtrak and Authority.	**For Amtrak:** No. The minimum seating capacity for Amtrak is 425. **For Authority:** See response to Question 121 (3).
226	3/17/2014	Technical	J	8.2.3	The Contractor shall demonstrate compliance with the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.703.	According to the 49CFR Part 238.703, each vehicle in a Tier III Trainset shall resist a minimum quasi-static end load as 800,000 pounds. Please confirm if this minimum load can be changed into 440,000 pounds.	No. The draft requirements of 49CFR Part 238.703 stand as specified.
227	3/17/2014	Technical	J	8.4.8	The minimum seat width shall be 508 mm (20 inches) measured from the inside edges of the arm rest.	Please confirm if the minimum seat width can be changed into 450mm (17.7 inches).	No.
228	3/17/2014	Technical	J	12.2.3	b) Horizontal curves or radius equal to or greater than 100 m (328 feet).	Please clarify if 100 m specified is the radius of track line in depot area. If yes, please provide the information of horizontal curves or radius in main track line.	100 m curves exist in the Depots, and 120 m in Main Line terminal trackage.
229	3/17/2014	Commercial	A	25	Offeror shall comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a). Refer to Exhibit B.	In the FRA Buy America condition, we propose that Trainsets will contain 100% domestic component content except to carbody and major electrical equipment such as traction/electrical equipment and auxiliary equipment.	**Pending**
230	3/17/2014	Commercial	B	12	12.1 If the conditions prerequisite to issuance of a Certificate of Acceptance or Certificate of Conditional Acceptance have not been met by Contractor with respect to any or all of the Trainsets by the time (the "Delivery Schedule") specified in the Contract for such conditions to have been met, or any extension of such time granted pursuant to the terms of the Contract, Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages, the following amounts: a. $100,000 per day, per Trainset, for up to 90 days of delay; b. $200,000 per day, per Trainset, for between 91 – 180 days of delay; and c. $250,000 per day, per Trainset, for beyond 180 days of delay.	The basis for the imposition of liquidated damages is that the damages suffered by Amtrak in the event of delay would be difficult, if not impossible, to ascertain. Therefore the practice in the industry is for the parties to agree to reasonably establish such damages at a predetermined amount. Contractor therefore proposes to reduce the amount of liquidated damages to **[300 $ *** Proposed LD amount to be discussed: Amtrak proposed 2000$/car in 2011 its Acela Ts & Cs / R179 = 800$ for 4 car units and 1000$ for 5 car units / CTA = 300$/car and BART =900$ per vehicle]** per car and per day. Additionally, in light of this basis for the imposition of liquidated damages we request that the liquidated damages be the sole and exclusive remedy for delay as by their very nature they are intended to reasonably represent all losses suffered by Amtrak. Further, in order not to expose the Contractor to potentially limitless liability in the performance of this Contract, and to strike a balance between the benefit offered to Amtrak and the risks assumed by the Contractor, we suggest that said liquidated damages be capped at 5% of the Contract Amount. This cap is fairly standard in the industry, and it permits the Contractor to better establish its exposure, while still maintaining significant protection to the Authority. We believe that it creates an equitable balance between the intended benefit to the Authority, and the burden of risk on the Contractor. Please add some language to that effect in the Contract. The Offeror would like to use the Suggested Language below: 12.1 If the conditions prerequisite to issuance of a Certificate of Acceptance or Certificate of Conditional Acceptance have not been met by Contractor with respect to any or all of the Trainsets by the time (the "Delivery Schedule") specified in the Contract for such conditions to have been met, or any extension of such time granted pursuant to the terms of the Contract, Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages~~, the following~~ an amount~~s~~: of **[Insert amount].** ~~a. $100,000~~ per day, per Vehicle ~~Trainset, for up to 90 days of delay;~~ ~~b. $200,000 per day, per Trainset, for between 91 – 180 days of delay; and~~ ~~c. $250,000 per day, per Trainset, for beyond 180 days of delay.~~ Such liquidated damages shall be the sole and exclusive remedy Amtrak may exercise for delay.	An Amendment will be issued

231	3/17/2014	Commercial	B	18.4	In the event Contractor elects to remove any individual proposed as Contractor's Key Personnel from the Project without the Contracting Official's approval, Contractor shall pay to Amtrak the specified assessment for each individual removed during the time period indicated below. First Year of Contract: $1,000,000 Second Year of Contract: $500,000 Third Year of Contract: $100,000 Remaining period of Contract: $50,000	In accordance with the practice of the industry, penalties shall be an assessment of the damages suffered by Amtrak. The industry practice is that the parties agree to determinate by anticipation a reasonable amount of such damages. In the event a individual is removed by the Contractor during the time period as indicated below, it will be replaced by the Contractor. Therefore, Amtrak should not suffer any damages. In order to provide an equitable balance between the Contractor's exposure to penal assessment and Amtrak`s intended compensation, Contractor proposes to reduce the amount of liquidated damages as follows: **[LD amount to be discussed]** First Year of Contract: $1,000 Second Year of Contract: $500 Third Year of Contract: $100 Remaining period of Contract: $50 The Offeror would like to use the Suggested Language: In the event Contractor elects to remove any individual proposed as Contractor's Key Personnel from the Project without the Contracting Official's approval, Contractor shall pay to Amtrak the specified assessment for each individual removed during the time period indicated below. First Year of Contract: $1,000~~,000~~ Second Year of Contract: $500~~,000~~ Third Year of Contract: $100~~,000~~ Remaining period of Contract: $50~~,000~~	No change
232	3/17/2014	Commercial	B	13.1	Except as otherwise provided in Articles 13.7 or 13.11 hereof, all materials, parts, and equipment which are repaired or which replace items which were found to have had defects in design, material or workmanship shall be warranted for the remainder of the applicable Warranty Period or for one year from the completion of testing of the Trainset in which the repaired or replaced part is installed, or for one year from the date on which the applicable Trainset is returned to service, whichever provides the longest Warranty Period for the applicable item.	Section 13.10 stipulates that all replaced or repaired items are guaranteed for the remainder of the warranty period or for one year from an event, whichever period is greater. Could you please confirm that such guarantees are not evergreen warranties? Contractor's current liability for such warranties on repairs under the Contract is unlimited, presenting inordinate risk to the Contractor. In order to establish an equitable balance between risk for the Contractor and the Authority, Contractor should not be liable for an unlimited duration for warranty on repairs otherwise such unlimited warranty duration would need to be included in Contractor's price. The Offeror would like to use the Suggested Language: Except as otherwise provided in Articles 13.7 or 13.11 hereof, all materials, parts, and equipment which are repaired or which replace items which were found to have had defects in design, material or workmanship shall be warranted for the remainder of the applicable Warranty Period or for one year from the completion of testing of the Trainset in which the repaired or replaced part is installed, or for one year from the date on which the applicable Trainset is returned to service, whichever provides the longest Warranty Period for the applicable item. Notwithstanding the foregoing, the warranty of a repaired or replacement part may only be extended for one additional one-year period after the expiration of the remainder of the original warranty period.	No change
233	3/17/2014	Commercial	B	13	-	There is no mention in the Contract to the effect that the implied warranties are excluded. The contractor should be able to rely upon the scope of warranty expressly set out in the contract so that it may establish its costs. Accordingly the express warranties contained in the contract should be in lieu of all other warranties and conditions, express or implied, including all legal and statutory warranties, all warranties arising at law and warranties of merchantability and fitness for a particular purpose, and should serve in lieu of all other statements or representations made by or on behalf of the Contractor that are not contained in the contract. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: THE WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES OF THE CONTRACTOR SET FORTH IN THIS CONTRACT ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND "FITNESS FOR A PARTICULAR PURPOSE" ARE EXCLUDED FROM ANY OBLIGATION CONTAINED IN THIS CONTRACT.	No change
234	3/17/2014	Commercial	B	32.2	In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall also repair or replace any property of Amtrak which is damaged by its employees, agents or Subcontractors while performing work hereunder.	According to contractual liability rules and to industry practice, each party is liable for its own negligence and consequently responsible for its own acts and omissions. Contractor should not be liable for negligence or fault of Amtrak which are out of his control. Please modify language to that effect in the Contract. The Offeror would like to use the following Suggested Language: In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, ~~irrespective of any~~ except for the negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall, except if caused by the negligence or fault on the part of the Indemnified Parties, also repair or replace any property of Amtrak which is damaged by its employees, agents or Subcontractors while performing work hereunder.	No change

235	3/17/2014	Commercial	B	-	-	Contractor's current liability under the Contract is unlimited, presenting inordinate risk to the Contractor. Therefore, we propose that any liability of Contractor shall not encompass indirect, consequential, incidental, or special damages of any kind (including loss of profit or revenue). Further, as it is common practice in the industry, we suggest capping the aggregate liability of the Contractor to the Contract Amount. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: Notwithstanding anything herein to the contrary, the Contractor shall not be liable to Amtrak for any indirect, special, incidental or consequential damages, including liability for loss of investment, profit, revenue, use operating time, business interruption or otherwise, resulting from, or arising out of the performance of the work or breach of the Contract and the Contractor's aggregate liability for all damages, arising in connection with the work and/or termination of the work, in whole or in part, shall not exceed one hundred percent (100%) of the Contract value plus the adjusted value per executed change orders."	An Amendment will be issued limiting liability under the Amtrak Contract.
236	3/17/2014	Commercial	E	11	If Contractor fails to obtain a Certificate of Final Acceptance for any Trainset within a Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts: $12,000 per day, per Trainset, for up to 90 days of delay; $20,000 per day, per Trainset, for between 91 and 180 days of delay; and $38,000 per day, per Trainset, for beyond 180 days of delay. Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed 15% of the Adjusted Milestone Contract Amount for the Fleet at issue.	The basis for the imposition of liquidated damages is that the damages suffered by the CHSRA in the event of delay would be difficult, if not impossible, to ascertain. Therefore the practice in the industry is for the parties to agree to reasonably establish such damages at a predetermined amount. Contractor therefore proposes to reduce the amount of liquidated damages to 2000$ per car and per day. Additionally, in light of this basis for the imposition of liquidated damages we request that the liquidated damages be the sole and exclusive remedy for delay as by their very nature they are intended to reasonably represent all losses suffered by the CHSRA. Further, in order not to expose the Contractor to potentially limitless liability in the performance of this Contract, and to strike a balance between the benefit offered to Amtrak and the risks assumed by the Contractor, we suggest that said liquidated damages be capped at 5% of the Contract Amount. This cap is fairly standard in the industry, and it permits the Contractor to better establish its exposure, while still maintaining significant protection to the CHSRA. We believe that it creates an equitable balance between the intended benefit to the CHSRA, and the burden of risk on the Contractor. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: If Contractor fails to obtain a Certificate of Final Acceptance for any Trainset within a Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts~~:~~ of $ 2000 ~~$12,000~~ per day, per Vehicle ~~Trainset, for up to 90 days of delay;~~ ~~$20,000 per day, per Trainset, for between 91 and 180 days of delay; and~~ ~~$38,000 per day, per Trainset, for beyond 180 days of delay.~~ Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed five per cent (~~1~~5%) of the Adjusted Milestone Contract Amount for the Fleet at issue. Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for delay.	If Contractor fails to obtain a Certificate of Final Acceptance for any Trainset within a Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts: a.) $12,000 per day, per Trainset, for up to 90 days of delay; b.) $20,000 per day, per Trainset, for between 91 and 180 days of delay; and c.) $38,000 per day, per Trainset, for beyond 180 days of delay. Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed 10% of the Adjusted Milestone Contract Amount for the Fleet at issue.
237	3/17/2014	Commercial	E	17.4	In the event Contractor elects to replace any individual proposed as Contractor's Key Personnel from the Project without Owner's approval of the replacement, Contractor shall pay to Owner the specified liquidated damages for each individual removed during the time period indicated below: First Year after NTP: $1,000,000 Second Year after NTP: $500,000 Third Year after NTP: $100,000 Remaining period of Contract: $50,000	In accordance with the practice of the industry, penalties shall be an assessment of the damages suffered by the CHSRA. The industry practice is that the parties agree to determinate by anticipation a reasonable amount of such damages. In the event a individual is removed by the Contractor during the time period as indicated below, it will be replaced by the Contractor. Therefore the CHSRA should not suffer any damages. In order to provide an equitable balance between the Contractor's exposure to penal assessment and the CHSRA`s intended compensation, Contractor proposes to reduce the amount of liquidated damages as follows: First Year of Contract: $1,000 Second Year of Contract: $500 Third Year of Contract: $100 Remaining period of Contract: $50 The Offeror would like to use the following Suggested Language: In the event Contractor elects to replace any individual proposed as Contractor's Key Personnel from the Project without Owner's approval of the replacement, Contractor shall pay to Owner the specified liquidated damages for each individual removed during the time period indicated below: First Year after NTP: $1,000~~,000~~ Second Year after NTP: $500~~,000~~ Third Year after NTP: $100~~,000~~ Remaining period of Contract: $50~~,000~~	No change.

238	3/17/2014	Commercial	E	11.2, Schedule 6	(a) Missed Trip For each Missed Trip in excess of the Allowable Number of Missed Trips over a ten day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages for Missed Trips the sum of $24,500. For each Missed Trip in excess of the Allowable Number of Missed Trips over a thirty day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages for Missed Trips the sum of $29,000. For each Missed Trip in excess of the Allowable Number of Missed Trips over a ninety day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages for Missed Trips the sum of $38,000. For each Late Trip in excess of the Allowable Number of Late Trips over a ten day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages For Late Trips the sum of $615. (b) Late Trips For each Late Trip in excess of the Allowable Number of Late Trips over a thirty day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages For Late Trips the sum of $615. For each Late Trip in excess of the Allowable Number of Late Trips over a Ninety Day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages For Late Trips the sum of $615.	As Schedule 6 establishes liquidated damages as the Authority's remedy for specified failures of the Contractor (Missed Trips and Late Trips), we believe the Contractor shall not be exposed to double jeopardy of cumulative liabilities. Therefore, such liquidated damages shall be the CHSRA's sole and exclusive remedy for the damages they are intended to compensate. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for the failures listed in this paragraph.	**Pending**
239	3/17/2014	Commercial	E	12.1	Except as otherwise provided in Articles 12.7 or 12.11, all materials, parts, and equipment which are repaired or which replace items which were found to have had defects in design, material or workmanship shall be warranted for the remainder of the applicable Warranty Period or for one year from the completion of testing of the Trainset in which the repaired or replaced part is installed, or for one year from the date on which the applicable Trainset is returned to service, whichever provides the longest Warranty Period for the applicable item.	Section 12.10 stipulates that all replaced or repaired items are guaranteed for the remainder of the warranty period or for one year from an event, whichever period is greater. Could you please confirm that such guarantees are not evergreen warranties? Contractor's current liability for such warranties on repairs under the Contract is unlimited, presenting inordinate risk to the Contractor. In order to establish an equitable balance between risk for the Contractor and the CHSRA, Contractor should not be liable for an unlimited duration for warranty on repairs otherwise such unlimited warranty duration would need to be included in Contractor's price. The Offeror would like to use the following Suggested Language: Except as otherwise provided in Articles 12.7 or 12.11, all materials, parts, and equipment which are repaired or which replace items which were found to have had defects in design, material or workmanship shall be warranted for the remainder of the applicable Warranty Period or for one year from the completion of testing of the Trainset in which the repaired or replaced part is installed, or for one year from the date on which the applicable Trainset is returned to service, whichever provides the longest Warranty Period for the applicable item. Notwithstanding the foregoing, the warranty of a repaired or replacement part may only be extended for one additional one-year period after the expiration of the remainder of the original Warranty Period.	**Pending**
240	3/17/2014	Commercial	E	12	-	There is no mention in the Contract to the effect that the implied warranties are excluded. The contractor should be able to rely upon the scope of warranty expressly set out in the contract so that it may establish its costs. Accordingly the express warranties contained in the contract should be in lieu of all other warranties and conditions, express or implied, including all legal and statutory warranties, all warranties arising at law and warranties of merchantability and fitness for a particular purpose, and should serve in lieu of all other statements or representations made by or on behalf of the Contractor that are not contained in the contract. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: THE WARRANTIES, GUARANTIES, OBLIGATIONS AND LIABILILTIES OF THE CONTRACTOR SET FORTH IN THIS CONTRACT ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND "FITNESS FOR A PARTICULAR PURPOSE" ARE EXCLUDED FROM ANY OBLIGATION CONTAINED IN THIS CONTRACT.	No change
241	3/17/2014	Commercial	E	31.2	In addition to the foregoing and to the full extent permitted under Applicable Law, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall also repair or replace any property of Owner which is damaged by its employees, agents or Subcontractors while performing work hereunder.	According to contractual liability rules and to industry practice, each party is liable for its own negligence and consequently responsible for its own acts and omissions. Contractor should not be liable for negligence or fault of the CHSRA which are out of his control. Please modify language to that effect in the Contract. The Offeror would like to use the following Suggested Language: In addition to the foregoing and to the full extent permitted under Applicable Law, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, ~~irrespective of any~~ except for the negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall, except if caused by the negligence or fault on the part of the Indemnified Parties, also repair or replace any property of Owner which is damaged by its employees, agents or Subcontractors while performing work hereunder.	No change.

242	3/17/2014	Commercial	E	-	-	Contractor's current liability under the Contract is unlimited, presenting inordinate risk to the Contractor. Therefore, we propose that any liability of Contractor shall not encompass indirect, consequential, incidental, or special damages of any kind (including loss of profit or revenue). Further, as it is common practice in the industry, we suggest capping the aggregate liability of the Contractor to the Contract Amount. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: Notwithstanding anything herein to the contrary, the Contractor shall not be liable to the CHSRA for any indirect, special, incidental or consequential damages, including liability for loss of investment, profit, revenue, use operating time, business interruption or otherwise, resulting from, or arising out of the performance of the work or breach of the Contract and the Contractor's aggregate liability for all damages, arising in connection with the work and/or termination of the work, in whole or in part, shall not exceed one hundred percent (100%) of the Contract value plus the adjusted value per executed change orders."	The Authority intends to add a mutual waiver of consequential damages provision and a limitation of liability provision in an RFP Amendment, subject to specified exceptions.
243	3/13/2014	Technical	J	4.1.1	While proposed Tier III requirements shall be met, there may be sections of Tier I and Tier II criteria that may be applicable to the Owner's Trainset design.	Tier II requirements apply to Trainsets operating in mixed service (with freight and other passenger rail equipment on the same track) with grade crossings, at speeds up to 150 mph. Tier III requirements apply to Trainsets operating on dedicated right of way with no grade crossings. These requirements are mutually exclusive. Please clarify how Tier II requirements could apply to Tier III Trainsets.	See response to Question 153.
244	3/13/2014	Technical	J	4.1.1	Notwithstanding any references to Engineering Task Force (ETF) recommendations and Notice of Proposed Rulemaking (NPRM) text, FRA's final regulatory requirements including waivers from existing Relevant Standards will prevail.	Please clarify that the Offeror's price must be based on meeting the regulatory requirements in effect at the date of contract signature and that any regulatory changes having a material impact will be the subject of a Change Order.	Amtrak/Authority intend to revise the Contractor's entitlement to relief with respect to changes in laws in an RFP Amendment.
245	3/13/2014	Technical	J	6.1.1	At a minimum, the Trainsets shall achieve the following Reliability metrics: a) Mean Time between Service Interruption (MTBSI) of 4,800 hr.	As a useful benchmark for all car builders about Amtrak's operation on the NEC, please provide the MTBSI achieved by the Acela Express.	The MTBSI achieved by Acela Express is not relevant to this procurement.
246	3/13/2014	Technical	J	7.7.1	The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism.	Please clarify the nature and extent of terrorism that the Trainset interior and exterior should be designed to resist.	**Pending**
247	3/17/2014	Commercial	E	11	If Contractor fails to obtain a Certificate of Final Acceptance for any Trainset within a Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts: $12,000 per day, per Trainset, for up to 90 days of delay; $20,000 per day, per Trainset, for between 91 and 180 days of delay; and $38,000 per day, per Trainset, for beyond 180 days of delay. Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed 15% of the Adjusted Milestone Contract Amount for the Fleet at issue.	The basis for the imposition of liquidated damages is that the damages suffered by the CHSRA in the event of delay would be difficult, if not impossible, to ascertain. Therefore the practice in the industry is for the parties to agree to reasonably establish such damages at a predetermined amount. Contractor therefore proposes to reduce the amount of liquidated damages to [300 $ *** Proposed LD amount to be discussed: Amtrak proposed 2000$/car in 2011 its Acela Ts & Cs / R179 = 800$ for 4 car units and 1000$ for 5 car units / CTA = 300$/car and BART =900$ per vehicle] per car and per day. Additionally, in light of this basis for the imposition of liquidated damages we request that the liquidated damages be the sole and exclusive remedy for delay as by their very nature they are intended to reasonably represent all losses suffered by the CHSRA. Further, in order not to expose the Contractor to potentially limitless liability in the performance of this Contract, and to strike a balance between the benefit offered to Amtrak and the risks assumed by the Contractor, we suggest that said liquidated damages be capped at 5% of the Contract Amount. This cap is fairly standard in the industry, and it permits the Contractor to better establish its exposure, while still maintaining significant protection to the CHSRA. We believe that it creates an equitable balance between the intended benefit to the CHSRA, and the burden of risk on the Contractor. Please add some language to that effect in the Contract. The Offeror would like to use the following Suggested Language: If Contractor fails to obtain a Certificate of Final Acceptance for any Trainset within a Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts~~:~~ of **[insert amount]** ~~$12,000~~ per day, per Vehicle ~~Trainset, for up to 90 days of delay;~~ ~~$20,000 per day, per Trainset, for between 91 and 180 days of delay; and~~ ~~$38,000 per day, per Trainset, for beyond 180 days of delay.~~ Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed five per cent (~~1~~5%) of the Adjusted Milestone Contract Amount for the Fleet at issue. Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for delay.	See response to question 236.

248	3/17/2014	Commercial	B	[Insurance] Article 59.1, 59.7, 59.8 (Amtrak)	59.1 - Line 4 "All insurance shall be placed with insurance carriers acceptable to Amtrak..." 59.1 - Lines 6-10 "All insurance shall have the right to review and approve all insurance policies. However, Amtrak's acceptance, acquiescence or failure to object to Contractor's submitted insurance policies shall in no way relieve Contractor from responsibility for obtaining insurance policies complying with the terms of this Contract." 59.1 - Lines 23-27 "Contractor shall have no right to an adjustment of the Contract Time or the Contract Amount based on Amtrak's exercise of such right, and any delay in the completion of any portion of the Work caused by Amtrak's exercise of such right to stop Work shall be an unexcused delay."	The current requirements are way too excessive and will result in significant increase (several hundred thousand $) of the bid pricing	Noted.
249	3/17/2014	Commercial	E	[Insurance] Article 44.1, 44.7, 44.8 (Authority)	59.1 - Line 4 "All insurance shall be placed with insurance carriers acceptable to Amtrak..." 59.1 - Lines 6-10 "All insurance shall have the right to review and approve all insurance policies. However, Amtrak's acceptance, acquiescence or failure to object to Contractor's submitted insurance policies shall in no way relieve Contractor from responsibility for obtaining insurance policies complying with the terms of this Contract." 59.1 - Lines 23-27 "Contractor shall have no right to an adjustment of the Contract Time or the Contract Amount based on Amtrak's exercise of such right, and any delay in the completion of any portion of the Work caused by Amtrak's exercise of such right to stop Work shall be an unexcused delay."	The current requirements are way too excessive and will result in significant increase (several hundred thousand $) of the bid pricing	**Pending**
250	3/17/2014	Commercial	Exhibit A	2.4.1	Whole section	The RFP considers multiple evaluation stages, including Oral presentations and site visits after stage 3. There can be technical clarifications during this process that could have an impact on the pricing. Would Amtrak consider delaying the requirement to submit the whole lifecycle cost model until after the oral presentations in stage 3?	Refer to Amendment 6.
251	3/17/2014	Technical	C	4.3.4	Maximized use of Trainset downtime by organizing corrective Maintenance tasks to coincide with the regulatory Maintenance intervals used by Amtrak;	The term "corrective maintenance" is not defined in the Glossary of Terms and Abbreviations and is only used once in the document. Are we correct to assume that corrective maintenance is the normal industry definition for unplanned work to correct a defect?	Yes
252	3/17/2014	Technical	C	5.1.3	The allowable time for each Trainset, in each 24 hour period, allocated for Scheduled Maintenance is 3 hours and 30 minutes.	Can Amtrak confirm that this only applies to Trainsets in operation (i.e. does not apply to operational and maintenance spares). Also, would there be time during an operating day, when trains are available for minor repairs and adjustments (e.g. at a station waiting to start service)?	1. Yes. 2. Yes.
253	3/17/2014	Technical	C	5.1.4	Whole section	Can Amtrak confirm the number of maintenance tracks that there are at each Maintenance facility. Also, does Amtrak stable train sets at any of the stations overnight?	1. Boston - two 2. Sunnyside Yard - two 3. Ivy City - four Amtrak does not stable Trainsets overnight but will potentially in the future.
254	3/17/2014	Commercial	C	11.2.5	Audit Amtrak's staff to ensure they are maintaining the Trainsets in accordance with the Maintenance Plan;	Can Amtrak confirm, that if Amtrak does not perform maintenance operations when required to do so, any supply of material that failed as a result of missed maintenance, would be an additional charge to Amtrak?	**Pending**
255	3/17/2014	Commercial	C	12.1.1	The Contractor shall be responsible for the provision of all Spares. This shall include the setting of stock float levels, […]	What happens to the stock remaining at the end of the contract? Can Amtrak confirm that any stock remaining will be purchased by Amtrak?	**Pending**
256	3/17/2014	Commercial	C	12.4.1	The Contractor shall provide the Spares described above within the fixed monthly materials price, with the exception of Excluded Matter Damage Spares which shall be purchased separately.	We understand that Amtrak is requiring Offeror to submit one price per month that includes technical support and provision of any material required. Is our understanding correct? Would Amtrak consider a portion of the price to be variable according to the number of miles achieved each month?	**Pending**
257	3/17/2014	Technical	J	[Attachment A] Next Gen DC to NY route profile.xlsx and Next Gen NYP to Boston South Station Route Profile.xlsx Speed spreadsheets	Speed-5 inch, Speed-6 inch and Speed-9 inch tabs of Next Gen DC to NY route profile.xlsx Speed tab of Next Gen NYP to Boston South Station Route Profile.xlsx	These tabs detail the maximum allowed speed for routes between New York and Washington DC and between New York and Boston. For the New York to Washington DC route, there are three tabs for three different cant deficiencies. But for the New York to Boston route, there is only one tab. Does it mean that, for the northern portion of the corridor, the maximum allowed speed does not depend on the cant deficiency?	**Pending**
258	3/17/2014	Technical	J	[Attachment A] Next Gen NYP to Boston South Station Route Profile.xlsx "Grades" tab	-	The integration of grades data provided within the "Grades" tab on the file "Next Gen NYP to Boston South Station Route Profile.xlsx" provides a result that seems not consistent with geographic data. The altitude of Penn Station appears to be 106 meters above Boston South Station. Can you please confirm the data in the file is correct?	**Pending**
259	3/17/2014	Technical	J	[Attachment A] Next Gen DC to NY route profile.xlsx "Platforms" and "Speed-x inch" tabs	Appendix Note 9	The Philadelphia platform is located at Actual Mile 92.931 on the "Platforms" tab. This position seems to be inconsistent with the speed profile provided in the "Speed-5 inch", "Speed-6 inch" and "Speed-9 inch" tabs. A position between mile 89.962 et 91.448 seems to be more realistic regarding speed limitation profile. Could you please confirm the location of the Philadelphia platform?	**Pending**

260	3/17/2014	Technical	J	8.16.5, p. 73	A communications console shall be provided in the crew compartment. The layout of this console shall be presented to the Owner for review and Approval.	What is meant by "the communication console"? We understand that "the communication console" means the crew display / HMI in the crew compartment. Please confirm.	**Pending**
261	3/17/2014	Technical	J	8.16.6, p. 73	The Contractor shall provide the PA and Operator-to-Trainmaster IC communications Equipment for Train Crew in the vestibule.	We understand that one handset is required in each entry area (i.e. two handsets per car). Please confirm.	One handset is ok.
262	3/17/2014	Technical	J	12.6.1, e), p. 154	j) Ability to support a tiered service delivery model to enable provision of free or paid access.	Is an AAA-service available at the wayside/customer back office?	Based on the question we do not understand the relevance of it at this time.
263	3/17/2014	Technical	B	8.2.11	Delivery and Commissioning of single cars	Is it possible to deliver and commission single cars at one of the 3 Acela Maintenance Facilities on the NEC? Is it possible to assemble the Trainset from single cars in the facility before routine testing, slow-speed dynamic testing, etc. starts? Our assumption is that the delivery process for single cars and assembling of the Trainset would take several days and the static Trainset commissioning period is estimated to be several weeks. The dynamic commissioning in the facility would be relatively short.	Plan to deliver to Penn Coach Yard.
264	3/17/2014	Commercial	E	General Provision 13.1 and Schedule 6 to General Provisions	13.1 For the Trainset Service Period for each Trainset, Contractor shall provide Owner or Maintainer … Schedule 6 - 1.1 Performance Liquidated Damages for missed trips	Schedule 6 required the Contractor to pay LD's for missed trips. 13.1 refers to the scope of the Contractor regarding spare parts, etc. and requires to Contractor to provide information to the Maintainer. In order to assess LD's for missed trips, the Contractor needs to maintain the Trainsets. Is our understanding correct that the Contractor will become the maintainer of the Trainsets?	A separate solicitation will be issued for a Maintainer. The Contractor defines the maintenance program, procedures, and training; conducts audits; and provides updates to the above, as required. Add cross-reference. The contractor will be entitled to change orders for certain Maintainer failures not attributable to the Contractor. Amendment to be issued.
265	3/17/2014	Technical	Exhibit A	2.1.2 - Table 1	The Offeror shall provide a general arrangement drawing that demonstrates that the product offering complies with the Trainset length requirements.	Is our understanding correct that this requirement not only limits the length of the Trainset, but also combines length and seating requirements?	The Specification calls for a minimum number of seats for a stated Trainset length. Both are part of the Pass/Fail element in Stage 1
266	3/17/2014	Commercial	B	32	additional to the content of Section 32	Limiting the carved-outs to the indemnity would enable the Contractor to fulfill more efficiently such obligations without hindering any of Amtrak's rights in the process. Would Amtrak consider adding a provision to Article 32 to state that: "The indemnification obligations are conditioned upon the following: (i) Amtrak gives prompt written notice to Contractor of the claim(s), (ii) Amtrak promptly and in writing grants to Contractor sole control over defenses and settlement of the claim(s), and (iii) Amtrak provides timely assistance in the defense of the claim(s).”?	No change.
267	3/17/2014	Commercial	B	33	"Within 10 days after execution of the Contract with respect to the Work, Contractor shall furnish the Contracting Official, in writing, an accurate itemized labor and material cost schedule showing all proposed Subcontractors' names, addresses, telephone numbers and nature of work."	Could Amtrak please include a dollar threshold (e.g.. >$500,000 per Trainset) for this requirement? Also, could Amtrak please limit the requirement's applicability to Component-level Subcontractors due to the fact that the lower-level subcontractors may change as Amtrak goes through the design process and the more extensive list of subcontractors provided at 10 days after execution of the contract may quickly become obsolete as the vehicle is designed.	No change.
268	3/17/2014	Commercial	E	31.3	"The indemnification obligations under this Article 31 shall not be limited by the existence of any insurance policy procured or maintained by Contractor or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor and shall survive the termination of the Contract."	Limiting the carved-outs to the indemnity would enable the Contractor to fulfill more efficiently such obligations without hindering any of the Authority's rights in the process. Would the Authority consider deleting the excerpted provision and substituting said language with: "The indemnification obligations are conditioned upon the following: (i) the Authority gives prompt written notice to Contractor of the claim(s), (ii) the Authority promptly and in writing grants to Contractor sole control over defenses and settlement of the claim(s), and (iii) the Authority provides timely assistance in the defense of the claim(s)”.	No change.
269	3/17/2014	Commercial	E	11.1	"Contractor’s liability for the liquidated damages described in this Article 11.1 shall not exceed 15% of the Adjusted Milestone Contract Amount for the Fleet at issue."	In order to maintain a Common Platform approach, would the Authority consider a modification of Article 11.1 and reduce said cap from 15% to 10%, as in Amtrak General Provisions?	See response to Question 236.
270	3/17/2014	Commercial	E	15.1	"In the event that Contractor’s default is not excused or cured to the satisfaction of Owner, Owner may terminate the Contract in whole or in part and reprocure the Trainsets from another source, in which event Contractor shall be liable for (1) repayment to Owner of any payments made by Owner and (2) any “excess costs” to Owner relating to the reprocurement. “Excess cost” are the difference between the Contract Amount for the terminated supplies and/or Work and the total costs incurred by Owner to procure replacement supplies and/or Work. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect."	Since the risks associated with the additional costs that the Authority may incur should re-procurement of the contract be necessary and Excess costs, as defined in the RFP, are duly covered by the Contractor's required performance bond, would the Authority consider deleting this excerpted language from the General Provisions?	No change.
271	3/17/2014	Commercial	E	9	"If requested in writing by Contractor, Owner shall issue a Certificate…."	It is unclear during which Certificate of Issuance (Provisional Acceptance, Conditional Acceptance or Final Acceptance) that title & risk of loss (ownership) would pass from Contractor to Authority on all deliverables, since all Certificates of Issuance are only provided should Contractor request in writing of said Certificate. Respondent would like to suggest to the Authority a Common Platform approach to Ownership as is currently specified by Amtrak in section 8.3.2 of Amtrak's General Provisions.	No change. [Changed response]
272	3/17/2014	Commercial	E	10.7	"Owner shall pay all undisputed invoices within 45 days after receipt of an invoice meeting the criteria set forth herein. "	Business standards for invoice payment terms are typically 30 days after receipt. Would the Authority consider re-aligning the payment terms to business standards?	No change.
273	3/17/2014	Commercial	E	12.4	"The warranties specified under this Article 12 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset."	Could Owner please clarify that if until a Certificate of Final Acceptance has been issued, no Trainset are to be placed by Owner into Revenue Service?	While warranties will commence for a given Trainset upon issuance of a Certificate of Final Acceptance for that Trainset, the Owner may elect, at its sole discretion, to place the Trainset in revenue service prior to receiving a Certificate of Final Acceptance.

274	3/17/2014	Commercial	E	32.1	"Within 10 days after execution of the Contract, Contractor shall furnish Owner, in writing, an accurate itemized labor and material cost schedule showing all proposed Subcontractors' names, addresses, telephone numbers and nature of Work."	Could Amtrak please include a dollar threshold (e.g.. >$500,000 per Trainset) for this requirement? Also, could Amtrak please limit the requirement's applicability to Component-level Subcontractors due to the fact that the lower-level subcontractors may change as Amtrak goes through the design process and the more extensive list of subcontractors provided at 10 days after execution of the contract may quickly become obsolete as the vehicle is designed.	No change.
275	3/17/2014	Commercial	B	3.4	The Contractor shall submit for Amtrak's approval, pursuant to Article 34 a list of Subcontractor(s) or supplier(s) selected to provide any Safety Critical systems, subsystems or components, systems, or parts of the Trainsets or to perform any aspect of the Work over an aggregate value of $1,000,000.	Could Amtrak please confirm that the aggregate value refers to a value per Trainset?	We cannot confirm your understanding. The aggregate value does not refer to the value per Trainset.
276	3/17/2014	Technical	PRINT_NGHSR_DesignVision_rev 15	Page 12	Cafe Design Vision	We are reviewing the various "Cafe Design Vision" options shown on page 12 of "Amtrak's Next Generation High Speed Rail" document. Can Amtrak provide relevant business-case data or criteria, and/or market research data, that supports the configuration of these options?	**Pending**
277	3/17/2014	Technical	J	12.3.4	The Contractor shall use the Authority's DCM to define requirements for applicable Trainset interfaces. The Contractor shall work with the Authority in defining the requirements and interfaces within the DCM that are mandatory and applicable to the Trainset. The Contractor shall be responsible for compliance with requirements of the DCM as specified in this Section. Variance to the requirements of the DCM shall be approved by the Authority.	We understand that the Authority already summarized the requirements of the DCM under Part 12.3 APPENDIX C – AUTHORITY INFRASTRUCTURE INTERFACE SPECIFICATION of Schedule 1 and the reference is regarded only as supporting information, and the Offeror will review the DCM together with the Authority during the design stage. Is our understanding correct?	**Pending**
278	3/17/2014	Commercial	B	1	""Change in Law" means the application to any person of any Applicable Laws which did not apply to that person at the date hereof, or the change in application or interpretation after the date hereof of any Applicable Laws including, without limitation, a Mandatory Modification resulting from a Change in Law, but excluding any application or change: which has been enacted or promulgated prior to the date hereof as coming into effect on a specified future date; or with which compliance is required under the Specification; or which such person should reasonably have known about at the date hereof."	We understand the requirement to ensure that all applicable laws and regulations are included into its proposal, however with consideration of the extended validity period of the proposal (420 Calendar days), Contractor is unable to commercially assess the potential changes that could impact the project after its submittal. Please confirm that Amtrak also understands this period "after the date hereof" to apply as of bid submission date only?	See response to Question 244.
279	3/17/2014	Commercial	E	14.14	"If Contractor observes that a change in any Applicable Law affects the physical Trainset Work or is directed at Owner, Contractor shall promptly notify Owner in writing, and any necessary changes shall be made by appropriate Contract Modification, including by means of a Change Order pursuant to this Article 14, provided that no Contract Modification shall extend the Contract Time or increase the Contract Amount if it is based on (i) an Applicable Law enacted at the time of Contract execution or (ii) a change related to taxes. Contractor shall be deemed to have had notice of all Applicable Laws enacted at the time of Contract execution, regardless if the effective date of the Applicable Law is after Contract execution."	We understand the requirement to ensure that all applicable laws and regulations are included into our proposal, however due to the extended validity period of the proposal (420 Calendar days) we are unable to commercially assess all the potential changes that could impact the project over that length of time. thus, could you please clarify whether or not this provision will be effective until bid submission date?	See response to Question 244.
280	3/17/2014	Commercial	B	2.10	"The Trainsets specified herein shall embody all of the latest tested and proven developments and improvements available to the Contractor during the course of design and manufacture of the Trainsets and shall be of the best engineered design for the service intended."	We understand that design changes during Project Execution shall be dealt with through the Change Management Process. Could Amtrak confirm that Section 2.10 intent is that: "The Trainsets specified herein shall embody all of the latest tested and proven developments and improvements as upon agreement of final design review and shall be of the best engineered design for the service intended?"	**Pending**
281	3/17/2014	Commercial	B	3.2	"Review, revisions, and resubmission shall continue until the Plans are accepted by Amtrak."	We understand that the intent of Section 3.2 is to state that: "Review, revisions, and resubmission shall continue until the Plans are accepted by Amtrak and such acceptance shall not be unreasonably withheld." Could Amtrak please confirm or correct our understanding?	**Pending**
282	3/17/2014	Commercial	B	7.9.3	"At Amtrak's request, the Contractor shall provide such additional training as the Contractor may require (at Amtrak's cost), save that if such additional training is required as a result of: any Modifications requested by Contractor (other than a Mandatory Modification); or a Change in Law, such training shall be provided at Contractor's expense."	We understand that any <u>Change in Law after bid submission shall be dealt with through the Change Management Process</u>. Could Amtrak please confirm that Section 7.9.3 intent is to state that (i.e. the removal of the Change in Law): "At Amtrak's request, the Contractor shall provide such additional training as the Contractor may require (at Amtrak's cost), save that if such additional training is required as a result of: any Modifications requested by Contractor (other than a Mandatory Modification); such training shall be provided at Contractor's expense."	No change.
283	3/17/2014	Commercial	B	10.4	"Final Payment shall not become due until a Certificate of Fleet Acceptance has been issued by Amtrak and all associated contract deliverables have been delivered and/or submitted to Amtrak and the Contractor or its Subcontractor, if applicable, submits to Amtrak: [...] (e) proof of all governmental approvals related to operation of the Trainset; [...]"	We understand and are fully committed to being held responsible, in partnership with Amtrak, for governmental approvals related to operation of the Trainset that need to be effected by us as stipulated in the contract. Could Amtrak please confirm the intent of Section 10.4 to state that: "Final Payment shall not become due until a Certificate of Fleet Acceptance has been issued by Amtrak and all associated contract deliverables have been delivered and/or submitted to Amtrak and the Contractor or its Subcontractor, if applicable, submits to Amtrak: [...] (e) proof of all governmental approvals related to operation of the Trainset that need to be effected by the Contractor. [...]"	No change.

284	3/17/2014	Commercial	B	13.4 Warranty	"13.4 Consumable or expendable items of material, as identified by part number and description by Contractor and agreed to by Amtrak, in writing, prior to final acceptance of the first Trainset, such as brake pads, light bulbs, air filters, windshield wiper blades, etc., are warranted for the normal use of the item unless it is determined by Amtrak that the failure of the expendable or consumable item of material was caused by defective manufacture or design rather than normal wear and tear expected for such items."	We are unable to commercially assess and wish to avoid the inclusion of any unnecessary risk into the project costs for items which Amtrak may determine to be warranted outside of normal wear and tear as they relate to consumables. The agreed upon list in writing prior to final acceptance is perceived to be mutually agreed upon the Contractor and Amtrak. We would like to request clarification about the intent of section 13.4 for items which Amtrak may consider failures outside of normal wear and tear?	**Pending**
285	3/17/2014	Commercial	B	13.19	"13.19 Replacement parts and repairs provided pursuant to corrective work hereunder shall be subject to prior approval of Amtrak…"	Could Amtrak please define "Replacement parts"?	**Pending**
286	3/17/2014	Commercial	B	8.1.2	Delivery of Trainsets shall be FOB Destination, during normal working hours 8:00 AM to 4:00 PM (New York Time), to Penn Coach Yard, Philadelphia, Pennsylvania, United States or some other location designated by Amtrak	Is Amtrak (Service provider) willing to provide a rate quote, FOB (origin), to perform the delivery of Trainsets on-own-wheels to named destination?	Refer to response to Question 107.
287	3/17/2014	Commercial	B/J	13.7/12.3.47	13.7 If, at any time prior to the expiration of the Warranty Period for the Trainsets, the cumulative defects or failures of any kind in identical components or systems within the Trainsets serving substantially similar functions exceed the applicable percentage for such component or system shown in the table below [.....] 12.3.47 [tech spec] The Contractor shall identify fleet defects during the Reliability and Maintainability demonstration periods. A fleet defect is defined as cumulative Failures of 10% or more of any part, system, or component in the same or similar applications within a consecutive 12-month period, where such items are covered by warranty.	We would like to clarify which fleet failure provision takes precedence? If it is Exhibit A, what size of fleet are the total numbers based upon? Also, will the change compare on a sliding scale to fleet size ordered in the contract?	Question not clear. Provision 13.7 applies to Amtrak and Section 12.3.47 in Schedule 1 Part A applies to Authority.
288	3/17/2014	Commercial	E	6.2+6.5, Schedule 7+8	6.2 + 6.5: The bond required hereunder shall be provided by a surety (…) with an A.M. Best and Company rating level of A or better and Class VIII or better, or as otherwise approved by Owner in its sole discretion. Schedule 7 + 8: ...with an A.M. Best and Company rating level A or better and Class VII or better...	Could the Authority please clarify which of the two mentioned A.M. Best ratings is relevant?	**Pending**
289	3/17/2014	Commercial	E	6.3, Schedule 9	6.3: b. Be issued by a financial institution that is not a Contractor Related Entity, has a credit rating for long-term, unsecured debt of not less than "A-/A3", and has an office in the United States at which the letter of credit can be presented for payment by facsimile or by electronic means. If the bank issuing the letter of credit fails to maintain such credit rating, Contractor shall deliver a substitute letter of credit issued by a qualified financial institution within 30 days after the date that the prior financial institution failed to maintain such credit rating or otherwise furnish additional security acceptable to Owner as may be required from time to time to protect the interests of Owner. Schedule 9: "This drawing is due to the fact that the Issuer does not meet the requirements set forth in the Agreement and Contractor has failed to provide a substitute letter of credit issued by a qualified institution within the deadline set forth in the Agreement"	We understand the Authority's need to maintain a substantial financial guaranty. However, due to the long project duration and uncertainties regarding the financial institution over this period, we request that a rating of not less than BBB- be maintained.	**Pending**
290	3/17/2014	Commercial	E	6.4, 12.4	6.4: At least 30 days prior to the date of delivery of the first Trainset deliverable under the Contract, including any Contract Modifications, Contractor shall provide to Owner and maintain at all times while there is an active Warranty Period a properly executed Maintenance Bond 12.4 The warranties specified under this Article 12 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset.	We see an overlap in guaranty coverage, which may not provide additional value to the Authority. In order to avoid including any unnecessary costs into the project, could the Authority please clarify if during an overlap which of the two bonds need to be issued and finally costed into the project?	An Amendment will be issued.
291	3/17/2014	Commercial	E	6.4, 12.4	6.4: ...to secure Contractor's faithful performance of its warranty obligations under the Contract. 12.4: The Warranty Period for a Trainset component shall be defined as follows: a. Car Body Structure 30 years...	Is it the Authority's clear intention not to have the warranty bond cover the entire warranty period (20 years for truck frames and 30 years for carbody), including any extended warranty items? In this context, we would like to highlight that our market leading sureties have advised that none of the admitted sureties, as defined by this RFP, will likely be in a position to assume bonding obligations over such long extended warranty period of time. Please confirm that the warranty bond is only to cover the 5-year warranty period.	**Pending**
292	3/17/2014	Commercial	Exhibit I	all Sections	n/a	Given that Exhibit I as an attachment to the ITO defines requirements applicable to both Amtrak and the Authority, but multiple clauses in Exhibit I refer to the Authority only, may you please clarify whether such clauses apply to both or in fact the Authority only?	All clauses apply to the Authority and Amtrak, except, clauses that state "Authority only" apply only to the Authority and not to Amtrak, and clauses that state "Amtrak only" apply only to Amtrak and not to the Authority.

293	3/17/2014	Commercial	A	Chapter 2 "Introduction/Overview"	At this time, the Authority is not requesting Offerors to submit options for builder financing as part of their proposals. The Authority intends to procure the financing and long-term maintenance (apart from the responsibilities contained in the Authority Contract) under a separate Availability Payment contract to be awarded prior to issuing the notice to proceed (NTP) for the manufacture of the Authority Trainsets. It is anticipated (but not required) that the Authority Contract will ultimately be assigned to the Authority's counterparty under the Availability Payment contract (AP Contractor). For purposes of clarity, the Authority will be the counterparty to the Authority Contract with the Contractor until it assigns the Contract to the AP Contractor (if at all). Ultimately, the Authority expects that the Authority Contract will be a subcontract among a series of other subcontracts between the AP Contractor and its subcontractors which will include the Contractor. If the Authority does not assign the Authority Contract to an AP Contractor, then the Authority shall remain the counterparty to the Authority Contract.	Is our understanding correct that the Authority intends to procure the AP Contractor after Contract Award to the contractor of the Authority Contract but before notice to proceed? What is your expectation of the time line to procure such AP Contractor? Would the Authority contract come into force and be effective only after Notice to Proceed or at contract award? Will there be a long stop date for the Notice to Proceed date? What would be the intended scope of the AP contractor? Can you provide more details on the long-term maintenance? As seen in the industry with PPP projects and depending on the intended procurement process and the scope of the AP contractor it can take up to a minimum of 12 months to achieve financial close with third party capital providers of the AP Contractor. Is it the intention of the Authority to assign the Authority contract (after it has been awarded to the contractor) to the AP Contractor without additional Amendments potentially required by third-party capital providers of the AP Contractor?	The envelope dates are set out in the Contract. The Authority wishes to maintain flexibility within those dates.
294	3/17/2014	Commercial	Exhibit F	Section B and Section F	n/a	Please confirm that our understanding is correct that the requested Cost Model under Section B shall only consider costs related to the supply of Authority Trainsets, spares, special tools, consumables and technical support but no maintenance related costs? Please confirm that our understanding is correct that the requested financial plan under Section F shall only consider costs related to the supply of Authority Trainsets, spares, special tools, consumables and technical support but no maintenance related costs?	See response to Question 70.
295	3/17/2014	Commercial	A	23. Bid Security	The amount of the bid bond or guarantee shall equal ten million dollars ($10,000,000) for both Amtrak and the Authority's contracts.	As the Authority allows for Letters of Credit as an alternative to performance and maintenance bonds would it also consider a Letter of credit as bid security in lieu of bid bond?	Yes, an Amendment will be issued.
296	3/17/2014	Commercial	Exhibit I	1.f	Guarantee - Financial statements of a parent company or affiliate company ("Guarantor") must be provided to demonstrate financial capability of the Offeror or Equity Members of a newly formed Offeror. The Offeror shall note that the Authority may, in its discretion and based upon the review of the information provided, specify that an acceptable Guarantor is required.	In order to avoid any potential uncertainties about acceptable guarantors during execution, may we please ask you to determine objective key financial indicators qualifying a Guaranty as acceptable?	An Amendment will be issued.
297	3/17/2014	Commercial	Exhibit I	3	If an Offeror proposes a Guarantor in order to demonstrate the financial capability to complete the Project, then the Guarantor's financial information shall be used for purposes of evaluating the affected member's financial capability. Following review of the financial information provided and the letter of support, the Authority may, in its sole discretion, specify that an additional guarantee will be required in order to demonstrate financial capability.	In order to avoid any potential uncertainties about acceptable guarantors during execution, may we please ask you to determine objective key financial indicators qualifying a Guaranty as acceptable?	An Amendment will be issued.
298	3/17/2014	Commercial	E	6.3, Schedule 9	"This drawing is due to the failure of Contractor to deliver to the Authority a new or replacement letter of credit, on the same terms, by the deadline set forth in the Agreement."	May we please ask the Authority to confirm that this requirement relates to the supplier's obligation to replace the letter of credit in the event of a rating downgrade of the letter of credit issuing bank only?	**Pending**
299	3/17/2014	Technical	J	12.3.45	The Contractor shall provide an integrated Maintenance Management Information System (MMIS) that facilitates Trainset-pertinent inspections, preventive maintenance, corrective maintenance, and asset management.	We assume that Offeror have a freedom of choice regarding the system as long as it covers requirements specified in 12.3.45., and the system will be owned and operated by the Owner. Could you please confirm or correct our understanding?.	Correct.
300	3/17/2014	Technical	C	8	Amtrak Maintenance Responsibility	We assume that waste disposal (as used oil or other fluids, worn parts, etc.) will be Amtrak responsibility. Could you please confirm or correct our understanding?	Yes.
301	3/17/2014	Technical	C	10.1	Responsibility Matrix - TSSSA Ref. 20 Provision of Consumables Spares	We assume that standard materials to be regularly refilled as sand, water, cleaning adders, will be provided by Amtrak. Could you please confirm or correct our understanding?	Yes.
302	3/17/2014	Technical	C	10.1	Responsibility Matrix - TSSSA Ref. 56 Maintenance and support of IT systems - general	Please explain which IT systems are being referred to in this provision? We assume that this IT system will remain fixed for the projects duration. Could you please confirm or correct our understanding?	**Pending**
303	3/17/2014	Technical	C	10.1	Responsibility Matrix - TSSSA Ref. 58 Provision of database management system and administration	Please explain whether the database system mentioned here is a part of the Maintenance Management Information System specified in J 12.3.45 or it is a separate one.	**Pending**

304	3/17/2014	Technical	B	7.8.	Serial numbers will be applied to all components having a value of $1,500 or greater, plus all Safety Critical items, printed circuit boards, contactors, relays, and similar apparatus; valves; and other components as recommended by the Contractor and/or Amtrak. The Contractor shall submit to Amtrak for approval within three hundred sixty-five (365) days after NTP, a list of those items to which serial numbers will be applied. The Contractor shall furnish Amtrak with a record of all serial numbers for all apparatus bearing serial numbers as installed on individual Vehicles. This record shall be included in a car history book for each Trainset. The record shall be submitted both in "hard copy" and in an approved electronic format. All items bearing serial numbers shall be physically marked with two-dimensional bar coded tags or labels to facilitate inventory management, parts tracking, maintenance planning and warranty administration.	We understand that the barcode contains the information about serial number which then refers to all other information in Amtrak`s system provided by the Offeror. Could Amtrak please confirm or correct this understanding?	**Pending**
305	3/17/2014	Technical	E	9.9	"[...] d. Contractor certifies that the Trainset (including Prototype Trainsets) has logged 10,000 continuous defect-free miles;"	Could the Authority please define "defect-free miles"? We would like to suggest that the definition of "defect-free miles" would be that "'defect-free' means that there are no service interruptions as defined for MTBSI."	Defect-free means that there are no defects on-board the Trainset. (This includes defects that do not cause service interruptions.)
306	3/17/2014	Commercial	B	29.2 Suspension of Work	29.2 [...] If such rights of suspension are exercised by Amtrak, the Contracting Official shall grant to Contractor an extension of the Contract Time for the relevant part of the Work equal to the length of the actual delay to the critical path necessarily caused by such suspension, but there shall be no adjustment of the Contract Amount in connection with such suspension except as explicitly provided in this Article. In the event that operations on a part of the Work are suspended by Amtrak pursuant to this Article for more than thirty (30) days, in the case of suspension of the Work, the Contract Amount for such part of the Work may be adjusted for any increase in the cost of performance of the Work (excluding profit) necessarily caused by such suspension (it being understood that the economic adjustment formulae in the Contract shall compensate Contractor for increased costs attributable to inflation). [...]	"for more than thirty (30) days" Could you please confirm or correct our understanding that 30 days are cumulative?	We cannot confirm, it is not in the aggregate.
307	3/17/2014	Commercial	B	34	Subcontractors-all provisions in Section 34	We understand that such provisions are typical in the US. However, at this stage of the procurement, we are working to ensure that we can implement such provisions in subcontracts with Subcontractors located outside the US, and we will endeavor to include these provisions in such subcontracts. Could we not require the Subcontractors to comply with US Federal provisions if they are located outside of the US?	As specified in the Contract Documents, all Subcontractors must comply with U.S. Federal provisions even if the Subcontractors are located outside of the United States.
308	3/17/2014	Commercial	B	1	"Fit for Purpose" means…(B) is in a condition which enable Amtrak to operate such Trainset in passenger revenue earning service in accordance with the Contract; and such Trainset is and shall remain fit for the purposes specified in paragraph (a) (ii) above through its Trainset Design Life..."	It is unclear which paragraph is referenced in (B) as there is no (a) (ii).	This will be clarified in a future Amendment.
309	3/17/2014	Commercial	B	8.3.3.1	If Amtrak grants Contractor permission to perform work on the railroad or Amtrak's premises, Contractor shall execute Amtrak's then current Temporary Permit to Enter prior to performing any work on the Railroad or Amtrak's premises. Amtrak shall set a date upon which the defects and/or deficiencies must be corrected. Unless otherwise agreed to by Amtrak, such date shall not allow for more than sixty (60) days to correct the defects and/or deficiencies.	Will the date that Amtrak sets be within a reasonable period of time within the sixty (60) day period? If Amtrak cannot provide access within a reasonable time, will Contractor be granted sixty days from when Amtrak has granted access?	(1.) Yes, the date Amtrak sets shall provide for a reasonable period of time for Contractor to correct any defects or deficiencies. The period of time shall be up to 60 days, but no more than 60 days, unless otherwise agreed to by Amtrak. (2.) Contractor will be granted up to 60 days access from the time Amtrak's Temporary Permit to Enter is executed.
310	3/17/2014	Commercial	B	9.1.1	Unless otherwise provided herein, all costs and expenses associated with testing and inspecting the Trainsets shall be borne by Contractor.	Is Contractor responsible for its own costs or the costs incurred by Amtrak for testing and inspecting? Will Amtrak seek reimbursement for costs associated with repeated testing due to Contractor's failure to pass the test as set forth under 9.1.2.?	(1.) Except in the case or re-testing or re-inspecting or as otherwise set forth in the Amtrak General Provisions, Contractor is only responsible for its own costs associated with testing and inspecting. (2.) Pursuant to Article 9.1.2 of the Amtrak General Provisions, Amtrak, in its sole discretion, may seek reimbursement for costs associated with repeated testing due to Contractor's failure to pass a test.
311	3/17/2014	Commercial	B	9.2	...Contractor shall perform and bear all costs of performing such inspections, tests and approvals unless otherwise provided in the Contract. …	Is Contractor responsible for its own costs or also the costs incurred by Amtrak for testing and inspecting?	Except in the case or re-testing or re-inspecting or as otherwise set forth in the Amtrak General Provisions, Contractor is only responsible for its own costs associated with testing and inspecting.
312	3/17/2014	Commercial	B	13	n/a	"Warranty Period" is used as a defined term and not a defined term. Please confirm that the defined term Warranty Period is used throughout Article 13, and that Warranty Period should be defined as five years from conditional acceptance.	Not confirmed.
313	3/17/2014	Commercial	E	12	n/a	Please confirm that the defined term Warranty Period is used throughout Article 12, and that Warranty Period should be defined as five years from conditional acceptance.	Not confirmed. See General provisions clause 12.4.

314	3/17/2014	Commercial	B	16.3	Upon termination of this Contract, in whole or in part, whether for default or convenience, Contractor shall not be entitled to receive any further payment for the terminated Work.	It is unclear if Contractor will be entitled to compensation under 16.3 if the termination is for convenience. Could you please clarify?	The language quoted in the perspective Offeror's question comes from Article 16.2 of the Amtrak General Provisions and not Article 16.3. Pursuant to Article 16.2, if Amtrak terminates the Work for any reason, Contractor will not be compensated for the terminated Work, i.e. work not yet performed by Contractor. See Article 17.3 for a discussion of Termination Expenses that Contractor will be compensated for by Amtrak in the event of a Termination for Convenience. 4/15/14
315	3/17/2014	Commercial	E	15.3	Upon termination of this Contract, in whole or in part, whether for default or convenience, Contractor shall not be entitled to receive any further payment for the terminated Work.	It is unclear if Contractor will be entitled to compensation under 15.3 if the termination is for convenience. Could you please clarify?	Unclear where this language is quoted. See General Provisions section 16.
316	3/17/2014	Commercial	B	27	If Contractor fails to carry out the Work in accordance with the Contract and fails, within a seven day period after receipt of written notice from the Contracting Official to cure this default with diligence and promptness, the Contracting Official may give Contractor a second written notice to correct such deficiencies within a second seven day period. If Contractor within such second seven day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Contracting Official may, without prejudice to other remedies Amtrak may have, correct, or cause to be corrected, such deficiencies. In so doing, Amtrak or its designee shall utilize any of Contractor's materials, plant and equipment necessary to correct the deficient Work. [...]	The time period of seven days is not consistent with Article 16.1 which gives Contractor 10 days to cure if Contractor is in default. Could you please clarify this inconsistency?	Article 27 of Amtrak's General Provisions will be revised by a future amendment to the Solicitation to reflect that the time period for Contractor to cure any default is ten (10) days and not seven (7) days.
317	3/17/2014	Commercial	E	14.3.1	...Contractor's receipt of a Directive Letter or Time and Materials Change Order from Owner is a condition precedent to Contractor's right to claim that an Owner-Directed Change has occurred, provided that no Directive Letter or Time and Materials Change Order shall be required for alleged Owner-Directed Changes directly attributable to delays caused by bad faith actions, active interference, gross negligence or comparable tortuous conduct by Owner. ...	What will be the mechanism for notification by the Owner and dispute procedure by Contractor if the Contractor disagrees that the change is attributable to delays caused by bad faith actions, active interference, gross negligence or comparable tortuous conduct by Owner? Could you please provide a method of notification and dispute resolution process?	**Pending**
318	3/17/2014	Commercial	E	14.4.4	Delay damages shall be compensable hereunder only in the case of Delays to the extent that they entitle Contractor to an extension of the Contract Time and result from the following (and no other Delays)…Delay damages are limited to additional field office and jobsite overhead costs incurred by Contractor directly attributable to the Delay of the Contract Time. Home office overhead is excluded from Delay damages and not compensable under the Contract. Before Contractor may obtain any increase in the Contract Amount to compensate for any Delay damages, Contractor shall have demonstrated to Owner's satisfaction that:	The three instances of delays do not include Change of Law under 14.14, Delays under 14.16 when both provisions contemplate recovery of impact costs. Will Owner modify 14.4.4 so that it is consistent with 14.14 and 14.16? Furthermore, the provision seems to limit delay damages to just additional field office and jobsite overhead costs. It does not compensate for storage costs, reallocation of manpower, additional cost of materials, etc. We believe that this provision may not apply to this contract? Could you please confirm or correct our understanding?	Onsite storage costs will be added in an Amendment.
319	3/17/2014	Commercial	E	8.6	8.6 If Contractor does not promptly replace or correct any part of the Work not meeting requirements of the Contract, [..]	We request that this provision clarifies that a reasonable timeframe is provided to ensure that nonconforming work is remedied.	No change.
320	3/17/2014	Commercial	B	50.3	In performing services under this Contract, Contractor warrants and represents that it shall not employ or make use of any non-U.S. person who is a citizen of country that has been designated by the U.S. Government as a "terrorist supporting country" (see Country Group E at Supplement No. 1 to Export Administration Regulations Part 740).	Would Amtrak consider modifying the excerpted language to include the following language? ". . . unless prior written approval is issued by the U.S. Department of State, or any other pertinent U.S. Government agency, for such employment and submitted to Amtrak within fifteen (15) days of its issuance."	**Pending**
321	3/17/2014	Commercial	B	50.4	At least thirty (30) days prior to the earlier of the delivery, installation or provision of a deliverable containing any controlled technology or technical data, Contractor shall inform Amtrak's Contracting Official in writing of the EAR Export Control Classification Number(s) ("ECCN") or the International Traffic in Arms Regulations ("ITAR") U.S. Munitions List Classification ("MLC") numbers applicable to such deliverable.	Would Amtrak be amenable to change the excerpted language to allow for the possibility of the submission by Contractor of one master list which will include all ECCNs and MLC's numbers applicable to all deliveries, rather than only those applicable to individual deliveries?	**Pending**
322	3/17/2014	Commercial	E	14.2	"Owner's issuance of a Directive Letter shall not be considered evidence that an Owner-Directed Change occurred. The determination whether an Owner-Directed Change in fact occurred shall be based on an analysis of the original Contract requirements and any effect of the Directive Letter on those requirements."	Since with the issuance of a Directive Letter the Contractor would immediately begin the Work, as indicated in the Directive Letter, the Contractor should be entitled to a Change Order in which any decreases or increases in time and contract value could be determined. Would the Authority consider deleting the excerpted language and substitute it with: "Owner's issuance of a Directive Letter shall be considered evidence that an Owner-Directed Change occurred"?	No change.

323	3/17/2014	Commercial	E	40.4	At least thirty (30) days prior to the earlier of the delivery, installation or provision of a deliverable containing any controlled technology or technical data, Contractor shall inform Amtrak's Contracting Official in writing of the EAR Export Control Classification Number(s) ("ECCN") or the International Traffic in Arms Regulations ("ITAR") U.S. Munitions List Classification ("MLC") numbers applicable to such deliverable.	Would Amtrak agree to change the excerpted language to allow for the possibility of the submission by Contractor of one master list which will include all ECCNs and MLC's numbers applicable to all deliveries, rather than only those applicable to individual deliveries?	**Pending**
324	3/17/2014	Commercial	E	6.4	Owner may require any sureties to appear and qualify themselves at any time. If Owner determines, in its sole discretion, that a surety is not qualified, Owner may, upon written demand, require Contractor to furnish a replacement bond at no additional cost, from a qualified surety acceptable to Owner. Until the replacement bond is furnished, payments on the Contract shall stop.	The trigger language does not define objective, measurable trigger events. Instead it puts a supplier at risk of having to replace existing bonds at substantial cost for minor reasons. Would the Authority therefore agree to redefine the requirements for replacing surety bonds to the following market standard events: (a) insolvency of a surety, (b) a surety having its license to operate revoked or (c) a surety being removed from the US Department of Treasury's Circular TD 570 of admitted sureties or (d) the bond is legally ineffective or unenforceable?	See response to Question 63.
325	3/17/2014	Commercial	E	Schedule 9	Drawings by facsimile to facsimile number ( ) _____ are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number ( ) _____. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.	Due to the large size of the Letter of Credit, it is more secure to include drawings with the other documents required upon presentation of the original Letter of Credit. Could the Authority please advise if that suggestion is acceptable?	**Pending**
326	3/17/2014	Technical	J	12.2.7	All high-level station platforms are built to 1.7 m (5.58 feet) from centerline of track, and to a height of 1219 mm (48 inches) above TOR.	What are the dimensions of the side platforms in the East River tunnels? Could you please provide cross section drawings of these tunnels?	Typically 5' 7" from centerline of track.
327	3/17/2014	Technical	J	12.2.12	Wire heights throughout the NEC range from 4.5 m (14.83 feet) to 6.7 m (22 feet) on Mainline track and up to 7.3 m (24 feet) in yard speeds.	What is the stagger of the catenary? Does it vary with the wire height?	Design Stagger for the constant tension catenary is +/- 8" and does not vary with height. This does not alleviate the requirement for pantograph width.
328	3/17/2014	Technical	J	12.4.1 Requirements and Information	Restrooms ; 1 ; All restroom water taps, electric hand dryers, paper towel dispensers, soap dispensers, and toilet flushers should be no-touch, preferably. 2 ; Restrooms should have a self-cleaning capability, preferably. 3 ; It is preferable that an anti-bacterial hand cleanser dispenser or wall-mounted trash receptacle with a hands-free lid should be provided by the exit door to enable passengers to exit with clean hands	2 What is the definition of the self-cleaning capability? Is there a special function required? 3 We understand this requirement in such a way that a wall-mounted trash receptacle without hands-free lid necessitates an anti-bacterial hand cleanser dispenser. Please confirm.	2- There is no special function required nor is there a specific definition for self-cleaning capability. 3- Yes. It is preferable.
329	3/17/2014	Technical	J	7.9.1	a) Operational electronics used by crewmembers, including radios, and wireless ticketing Devices. c) Wayside Equipment. d) Vital control Systems and electronics.	We assume that the fulfillment of the concrete EMC requirements (defined limits for EMC phenomena) defined in this document, is sufficient to prevent distortion of the mentioned devices and systems. Otherwise information on the used devices and systems would be necessary.	For Amtrak: Yes. For Authority: Concur, Amendment to be provided. General provisions to be modified to require Contractor to assist the Authority with testing of wayside receptors (EMI/EMC).
330	3/17/2014	Technical	J	12.3.8	The generation and distribution of electrical energy can interfere with onboard, wayside, and neighboring Equipment by conduction through the overhead contact System (OCS) and rail, by inductive coupling, and by electromagnetic radiation. In addition, onboard Equipment can interfere with onboard, wayside, and neighboring Equipment located on the CHSTS.	We assume that the fulfillment of the concrete EMC requirements (defined limits for EMC phenomena) defined in this document, is sufficient to prevent distortion of the mentioned devices and systems. Otherwise information on the used devices and systems would be necessary.	See response to Question 329.
331	3/17/2014	Technical	J	8.3.2	Exterior Vehicle finishes shall be compatible with the Owner's livery schemes. Finishes shall also be compatible with the Owner's cleaning methods, train wash Equipment, and associated cleaning chemicals	Could you please tell us which cleaning chemicals are used? How frequently are the vehicle exteriors cleaned? How often is the train cleaned with acidic and alkaline agents?	**For Amtrak**: The Offeror shall suggest a cleaning solution within the constraints of Amtrak Trainwash Facilities- Section 31.1- i of Schedule 1 Part A. **For Authority**: 1) Undefined for the Authority at the moment. Contractor is to propose cleaners compatible with Trainset offered. 2) Refer to Section 12.3.44. 3) Undefined for the Authority at the moment. Contractor is to propose cleaning cycle. An Amendment will be issued.
332	3/17/2014	Technical	J	8.19.3	Protective construction (e.g., Equipment Safety hangers) shall be provided as required. Vertical and lateral stops shall be incorporated to limit Vehicle displacement to remain inside the clearance diagram in the event of primary or secondary suspension Failure.	We assume that some of the stops in the primary and secondary suspension can be realized by progressive spring characteristics of rubber-metal elements. Could you please confirm or correct our interpretation?	It is the Offeror's responsibility to determine what type of stops shall be used.

333	3/17/2014	Technical	J	8.2.11	The Bogie-to-carbody attachment shall conform to the requirements detailed in the proposed regulatory text for Tier III Equipment defined in 49CFR Part 238.717.	According to Draft "49 CFR ETF_001-02 -- Proposed Rule text for NPRM 1_DRAFT 0/11/2013" the Trainset shall comply with either the requirement of section 238.219 or the specified load cases. 'Without yielding' is interpreted as no significant permanent deformation according to EN 13749 E.4.4.2.2 'Permanent deformation'. The loads will be calculated with bogie mass multiplied by the specified accelerations: 3g vertically downward; 1g laterally; 5g longitudinally Could you please confirm or correct our interpretation?	1. "Without yielding" means no permanent deformation. Refer to 238.717 . 2. Incorrect. Refer to 238.717 for specified accelerations.
334	3/17/2014	Technical	J	12.2.5 12.1	Wheel Tread Profile and Wheelsets (49 CFR 229.73)	We will recommend an optimized wheel profile considering the flange angle criteria according to APTA PR-M-S-015-06 PR-M-S-015-06. This design will imply a wheel width of 5,31 inch (135 mm) based on proven wheel designs for high speed applications in Europe. Could you please confirm or correct? Re 49 CFR 229.73: We assume a maximum back-to-back wheel distance of 1355 mm? Is that correct?	**Pending**
335	3/17/2014	Technical	J	12.2.3	Track Geometry b) Horizontal curves or radius equal to or greater than 100 m (328 feet).	We assume that there is no regular service on small curves with a radius of 100 m (exceptional situations only) and therefore operational restrictions (e.g. max. speed, max. gauge widening) are allowed. Could you please confirm or correct our understanding?	100 m curves exist in the Depots, and 120 m in Main Line terminal trackage, and the speed is limited to 15 mph in these locations.
336	3/17/2014	Technical	J	8.1.1 8.2.3 8.19.1	The Trainset structures and Equipment shall be designed for fatigue loadings and service duty cycles under the operating conditions encountered on the defined routes. Bogies shall be of a Service-Proven design.	The design process of the bogie is subject to the regulations of the current European standard EN 13749:2011. This includes load assumptions, strength assessment, laboratory static and fatigue tests and track tests. The track tests will be executed with an instrumented bogie on the respective Owner's network. The bearing and wheelsets are designed according to the European standards EN 12080, EN 12081, EN 12082, EN 13103, EN 13104, EN 13260. Could you please confirm that these design procedures are applicable?	Per Section 4.1, it is the Contractor's responsibility to identify Relevant Standards that are be applicable to the design of the Trainset.
337	3/17/2014	Technical	J	12.1	49 CFR 229	In our understanding 49 CFR 229 applies only to locomotives and not to high speed Trainsets (multiple units). Could you please confirm or correct our understanding?	**Pending**
338	3/17/2014	Technical	J	8.19.8	Trainset Dynamic Behavior Trainsets shall be designed to be stable and free from hunting oscillations at all Operating Speeds up to 10% in excess of the maximum intended Operating Speed under worst-case conditions inclusive of component wear.	We assume that the definition of worst case conditions according to TSI HS RST 2008 and EN 14363 (Partial failure of yaw damping / deflated air springs) applies. Could you please confirm or correct our understanding?	**Pending**
339	3/17/2014	Technical	J	8.18.1	The Contractor shall select and use interior materials available to the transportation industry, taking full account of the toxicity and combustibility requirements. All materials used in the Trainset construction shall be tested for toxicity in accordance with BSS 7239.	For toxicity in accordance with BSS 7239 there are no values specified. It is our understanding that specific values will need to be agreed upon between the Contractor and the owners. Could you please confirm or correct our understanding?	**Pending**
340	3/17/2014	Technical	J	8.18.1	The Trainsets shall be designed to accommodate TSI category B fire Safety.	The Trainsets will be designed according the fire safety requirements of TSI category B. Does this requirement also include fire resistance requirements that differ from NFPA 130 for vehicle ends, drivers cab backwall, electrical compartments, flooring, roof? Does the TSI conformity also include the requirements for fire detection and fire extinguishing systems?	**Pending**
341	3/17/2014	Technical	J	8.9.4	Trainsets shall be fitted with Systems able to receive information from control-command and signaling Devices that communicate the requirements of separation sections on a line to trains. Subsequent actions shall be triggered automatically.	Could you please provide further details regarding: - the means of transmitting the information from the trackside equipment to the vehicle - the detailed commands given by the trackside equipment - the expected reactions of the train including timing charts or min/max distances, etc.?	**Pending**
342	3/17/2014	Technical	J	12.6.3 8.16.28	Train Communications Network	Does the "Train Communications Network" mean the "Train Communication Network" in accordance to the IEC61375 or does it mean a different network? Just to be precise, we make use of the "Train Communication Network" in accordance to (but not equal to) the IEC61375, but due to the IEC61375 this is not a IP based network. Could you please confirm or correct our understanding?.	**Pending**
343	3/17/2014	Technical	J	8.17.1	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: a) Real-time telemetry.	Could you please provide more details about and examples of the "real time telemetry"?	Automated data collection and transmission pertinent to the operation/maintenance of the Trainset.
344	3/17/2014	Technical	J	8.17.1	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: d) Real-time System alerts via email/text message.	Could you please provide more details about the expectations regarding the "real time alerts via email/text message". Who is the expected recipient of the email or the SMS? Could you please provide examples?	Selected events generated by the TMDS will be subjected to real time alerts via email/text messages as determined by each Owner. The recipients of alerts via email/text message are selected Owner employees and contractors.
345	3/17/2014	Technical	J	8.19.19	Automatic sanding Systems shall be inhibited at specific locations as required on the respective Owner's network.	How does the sanding system receive information about where to inhibit the automatic sanding? Does it refer to a particular speed range or any information given by the ACSES /PTC or any other ATC or Cab Signal system?	The method on how the sanding system receives information about where to inhibit sanding, and associated system interfaces required, is to be proposed by the Contractor for review and approval by the Owner. In addition, for Amtrak only: Refer to 12.7 Appendix G of Schedule 1 Part A.
346	3/17/2014	Technical	J	12.3.7	Trainset System Specifications shall include train operation processing Systems and procedures for response to seismic early warning Systems.	How will the information about seismic events be transmitted to the train? Will the catenary voltage be switched off as in Japan? What is the intended reaction of the train (e.g. emergency braking)?	1) They will be transmitted via ATC. Refer to DCM Chapter 24. 2) An example of an expected reaction is emergency braking.

347	3/17/2014	Technical	J	8.12.1	The brake System shall be capable of stopping a fully loaded Trainset...under worst-case adhesion conditions.	Could you please confirm that TSI case B defines the worst case adhesion conditions?	See response to Question 143.
348	3/17/2014	Technical	J	8.12.1	In the case of partial or complete loss of Electric Brake, the friction brake shall be capable of achieving the desired speed reduction rates and maximum mandated stop distances under worst case dynamic loads.	Could you please clarify the definitions "fully load" and "worst case dynamic load"? According EN15663 normal load considers all seats are occupied. Could you please confirm that EN15663 is applicable and the "normal load" mentioned therein is similar to "fully load"?	1) Refer to Section 8.2.2 for definition for full load. 2) Worst case dynamic load: An Amendment will be issued clarifying worst case dynamic load to state that In the case of partial or complete loss of Electric Brake, the friction brake shall be capable of achieving the desired speed reduction rates and maximum mandated stop distances under all operating conditions.
349	3/17/2014	Technical	J	8.12.1	An Interface between friction brakes, Cab signal, alerter, ATC/PTC System, and train diagnostic and monitoring Systems shall be provided.	All these systems are usually connected together by the train control. Is there a further, special interface required?	See response to Question 76.
350	3/17/2014	Technical	J	8.12.1	Entry Speed ; Maximum Stop Distance 265.5 km/h (165 mph) ; TSI 4.2.4.4	Is the application of the TSI requirements for stopping distance of the service brake (TSI 4.2.4.4 "Service Braking Performance") also acceptable at speeds lower than 160mph for Amtrak?	Refer to Section 8.12.1 table.
351	3/17/2014	Technical	J	8.12.1	The Contractor shall determine the emergency braking performance for the Trainset per 2008 HS RST TSI Section 4.2.4.1, Case A, for speeds up to 265.5 km/h (165 mph).	Should TSI 4.2.4.1 ("Emergency Brake") also be used for speeds higher than 165 mph?	**Pending**
352	3/17/2014	Technical	J	8.12.1	Provisions shall be made to allow release of the Trainset parking brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack), in emergency situations (i.e., Trainset stop in a tunnel), when the power from the Trainset batteries is not available.	It is understood that the requirement is to release the parking brake in emergency situations. One solution is the dedicated battery pack. May alternative solutions be proposed?	See response to Question 77.
353	3/17/2014	Technical	J	8.12.2	The Trainset braking System shall utilize Electric Braking and friction braking to achieve the Specified Trainset braking rates and stopping distances.	Could you please confirm that this is valid for service braking, emergency braking and penalty braking?	See response to Question 78.
354	3/17/2014	Technical	J	8.12.3	It shall be possible to keep a train with a full load stationary for an unlimited period of time on the maximum gradient to be encountered with the maximum operational brake cylinder pressure applied and without assistance from the parking brakes.	Could you please confirm that "unlimited period of time" as referred to here pertains to normal operating conditions, i.e., air is available/ compressor is working?	See response to Question 79.
355	3/17/2014	Technical	J	8.12.3	It shall be possible to hold a train with a full load stationary for an unlimited period on the maximum gradient to be encountered with parking brakes.	Could you please confirm that the parking brake safety factor for gradient 6% is 1.0 in full loaded condition?	An Amendment to the Specification will reflect the gradient is no less than 3, no greater than 5.
356	3/17/2014	Technical	J	8.12.5	The function shall operate with all wheel sizes, new through condemning, and shall periodically self-calibrate wheel speed to compensate for wheel wear to maintain performance of at least 90% efficiency.	Does "self-calibrate" mean that the wheel diameter should be automatically determined by the control system? The WSP System is designed and certified according to UIC 541-05 for high speed operations. Does UIC 541-05 meet Amtrak requirements? Could you please define 90%-WSP-efficiency?	**Pending**
357	3/17/2014	Technical	J	8.12.9	The brake System design shall allow a disabled train's friction brakes to be controlled by a Rescue Vehicle, during a rescue operation.	Could you please define typical rescue scenarios?	Any disabled train on the proposed right-of-way, an example would be either from coupling to another Trainset or coupling with a rescue locomotive.
358	3/17/2014	Technical	J	8.20.12	ATO shall a)…e)	Could you please provide detailed information on the intended infrastructure solution, data exchange methods, and functional requirements for a) to d)?	Undefined for Authority at this time.
359	3/17/2014	Technical	J	12.3.16	Other Track Material - Each track that connects with a track carrying revenue passenger trains will be equipped with a switch point derail that is interconnected with the signal and train control system	Could you please confirm our understanding that the "signal and train control system" mentioned here is an infrastructure system, not an on-board system? If our understanding is incorrect, could you please provide system information and functional requirements for the vehicle?	Confirmed.
360	3/17/2014	Technical	J	8.14.4	Table within Interior Conditions chapter 8.14.4	The tolerances of the interior temperature described in the customer specification are understood as a time-average mean temperature, that is measured by the HVAC system and not as the vertical or horizontal tolerance of the average mean temperature during verification process (test in climate chamber). Could you please confirm or correct our understanding?	No change is required.
361	3/17/2014	Technical	J	8.14.7	The ventilation System shall maintain a Vehicle internal positive static pressure at all Trainset speeds, and alignment conditions, including higher altitudes and within tunnels. Intake of filtered fresh air shall be provided to maintain positive pressurization.	We understand this section as a requirement for internal positive static pressure as long as fresh air is supplied to the vehicle interior by the HVAC system. Could you please confirm or correct our understanding?	Confirmed
362	3/17/2014	Technical	J	8.14.12	Heating and cooling control shall be controlled by a microprocessor using solid state Devices. The output of the microprocessor shall control electrical power to the heater elements, motors, and various control Devices. The changeover between heating and cooling shall be automatic and, except for the reheat stage of overhead heat, shall preclude the simultaneous operation of heating and air conditioning.	Could you please explain the phrase: "… except for the reheat stage of overhead heat..." in more detail?	No change is required.
363	3/17/2014	Commercial	B	13.3	The warranties specified under this Article shall commence for a given Trainset upon the issuance of a Certificate of Acceptance and the given Trainset is put into Amtrak or Authority revenue service.	We assume that issuance of a Certificate of Acceptance or issuance of a Certificate of Conditional Acceptance shall be the condition for warranty to commence. Could you please confirm or correct our understanding?	Offeror's understanding is incorrect as set forth in article 13.3 of Amtrak's General Provisions, the warranty shall commence for a given Trainset upon 1) the issuance of a certificate of acceptance and 2) the given Trainset is put in to revenue service.
364	3/17/2014	Technical	J	8.8.5 b) 8.8.5 e) 8.8.5 g)	Cab crew facilities shall be provided and shall be adequate to store crew's clothing and Equipment in or near the Operator's Cab. Additional Operator facilities/provisions shall include: […]	Due to the existing cab layout there will be sufficient alternative facilities to store crew's clothing and equipment that will be mutually discussed and agreed-upon during the design phase. Could you please confirm or correct our understanding?	No change is required.

365	3/17/2014	Technical	J	8.8.8	The capacity of the Trainset windshield wash System shall support three days of Trainset service operation between top-up.	Our proposed Trainset features a 30l water tank. Could you please confirm based on your experience that this volume is sufficient for three days of Trainset service operation.	Recommend Schedule 1 Part A change: "The capacity…support two days of Trainset service operation between top-up."
366	3/17/2014	Technical	J	8.13.12	The door between the driving Cab and the end of the nearest passenger area shall be fitted with slam-locks. The doors shall be capable of being locked from the outside by means of a key operated security lock. The same key shall open and lock the driving Cabs of all Trainsets. Operation of the door internal handle shall release the security lock to allow the Operator to escape in an emergency.	The delineation between the passenger area and the technical room will be realized by the technical room door (not the driver's cab door). Could you please confirm if this is acceptable?	Yes. No change.
367	3/17/2014	Commercial	D	35	At least thirty (30) days prior to the earlier of the delivery, installation or provision of a deliverable containing any controlled technology or technical data, Contractor shall inform Amtrak's Contracting Official in writing of the EAR Export Control Classification Number(s) ("ECCN") or the International Traffic in Arms Regulations ("ITAR") U.S. Munitions List Classification ("MLC") numbers applicable to such deliverable.	Would Amtrak be agreeable to change the excerpted language to allow for the submission by Contractor of one master list which will include all ECCNs and MLC's numbers applicable to all deliveries, rather than only those applicable to individual deliveries?	See response to Question 321.
368	3/17/2014	Commercial	D	44.5	"Contractor shall procure and maintain Railroad Protective Liability Insurance, written on the AAR-AASHTO (ISO/RIMA) occurrence based form (a claims made form is not acceptable), in the name of Amtrak (National Railroad Passenger Corporation). The policy shall have limits of liability of not less than $10,000,000 per occurrence and $10,000,000 in the aggregate. If equivalent or broader wording is not contained in the policy form, the following endorsement must be included: It is agreed that "Physical Damage to Property" means direct and accidental loss of or damage to all property owned by Amtrak and/or all property in the care, custody and control of Amtrak."	Railroad protective coverage is included in our current General Liability insurance, although we do not maintain a stand-alone coverage. Since the events contemplated in Section 44.5 will be covered by our current GL insurance, would Amtrak consider this endorsement to be in compliance with the requirements of Section 44.5?	**Pending**
369	3/17/2014	Commercial	D	5.1	Amtrak, in its sole discretion, may terminate the Contract sixty (60) months after the Commencement Date. In order to exercise this option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the sixtieth (60th) month of the Term. Additionally, Amtrak, in its sole discretion, may terminate the Contract one-hundred and twenty (120) months after the Commencement Date. In order to exercise this second option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the one-hundred and twentieth (120th) month of the Term.	Since the rights of Contractor in case of a termination for convenience are spelled out in Article 14 of the TSSSA General Provisions, would Amtrak consider adding a sentence at the end of Section 5.1 stating that: "Within thirty (30) days of the effective date of termination Contractor may submit to Amtrak in a form provided by Amtrak, a claim for termination costs."	No change.
370	3/17/2014	Commercial	D	10.1	Contractor is required to represent and warrant that all supplies are: (a) at least as high quality as the component which was installed or otherwise incorporated into the Trainset at the time when Amtrak issued a Certificate of Acceptance pursuant to the Trainset Contract; (b) are merchantable and of good quality, free from defects in design, material and workmanship; (c) are suitable for their intended purpose; (d) conform with all requirements of the Contract Documents; (e) are adequately contained, packaged, marked and labeled; f) conform with all Applicable Laws and regulations; and (g) will be delivered free and clear from any security interest, lien, encumbrance or other rights of third parties.	Would Amtrak be amenable to replacing subsections (b) with Fit for Purpose?	No change.
371	3/17/2014	Commercial	D	12.1	Any modification or change to the terms of the Contract must be in a form and manner prescribed by Amtrak's Contracting Official.	Since this language would mean that Amtrak's Contracting Official would have complete discretion in the manner in which this contract is amended or changed, including even oral changes, would Amtrak consider modifying this provision as to state: "The Contracting Official may, at any time, without notice to the sureties, if any, by written order, direct any change within the general scope of this Contract: "	No change.
372	3/17/2014	Commercial	D	13.1	Amtrak, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured within ten days of Contractor's receipt of a written notice of default from Amtrak. <u>Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Supplies within the time specified herein</u>.	Automatic default for late deliveries. A ten (10) day curing period is a short interval to remedy late deliveries, especially when the result of non-compliance would be the termination of the contract. This situation could get worse, not mitigated, by the fact that Amtrak would not be required to issue a written notice to Contractor upon the event. Would Amtrak be amenable to amending this provision and deleting the underlined language?	**Pending**

373	3/17/2014	Commercial	Exhibit F	Section F "Financial Plan" + "Alternative Financial Approach"	-	Are the Trainsets referred to in the Financial Plan Summary merely the two prototypes or also the production Trainsets? If it includes the production Trainsets, what level of detail regarding financing is required? Could you please explain how the Alternative Financial Approach" relates to the "Financial Plan Summary"?	The Financial Plan relates to all contractual requirements which includes the two prototypes and the production Trainsets. For purposes of clarity, the Authority is not requesting Offerors to arrange financing on its behalf. The Contractor will be paid through Milestone Payments. Should the Offeror anticipate any financing (i.e., corporate financing) in order to deliver the requirements under the Authority Contract, then Offeror shall disclose its plan of financing as part of the Financial Plan. Offerors are not required to submit a Financial Plan unless they are contemplating using financing to deliver the requirements under the Authority Contract. The Offeror's Alternative Financial Approach, if any, should address proposals or indications of interest for private sector investment in the project. Private investment or contributions may be in the form of debt, equity, or other forms of "sweat-equity" that may include plant investments and other contributions to be provided by the Contractor. As stated above, private sector investment is not required under the Authority Contract; however, the Authority is interested in ideas and proposals for private sector investment by the Offeror should it become the Contractor.
374	3/17/2014	Technical	J	12.03.18	Topic: Clearance and Gauging Authority: e) Damaged suspension components and structural detachments. Amtrak Diagram 05-1355 Rev. E: the worst-case combination of dynamic excursion, wear, and Failure of any one suspension element	When addressing the Clearance and Gauging topic, would it be acceptable to Amtrak and the Authority to use the common practice according to European standards (UIC 505-5 and EN 15273-2)? Using that approach, a failed secondary air spring is considered, however the following sufficiently unlikely failures do not get considered: - A broken bogie frame - A broken carbody - A broken emergency spring - A broken primary spring - A broken anti-roll bar	No change is required.
375	3/17/2014	Technical	J	13.1	Offeror to provide: 2. A level, tangent track simulation to MAS for verification purposes; 3. Suggested curve rolling resistance equations/coefficients if different than the AREMA Standard of 1 degree curve being equivalent to +0.04 percent grade used in Amtrak's TPC;	Could you please tell us what does "MAS" means? It is not listed in J Chapter 3.1 "acronyms and abbreviations" Also, could you please confirm our understanding that "AREMA" refers to the American Railway Engineering and Maintenance-of-Way Association? It is not listed in J Chapter 3.1 "acronyms and abbreviations"	1. MAS = Maximum Authorized Speed. 2. Confirmed. Note: to add both acronyms to the Acronyms List.
376	3/17/2014	Technical	J	13.1	cell A6 "Weight, tons"	Is this the fully loaded weight or normal weight? Can you please define the relevant weight states?	Cell A6 delineates the weight of the train unladen [AW0]. Cell A7 delineates the weight of the train fully laden.
377	3/17/2014	Technical	J	13.1	cells A3 to A5 "11 kV 25 Hz Operation"	Could you please confirm or correct our assumption that you mean OCS-Voltage of 12 kV 25 Hz.	**Pending**
378	3/17/2014	Technical	J	8.9.1	The pantograph shall be of a proven design capable of current collection at all speeds up to 390 km/h (242 mph). The pantograph shall have an operating range for wire heights from 4.5 m (14.83 feet) to 7.5 m (24.5 feet).	Is the pantograph for 390 km/h (242 mph) a requirement only for the Authority (for testing) or also for Amtrak (NEC)? In DCM chapter 21 section 21.6.2 the nominal wire height is defined to 17 feet 5 inches (5310 mm). What are the tolerances in the wire height range for the Authority on Mainline track (for 354 km/h) and in yards?	For the Authority only: 1) The Trainsets will be tested at 390 km/h; the pantograph shall be suitable for all speeds up to 390 km/h. 2) For tolerances on wire height on mainline track, refer to DCM Section 21.6.2, third paragraph. For Amtrak only: See the response to Question 36 for Amtrak options other requirements will apply.
379	3/17/2014	Technical	J	12.2.12	c) Wire heights throughout the NEC range from 4.5 m (14.83 feet) to 6.7 m (22 feet) on Mainline track and up to 7.3 m (24 feet) in yard speeds.	What is the maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?	For Amtrak: Restricted Speed (15 mph) For the Authority: Yard Speed will be restricted speed not to exceed 20 mph.
380	3/17/2014	Technical	J	8.10.3	….minimum residual acceleration….	Will the residual acceleration 0.05 m/s² also be requested for the option to increase the speed limit to 220 mph?	Comply as written for the Authority.
381	3/17/2014	Technical	J	5.1.1	Journey times on today's Amtrak network (NEC)	In the tables provided for the NEC track we found different radius values at the same location many times. Which one shall be taken into account?	**Pending**
382	3/17/2014	Technical	J	5.1	Journey times on today's Amtrak network (NEC)	Is it acceptable to change the gear ratio or complete gear box in case of increasing the maximum speed on NEC to 220 mph by an upgrade kit to support Amtrak's future development to full high-speed operation?	Yes
383	3/17/2014	Technical	J	5.1.1	Journey times on today's Amtrak network (NEC)	Does the requested maximum travel time **include** the dwell time of 1 min per station?	**Pending**
384	3/17/2014	Technical	J	8.10.14 + 8.17	Data Logger and Status Indication The System shall be equipped with a Data logger that shall diagnose and record performance information regarding the propulsion and braking Systems in the Trainset, by date and time. The Data logger shall be part of the TMDS	Could you please provide more detailed information about the use cases related to "data logger" and "event logs" as well as "data recording"?	8.10.14 does not exist. In 8.10.13 (Data Logger and Status Indication), Amtrak requires traction (propulsion) system dedicated controllers (computers) to have data logging / recording and intelligent diagnostic capabilities.

385	3/17/2014	Technical	J	8.20.3 vs. 8.10.2	Amtrak’s current FRA PTC Type Approved PTC System for the NEC is ACSES II. The existing FRA rules and regulations are limited to 241 km/h (150 mph). The existing ACSES transponder and receiver System is not verified for operation over 257.5 km/h (160 mph). vs. Operating Speed For Amtrak, the Trainset shall be capable of a continuous Operating Speed of 257.5 km/h (160 mph) under full load conditions, and a testing speed of 265.5 km/h (165 mph). For the Authority, the Trainset shall be capable of a continuous Operating Speed of 354 km/h (220 mph) under full load conditions, and a testing speed of 390 km/h (242 mph).	Could you please provide more detailed information about: Amtrak's PTC speed upgrade and the indented ATP system for the Authority?	Amtrak's current FRA PTC Type Approved PTC System for the NEC is ACSES II. The existing FRA rules and regulations are limited to 241 km/h (150 mph). The existing ACSES transponder and receiver System is not verified for operation over 257.5 km/h (160 mph).
386	3/17/2014	Technical	J	12.1.1	49 CFR Part 238.447 ; Train Operator’s Controls and Power Car Cab Layout ; Structure and Crashworthiness; Cab Design ;	The standard asks for mounting the seats directly to the car body structure. In our trains the driver's seat is mounted directly on the body, but the assistant driver's seat is mounted on the floor. Will that be accepted? Could you please provide more information about the USA 5% female and 95% male?	**Pending**
387	3/17/2014	Commercial	E	12		The Authority's rights in regard to the Contractor's obligations in relation to the delivery of spares and supplies will be duly covered by Sections 12.1, 12.10 and 12.22. Should or when the Authority incorporates the technical support and long-term maintenance under a separate contract, then some of the rest of the provisions of Article 12 would be applicable. That being the case, would the Authority be amenable to amend Article 12 to state that: Sections 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20 and 12.21 will not be applicable to the Contractor's obligation in regard to spares and supplies."?	See response to Question 264.
388	3/17/2014	Commercial	B	12.3	-	In no event, shall Contractor overall liability exceed 100% of the final contract value. Explanation of Change Request: In order to commercially calculate and to avoid including any unnecessary risk into the cost of the project, please limit the Contractor's total liability to 100% of the final contract value. Current US industry standards do allow for 100% liability limitations.	**Pending**
389	3/17/2014	Commercial	B	12.3	-	The Contractor shall in no event be liable for any consequential or indirect damages (such as, but not limited to: loss of profit, loss of revenue, lost savings, lost benefits, claims) related to business interruption, loss of information, data, or interest.." Explanation of Change Request: We are unable to commercially calculate and wish to avoid including any unnecessary risk into the cost of the project, thus please exclude liability for any consequential or indirect/ special damages.	**Pending**
390	3/17/2014	Commercial	B	12	12.1 a. $100,000 per day per Trainset, for up to 90 days of delay' b. $200,000 per day per Trainset, for between 91-180 days of delay; and c. $250,000 per day per Trainset, for beyond 180 days of delay.	12.1 a. $100,000 $20,000 per day per Trainset, for up to 90 days of delay' b. $200,000 $40,000 per day per Trainset, for between 91-180 days of delay; and c. $250,000 $50,000 per day per Trainset, for beyond 180 days of delay. Liquidated Damages to be capped at 10% of Contract Value Explanation of Change Request: In order to commercially calculate and to avoid including any unnecessary risk which would artificially inflate the customer cost, we would like to request that the provisions for liquidated damages on a per Trainset basis be reviewed so best value can be provided by Contractor.	**Pending**
391	3/17/2014	Commercial	B	12.3	12.3 ....The remedy provided for this Article 12 is cumulative with and in addition to all other rights Amtrak has hereunder and all other remedies to which Amtrak is entitled at law or in equity in respect of facts, circumstance, events or occurrences other than delays described in this Article 12, it being understood that Amtrak shall not have the right to recover monetary damages solely for such delay in excess of those contemplated by Article 16.	12.3 ....The remedy provided for this Article 12 is cumulative with and in addition to all other rights Amtrak has hereunder and all other remedies to which Amtrak is entitled at law or in equity in respect of facts, circumstance, events or occurrences other than delays described in this Article 12, it being understood that Amtrak shall not have the right to recover monetary damages solely for such delay in excess of those contemplated by Article 16. The remedy provided for this Article 12 is sole and exclusive. Explanation of Change Request: We would like to kindly request that the payment of liquidated damages be considered the sole and exclusive remedy for late deliveries. This would remain within industry standards and also avoid the inclusion of any unnecessary risk into the project cost, allowing Contractor to provide best value to Amtrak.	**Pending**

392	3/17/2014	Commercial	B	59.1	Insurance 2nd paragraph: "Contractor shall furnish Amtrak with a with certificate or certifications of insurance giving evidence of the required insurance prior to commencement of any portion of the Work pursuant to this Contract and on a annual basis thereafter. In addition, within six month of the execution of the Contract, Contractor shall provide Amtrak with copies of all sections of required policies, which sections pertain to coverage required by, or are otherwise relevant to , this Contract or the Work, together with a certification that the copies provided are accurate and complete. Further, Amtrak agrees to enter into a mutually agreeable confidentially agreement with Contractor with respect to the copies of the required policies provided to Amtrak.	Insurance 2nd paragraph: "Contractor shall furnish Amtrak with a with certificate or certifications of insurance giving evidence of the required insurance prior to commencement of any portion of the Work pursuant to this Contract and on a annual basis thereafter. In addition, within six month of the execution of the Contract, Contractor shall provide Amtrak with copies of all sections **policy endorsements and certificates as evidence of all coverage to** ~~of required policies, which sections pertain to coverage required by, or are otherwise relevant to ,~~this Contract or the Work, together with a certification that the copies provided are accurate and complete. Further, Amtrak agrees to enter into a mutually agreeable confidentially agreement with Contractor with respect to the copies of the required policies provided to Amtrak. **Explanation of Change Request:** We would like to replace the strikethrough portion of paragraph 59.1 with the following: In addition, within six months of the execution of the Contract, Contractor shall provide Amtrak with copies of all sections of policy endorsements and certificates as evidence of all coverage to this Contract or the Work, together with a certification that the copies provided are accurate and complete.	The fifth sentence of Article 59.1 shall be revised such that it now reads as follows: ""In addition, within six (6) months of the execution of the Contract, Contractor shall provide Amtrak with copies of all policy endorsements and certificates as evidence to coverage required by, or are otherwise relevant to, this Contract or the Work, together with a certification that the copies provided are accurate and complete.
393	3/17/2014	Technical	J	12.3.2 Verification and Validation	The RM tool shall be IBM Rational DOORS, version 9.5 or later.[…] The Contractor shall submit the RM tool database monthly and provide the Authority's representative with full real-time readability web access.	The RM tool shall be IBM Rational DOORS, version 9.5 9.3 or later.[…] The Contractor shall submit the RM tool database results monthly to and provide the Authority's representative with full real-time readability web access. Explanation of Change Request: Presently, we use IBM Rational DOORS Version 9.3. The data base access to the DOORS system itself cannot be provided to the customer because of intellectual property rights, however the results of the RM tool will be exported and submitted to the customer. The verification method is determined in the RM tool, for example document, drawing, type test, etc.	An Amendment will be issued to state: The RM tool shall be IBM Rational DOORS, version 9.3 or 9.5. The Contractor shall create a CHSTS project within the RM tool and submit the exported CHSTS project monthly as a project archive (.dpa file). The Contractor shall provide the Authority's representative with full real-time readability web access to the CHSTS project within the RM tool.
394	3/17/2014	-	Schedule 10	Sheet 1	Schedule 10-NGHSR Milestone Payment Schedule Milestone Payment Condition % Contract Value Completion of Mgt Plans 6% Subcontracts for Major Subsystems 10% Approval of Preliminary Designs 10% Completion of Car Body Shells 10% Completion of Trucks 10% Testing on NEC 1% Conditional Acceptance 35% Training, Operating Maint. Manuals 3% Final Acceptance 10% Retainage 5%	Schedule 10-NGHSR Milestone Payment Schedule Milestone Payment Condition % Contract Value **Completion of Specification Review 5%** Completion of Mgt Plans 6% Subcontracts for Major Subsystems 10% Approval of Preliminary Designs 10% **Completion of FAI Reports 5%** Completion of Car Body Shells 10% Completion of Trucks 10% **Completion of Functional & Static Testing 15%** **Approval of Shipment of each Trainset 10%** Testing on NEC 1% Conditional Acceptance **10%** ~~35%~~ Training, Operating Maint. Manuals 3% ~~Final Acceptance 10%~~ Retainage 5% **Explanation of Change Request:** We would like to propose a payment milestone plan which reflects more closely the Trainsets manufacturing process, including the 100% Buy America compliance with our sub suppliers. We wish to avoid the inclusion of financing costs in a negative cash flow which would increase the costs of the Trainsets to both Amtrak and the Authority.	Amtrak sees no need to change at this time
395	3/17/2014	Commercial	B	13.3	"13.3 The warranties specified under this Article shall commence for a given Trainset upon the issuance of a Certificate of Acceptance <u>and</u> the give Trainset is put into Amtrak or Authority revenue service."	"13.3 The warranties specified under this Article shall commence for a given Trainset upon the issuance of a Certificate of Acceptance and or the give Trainset is put into Amtrak or Authority revenue service, which ever comes first and terminate five (5) years thereafter ("Warranty Period")." Explanation of Change Request: The warranty start date should be a clear and consistent methodology for all vehicles. We would like to avoid including any unnecessary risk in the project cost for the potential unknown period of time between Conditional Acceptance and revenue service or Amtrak putting a vehicle in revenue service and then providing acceptance. If the Trainset is placed in revenue service, the Trainset should be accepted; otherwise the Contractor remains liable for damage to the Trainset without warranty actually starting. Therefore, we respectfully request that Amtrak please eliminate this unknown period with the proposed provision update. Also, under the definition of "Five Year Warranty Period", the five-year warranty starts upon issuance of a Certificate of Acceptance and does not require that the Trainset is placed in revenue. Furthermore, there is no warranty period stated for the Trainset. Warranty Period itself is not defined although it used throughout Article 13 as a defined term.	Amtrak is not agreeable to making the requested change. (Note: Other changes to the warranty section to address Offeror's comments will be made in a future Amendment.)
396	3/17/2014	Commercial	B	2.9	"If drawings show variations from the requirements contained in the Contract, Contractor shall describe such variations citing the specific contract requirement(s) in writing, separate from the drawings, at the time of submission. If the Contracting Official approves any such variation(s), he shall issue an appropriate Contract Modification or Change Order."	"If drawings show variations from the requirements contained in the Contract, Contractor shall describe such variations citing the specific contract requirement(s) in writing, separate from the drawings, at the time of submission. If the Contracting Official approves any such variation(s), he shall issue an appropriate Contract Modification or a mutually agreed to and executed Change Order." Explanation of Change Request: A Change Order for variations should be mutually agreed upon and executed by the Contractor and Amtrak.	Amtrak is not agreeable to making the requested change. Offeror should refer to Article 15.1 for information regarding Amtrak directed changes.

397	3/17/2014	Commercial	B	7.6	The Contractor shall supply to Amtrak the Special Tools specified in Schedule 7 and all associated Special Tools Delivery Documentation in accordance with the Specification, the Contract Program, the Quality Plan, the Safety Plan, the Agreed Testing Program, all Applicable Laws and shall ensure that all Special Tools and associated Special Tools Delivery Documentation are Fit for Purpose and meet the requirements of the Contract. Upon Amtrak's request and payment, Contractor shall supply to Amtrak additional Special Tools and Delivery Documentation that meet the requirements of this Article 7.6. The prices Contractor charges Amtrak for such Special Tools shall be the lowest prices Contractor has charged others for comparable items.	The Contractor shall supply to Amtrak the Special Tools specified in Schedule 7 and all associated Special Tools Delivery Documentation in accordance with the Specification, the Contract Program, the Quality Plan, the Safety Plan, the Agreed Testing Program, all Applicable Laws and shall ensure that all Special Tools and associated Special Tools Delivery Documentation are Fit for Purpose and meet the requirements of the Contract. Upon Amtrak's request and payment, Contractor shall supply to Amtrak additional Special Tools and Delivery Documentation that meet the requirements of this Article 7.6. The prices Contractor charges Amtrak for such Special Tools shall be the lowest prices Contractor has charged others for comparable items under substantially similar terms and conditions. Explanation of Change Request: We will endeavor to provide Amtrak with competitive prices for the Special Tool. However, there are certain factors which may affect the price such as quantity, date of order, geographic region, penalties etc.	Amtrak is not agreeable to making the requested change. 4/22/14
398	3/17/2014	Commercial	B	13.1	Contractor covenants and warrants to Amtrak that each Trainset, Special Tool and all parts (including spare parts) and equipment accessories furnished under the Contract shall be new, the best of its kind or quality, free from defects in design, material and workmanship and suitable for the purpose intended, and shall be constructed and shall operate in conformance with all requirements of the Contract. If required by Amtrak, Contractor shall furnish evidence satisfactory to Amtrak as to the kind and quality of materials and equipment.	Contractor covenants and warrants to Amtrak that each Trainset, Special Tool and all parts (including spare parts) and equipment accessories furnished under the Contract shall be new, the best of its kind or quality, free from defects in design, material and workmanship and shall be Fit for Purpose suitable for the purpose intended, and shall be constructed and shall operate in conformance with all requirements of the Contract. If required by Amtrak, Contractor shall furnish evidence satisfactory to Amtrak as to the kind and quality of materials and equipment. Explanation of Change Request: "Fitness for Purpose, " a defined term, sets forth the intended purpose or use of the deliverables by Amtrak; whereas "suitable for the purpose intended" is not defined and could lead to disputes between the parties.	Amtrak is not agreeable to making the requested change.
399	3/17/2014	Commercial	B	14.6	14.6 Spare parts or replacement parts shall be supplied to Amtrak at prices which are no higher than the rates Contractor offers its best customer but in no case more than comparable market prices. The prices contained in the final spare parts list shall be fixed for a period of no less than one year from the date Amtrak receives the final list.	14.6 Spare parts or replacement parts shall be supplied to Amtrak at prices which are no higher than the rates Contractor offers its best customer under substantially similar terms and conditions but in no case more than comparable market prices. The prices contained in the final spare parts list shall be fixed for a period of no less than one year from the date Amtrak receives the final list. Explanation of Change Request: We will endeavor to provide Amtrak with competitive prices for the Special Tool. However, there are certain factors which may affect the price such as quantity, date of order, geographic region, penalties, etc.	Amtrak is agreeable to changing Article 14.6 as follows: "Spare parts or replacement parts shall be supplied to Amtrak at prices which are no higher than the rates Contractor offers its best customer under similar terms and conditions but in no case more than comparable market prices. The prices contained in the final spare parts list shall be fixed for a period of no less than one year from the date Amtrak receives the final list." This change to the Amtrak General Provisions will be reflected in an upcoming amendment to the Solicitation.
400	3/17/2014	Commercial	B	16.1	16.1 Amtrak may, by written notice to Contractor, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to deliver Trainsets within the time specified herein; (2) failure to make progress, so as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestone; (4) failure of Trainsets to conform with all requirements of this Contract; (5) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (6) noncompliance with the Laws or the proper instruction of Amtrak; (7) failure to comply with Amtrak's rules or breach of or failure to comply with any other provision of the Contract. Amtrak, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured within ten (10) days of Contractor's receipt of a written notice of default from Amtrak. Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Trainsets within the time specified herein. In the event that Contractor's default is not excused or cured to the satisfaction of Amtrak, Amtrak may terminate the Contract in whole or in part and reprocure the Trainsets from another source, in which event Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak and (2) any Excess Costs to Amtrak relating to the reprocurement. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and	16.1 Amtrak may, by written notice to Contractor, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its material obligations under the Contract, including but not limited to: (1) failure to deliver Trainsets within the time specified herein; (2) failure to make progress, so as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestone; (4) failure of Trainsets to conform with all material requirements of this Contract; (5) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (6) noncompliance with the Applicable Laws or the proper instruction of Amtrak; (7) failure to materially comply with Amtrak's rules or breach of or failure to comply with any other provision of the Contract. Amtrak will, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured or Contractor has commenced to cure the default within ten (10) days of Contractor's receipt of a written notice of default from Amtrak. Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Trainsets within the time specified herein. In the event that Contractor's default is not excused or cured to the satisfaction of Amtrak, Amtrak may terminate the Contract in whole or in part and reprocure the Trainsets from another source, in which event Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak and (2) any Excess Costs to Amtrak relating to the reprocurement. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect. Explanation of Change Request: As proposed , Amtrak may exercise its termination right for any breach including, for example, for failing to provide an itemized price breakdown for a change order , which remedy should be the rejection of the change order and not termination. Thus, even if the ramification for non-compliance would be waiver of a Contractor right, Amtrak would still want the right to terminate. Amtrak's proposal also fails to identify under a) what are the reasons under which Amtrak could terminate the contract, because it does not identify where the reasons are set forth below. Furthermore, Amtrak would want the right to terminate the Contract even if the Contractor cured its default or undertook corrective action within the time agreed upon so that Contractor was no longer in breach or default. Even after Contractor has incurred he expense and effort to cure is default , the Contractor would additional be liable for Excess Costs and repayment to Amtrak of any payments made by Amtrak even for work performance in accordance with the contractual requirements. Some defaults such as software defects may take longer to remedy and therefore, the right to terminate should apply if the Contractor has not undertake corrective action.	**Pending**

401	3/17/2014	Commercial	B	22	22.1 Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Amtrak in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by the Contracting Official; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose. Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries. 22.3 Contractor agrees that it, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Contracting Official. 22.5 Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also	~~Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Amtrak in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by the Contracting Official; and (2) (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose contemplated under this Contract. To the extent otherwise permitted by applicable law, Amtrak will exempt from disclosure proprietary information, trade secrets, and confidential commercial information that Amtrak obtains from the Contractor during the performance of the Work. Any proprietary or commercial information which the Contractor believes should be exempted from disclosure must be specifically identified and marked as such. Amtrak agrees to employ sound business practices no less diligent that those employed with respect to Amtrak's own confidential information to protect the confidence of all proprietary and confidential information provided by the Contractor. 22.3 Contractor agrees that it, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party that is not public information as of the date of the Contract or that is not information that is or becomes known to the Contractor from another source without obligation of confidentiality or that is not information that was independently developed or obtained by the Contractor outside of, and through no breach of this Contract in strictest confidence. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Contracting Official. 22.5 Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries.22.5 Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief. Explanation of Change Request: We would like to avail ourselves of not only Federal Freedom of Information Act protection but also the Washington D.C. public records act and for Amtrak to exempt from disclosure proprietary, trade secret information and commercial confidential~~	No change.
402	3/17/2014	Commercial	B	32	32.1 Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from supplies, material, deliverables, products or equipment supplied by, or from activities of, or work performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract.	Contractor agrees to defend, indemnify and hold harmless (the "Indemnified Parties"), from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) arising from bodily injury and/or property damages to third parties (collectively "Indemnification Claims"), which any of the Indemnified Parties may hereafter be responsible for or pay as a result of breach of warranty, which results in injury or death of any person, or damage to or loss (excluding loss of use of Amtrak) of any property, including property of the parties Amtrak hereto, arising out of or in any degree directly or indirectly and in proportion to the extent such Indemnification Claims are caused by or result from defects in supplies, materials deliverables or products or equipment supplied by, or from activities of, or work negligently performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or to the extent of Contractor's negligent performance of its obligations in compliance with the Contract Documents. In the event of an Indemnification Claim: (1) Amtrak shall promptly and in writing grant to Contractor sole control over defenses and settlement of the Indemnification Claim, and (ii) Amtrak provides timely assistance in the defense of the Indemnification Claim. Notwithstanding the foregoing, Contractor's indemnification obligations are not conditioned upon Amtrak's compliance with (if) or (ii) above. Explanation of Change Request: The obligation to indemnify should be based upon negligence or non-performance of Contractor, which results in personal injury or property damage. The indemnity should cover Contractor's negligent acts or omission or non-performance and not Amtrak's or another third party. The indemnity is broadly drafted to require Contractor to indemnify Amtrak for performance under the contract and is not limited to third party claims. In order to properly defend Amtrak, Contractor should be notified of the claim and given control of the defense. At times Amtrak's assistance may be required.	**Pending**
403	3/17/2014	Commercial	B	65.1	Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach.	Except as otherwise stated in the Contract, each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach. Explanation of Change Request: Please see requested change to Article 12.3. If acceptable, this provision should be modified.	**Pending**
404	3/17/2014	Commercial	B	72	Claims by Contractor shall not be brought after the earliest of (a) Final Payment; (b) one year after the date of final completion of the Project; or (c) one year after the date of Contractor's last substantial work.	Claims by Contractor shall not be brought after the earliest of (a) one year after Final Payment; (b) one year after the date of final completion of the Project; or (c) one year after the date of Contractor's last substantial work. Explanation of Change Request: Because Amtrak controls when Final Payment is made, Contractor will not know when the Final Payment will be made and could inadvertently waive its claim by not asserting prior to receipt of Final Payment.	Amtrak is not agreeable to making the requested change.

405	3/17/2014	Commercial	B	2.2	Any inconsistencies in Contract provisions or Contract shall be resolved by giving precedence in the following order: [..] (v) Performance Specification set forth at Schedule 1(a); (vi) Technical Description set forth at Schedule 1(b) or as otherwise produced as a result of the Performance Specification;	Any inconsistencies in Contract provisions or Contract shall be resolved by giving precedence in the following order: [..] **(v) Technical Description set forth at Schedule 1(b) or as otherwise produced as a result of the Performance Specification;** **(v) Performance Specification set forth at Schedule 1(a);** **Explanation of Change Request:** We assume that the Technical Description set forth at Schedule 1(b) shall prevail as it will more precisely address the Trainset to be delivered as this Trainset will be developed from and comply with the Performance Specification. The Technical Description will be the later document describing how the Performance Specification will be implemented.	Amtrak is not agreeable to making the requested change.
406	3/17/2014	Commercial	B	13.8	"Contractor shall maintain a sufficient quantity of spare components to enable it to provide for warranty parts replacement within twenty-four (24) hours of notification by Amtrak of a defective part. Any accepted Trainset which during the warranty period (including any extensions) that Amtrak has found to be unavailable for service beyond the twenty-four (24) hour period after notification due to the unavailability of spare components shall be treated as a delayed delivery and subject to the conditions of Liquidated Damages for Delay."	"Contractor shall maintain a sufficient quantity of spare components to enable it to provide for warranty parts replacement within twenty-four (24) hours of notification by Amtrak of a defective part. Any accepted Trainset which during the warranty period (including any extensions) that Amtrak has found to be unavailable for service beyond the twenty-four (24) hour period after notification due to the unavailability of spare components shall be treated as a delayed delivery but shall only be subject to the conditions of Liquidated Damages for Delay after a grace-period of 10 days." Explanation of Change Request: We will ensure that replacement parts are available during the warranty period. We would like to request that a grace period be considered in regards to the assessment of liquidated damages.	Amtrak is not agreeable to making the requested change.
407	3/17/2014	Commercial	B	29.1 Suspension of Work	After the Work has been started, Contractor shall not suspend the Work without permission of the Contracting Official or his designated representative. When under suspension, the Work shall be put in proper and satisfactory condition, and properly protected as directed by the Contracting Official or his designated representative. In all cases of suspension, the Work shall not again be resumed until permitted by order of the Contracting Official or his designated representative.	After the Work has been started, Contractor shall not suspend the Work without permission of the Contracting Official or his designated representative. Contractor shall not suspend the Work without permission of the Contracting Official or his designated representative except in cases where the Contractor has not been paid by Contractor in accordance with the Contract. When under suspension, the Work shall be put in proper and satisfactory condition, and properly protected as directed by the Contracting Official or his designated representative. In all cases of suspension, the Work shall not again be resumed until permitted by order of the Contracting Official or his designated representative. Explanation of Change Request: We would like to retain the right to suspend Work should we have successfully completed all said Work but has not been paid by Amtrak. Alternatively, Amtrak agrees not unreasonably withhold approval and/or payment to Contractor.	Amtrak is not agreeable to making the requested change.
408	3/17/2014	Commercial	B	41.1	41.1 For purposes of this Contract, a Force Majeure Event is any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, unusually severe weather, war, terrorism, riot, earthquake, strike or embargo. In the event that either party's failure to perform in accordance with any schedule or when otherwise required under the Contract arises solely out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, the time for performance under the Contract may be extended proportionately pursuant to the requirements of this Article 41.	**Replace 41.1 in its entirety with: In the event that either party's failure to perform or delay arises out of unforeseen causes beyond its control and without its fault or negligence, including but not limited to events such as: acts of God or the public enemy, acts of a governmental authority acting in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather, war, terrorism, riots, earthquakes, strikes or embargoes (a "force majeure event"), the time for performance of its obligations under this Contract may be extended proportionately. Neither party shall be liable for any default, damage or loss resulting from such delay or failure, provided that the party promptly (within five days) notifies the other of the delay or failure and takes effective measures by all available means to over come the delay and reduce its effects. Neither party shall be liable to the other for any losses, injury, damages of any kind, additional payments or increased costs arising from force majeure events. Default or delay of any Subcontractor or supplier shall not excuse timely performance of Contractor, unless such default was caused by a force majeure event beyond the control and without the fault or negligence of either Contractor or the Subcontractor or supplier and Contractor could not obtain the supplies or services from another source within the time required to perform or deliver under the Contract. Where Contractor's failure to perform or delay extends for more than thirty days, Amtrak may terminate the contractor without liability.** **Explanation of Change Request:** **The TSSA and Amtrak Next Generation High Speed Trainsets General Provisions should have the same Force Majeure provision, otherwise during the warranty period there will be two different treatments of a Force Majeure event. The TSSA contract has a broader view of what constitutes Force Majeure for both parties and allows for termination if the Force Majeure event continues beyond 30 days.**	**Pending**
409	3/17/2014	Commercial	B	13	Warranty	THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF CONTRACTOR. Explanation of Change Request: We request to include a disclaimer from any implied warranties and warranties which are not expressed in the contract. This eliminates any ambiguity and also prevents the inclusion of unnecessary risk within the project cost.	Amtrak is not agreeable to making the requested change. Refer to response to Q233.
410	3/17/2014	Commercial	B	13.7	If, at any time prior to the expiration of the Warranty Period for the Trainsets, the cumulative defects or failures of any kind in identical components or systems within the Trainsets serving substantially similar functions exceed the applicable percentage for such component or system shown in the table below, Contractor shall submit to Amtrak for approval within thirty (30) days a "Modification Program" with respect to all such components or systems in all Trainsets.	If, at any time prior to the expiration of the Warranty Period for the Trainsets, the cumulative design or production defects or failures of the same nature and reason any kind in identical components or systems within the Trainsets serving substantially similar functions exceed the applicable percentage for such component or system shown in the table below, Contractor shall submit to Amtrak for approval within thirty (30) days a "Modification Program" with respect to the lowest replaceable unit within all such components or systems in all Trainsets. Explanation of Change Request: Only defects or failures caused by design or in production can be cured by a Modification Program.	Amtrak is not agreeable to making the requested change.

411	3/17/2014	Commercial	C	5.1.3	The allowable time for each Trainset, in each 24 hour period, allocated for Scheduled Maintenance is 3 hours and 30 minutes	Generally the maintenance window of 3 hr. and 30 minutes will be sufficient to perform the major of scheduled tasks, however some activities require more time, thus we suggest to consider the 3 hr. and 30 minutes as a **mean** time slot for scheduled maintenance. **Explanation of Change Request:** To optimize the overall maintenance performance, some activities shall not be split in smaller work packages but rather may be performed during one time slot that may be longer than 3 hours and 30 minutes	**Pending**
412	3/17/2014	Commercial	Exhibit I	2	Information regarding any Material Changes in Financial Condition for Offeror, each Equity Member, and Guarantor for the past 3 years and anticipated for the next reporting period must be provided with the Proposal. Financial statements dated more than 12 months prior to the Close Date shall include a letter from the affected entity's chief financial officer or treasurer or an independent auditor's statement disclosing any Material Change that has occurred or is pending since the date of the financial statements. If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position so certifying. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process.	please add: "If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position so certifying only if the contractor is not publicly listed. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process." Explanation of Change Request: As a publicly listed company under SEC supervision, we are obliged to make ad-hoc announcements in order to inform shareholders about any material adverse changes. We believe that these SEC requirements already provide the high level protection and certainty Amtrak and the Authority are looking for.	References to public financial disclosure documents, such as 10-Q and 8-K, by the CFO or Treasurer stating that all Material Changes are disclosed in the entity's public financial disclosure documents is acceptable for purposes of meeting this provision.
413	3/17/2014	Commercial	Exhibit I	4	A letter from the Chief Financial Officer or treasurer of the entity or the certified public accountant for each entity for which financial information shall be submitted, identifying all off balance sheet liabilities. References to notes in the financial statements are not sufficient for identifying all off-balance sheet liabilities. If no off-balance sheet liabilities exist, then a letter certified by the Chief Financial Officer or treasurer of the entity shall be provided stating that no off-balance sheet liabilities exist.	Please delete entire clause. Explanation of Change Request: As a publicly listed company under SEC supervision, our financial reports meet all relevant and accepted standards and have been reviewed and audited by well- recognized and independent firms. Given our global multi-billion dollar operations we are not in a position to provide a compulsory overview of any financial activities going beyond the above mentioned reports.	Generic references to the financial statements are not acceptable. The Offeror may identify off-balance sheet liabilities and include with specific references of where to find further information within the financial statements.
414	3/17/2014	Commercial	B	6	Section 6 calls for performance, payment and maintenance bonds.	Please add to Section 6: **"Amtrak in its sole discretion, shall consider renewable surety bonds or other security if needed to accommodate the tenor of the project or options thereunder. Approval of such alternative security shall not be unreasonably withheld."** **Explanation of Change Request:** Our experience consistently shows us that surety companies are hesitant to bond tenures longer than five (5) years. This is a key issue for bonding the base contract, but is of particular importance for ensuring the available of bonding for the option phase.	**Pending**
415	3/17/2014	Commercial	E	11.6	"The remedies provided for by this Article 11 are cumulative with and in addition to all other rights Owner has hereunder and all other remedies to which Owner is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than the delays and failures described in Articles 11.1 and 11.2, it being understood that Owner shall not have the right to recover monetary damages solely for such delays and failures in excess of those contemplated by Article 15."	"The remedies provided for by this Article 11 are cumulative with and in addition to all other rights Owner has hereunder and all other remedies to which Owner is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than the delays and failures described in Articles 11.1 and 11.2, it being understood that Owner shall not have the right to recover monetary damages solely for such delays and failures in excess of those contemplated by Article 15. The remedy provided for in this Article 11 is sole and exclusive and is capped at 10% of the contract value. Explanation of Change Request: The remedy for delays of Liquidated Damages do provide sufficient coverage for the Owner to remain whole during any possible delays, thus further penalizing the Contractor with additional remedies does place a unfair burden onto the Contractor to obtain schedule adherence.	No change.
416	3/17/2014	Commercial	E	11.6	-	In no event shall Contractor's and Subcontractors' overall liability for any act or omission, damages or expenses related to and arising from the products furnished or services rendered prior to Trainset Service Period exceed 100% of the final contract value. Explanation of Change Request: In order to commercially calculate and to avoid including any unnecessary risk into the cost of the project, please limit the Contractor's total liability to 100% of the final contract value. Current USA industry standards do allow for 100% liability limitations.	See response to Question 242.
417	3/17/2014	Commercial	E	11.6	-	**The Contractor shall in no event be liable for any consequential or indirect damages such as, but not limited to: loss of profit, loss of revenue, lost savings, lost benefits, claims related to business interruption, loss of information, data, or interest.."** **Explanation of Change Request:** **We are unable to commercially calculate and wish to avoid including any unnecessary risk into the cost of the project. Thus, we request that you please exclude liability for any consequential or indirect/ special damages.**	See response to Question 242.

418	3/17/2014	Commercial	E	11.6	-	"In no event shall Contractor's and Subcontractors' liability for any act or omission, damages or expenses related to and arising from the products furnished or services rendered during the Trainset Service Period, exceed twenty percent (20%) of the annual Service Payment but in the aggregate not more than $100,000,000 (one hundred million dollars) for all liabilities, expenses and damages including liquidated damages, and indemnification. Explanation of Change Request: We request the insertion of a limitation of liability as market standard and as an addition to Clause 11.6. The proposed language and caps apply for the TSSSA portion, only. Limitation of liability for the delivery of the Trainsets needs to be treated differently due to a different set-up.	See response to Question 242.
419	3/17/2014	Commercial	E	11.1	Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed 15% of the Adjusted Milestone Contract Amount for the Fleet at issue.	**Contractor's liability for the liquidated damages described in this Article 11.1 shall not exceed 10% of the Adjusted Milestone Contract Amount for the Fleet at issue. Moreover, in no event shall the maximum amount of liquidated damages for failure to meet Performance Standards exceed the amount of five percent (5%) percent of the total of the six (6) previous Service Payments.** **Explanation of Change Request:** **In order to commercially calculate and to avoid including any unnecessary risk which would artificially inflate the customer cost, we would like to request that the provisions for liquidated damages on a per Trainset be reviewed so best value can be provided by Contractor.**	See response to Question 236.
420	3/17/2014	Commercial	E	11.2	"If Contractor fails to meet the Performance Standards, Contractor shall pay to Owner the liquidated damages set forth for such failures in Schedule 6."	**"If Contractor fails to meet the Performance Standards solely and directly attributable to Contractor, Contractor shall pay to Owner the liquidated damages set forth for such failures in Schedule 6. Contractor shall not incur deductions for failing to meet Performance Standards as a result of any of the following: failures due to acts of God, accidents, vandalism, or other causes beyond the control of the Contractor and all of its agents, employees and Subcontracts; failures resulting from abuse or improper operation or failure by Owner or its Maintainer to perform maintenance activities as specified by the Contractor; and failures which, according to Owner's or Maintainer's standard operating practices, do not require unscheduled maintenance and Spare supply."** **Explanation of Change Request** **For avoidance of doubt, Contractor shall have caused the failure. In the TSSSA it relates to spare parts, special tools, and consumables that are free from a failure in that material or to technical services. Contractor may not be responsible for the correct installation of that particular part or any failure due to actions beyond Contractor's control. It is the responsibility of Authority or Maintainer of the Trainsets.**	**Pending**
421	3/17/2014	Commercial	E	11.6	The remedies provided for by this Article 11 are cumulative with and in addition to all other rights Owner has hereunder and all other remedies to which Owner is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than the delays and failures described in Articles 11.1 and 11.2, it being understood that Owner shall not have the right to recover monetary damages solely for such delays and failures in excess of those contemplated by Article 15.	**The remedies provided for by this Article 11 are cumulative with and in addition to all other rights Owner has hereunder and all other remedies to which Owner is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than the delays and failures described in Articles 11.1 and 11.2, it being understood that Owner shall not have the right to recover monetary damages solely for such delays and failures in excess of those contemplated by Article 15. The remedy provided for this Article 11 is sole and exclusive.** **Explanation of Change Request:** **We respectfully request that the payment of liquidated damages be considered the sole and exclusive remedy for late deliveries. This would remain within industry standards and also avoid the inclusion of any unnecessary risk into the project cost allowing Contractor to provide best value to the Authority.**	No change.
422	3/17/2014	Commercial	E	12	-	**THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF CONTRACTOR.** **Explanation of Change Request:** **We respectfully request to include a disclaimer from any implied warranties and warranties which are not expressed in the contract. This eliminates any ambiguity and also prevent the inclusion of unnecessary risk within the project cost.**	No change.
423	3/17/2014	Commercial	E	12.4	The warranties specified under this Article 12 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset.	The warranties specified under this Article 12 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset or the given Trainset is put into the Authority revenue service, which ever comes first and terminate five (5) years thereafter ("Warranty Period")." Explanation of Change Request: We would like to clarify that the warranty start date should be a clear and consistent methodology for all vehicles. We wish to avoid including any unnecessary risk into the project cost for the potential unknown period of time between Acceptance and revenue service or the Authority putting a vehicle in revenue service and then providing Acceptance. Therefore, could the Authority please eliminate this unknown period with the proposed provision update? Also, the definition of "Five Year Warranty Period", the five warranty starts upon issuance of a Certificate of Acceptance and does not require that the Trainset is placed in revenue. There is no warranty period stated for the Trainset. Warranty Period itself is not defined. If the Trainset is placed in revenue service, the Trainset should be accepted; otherwise the Contractor remains liable for damage to the Trainset without warranty actually starting.	See response to Question 273.

424	3/17/2014	Commercial	E	12.8	Contractor shall maintain a sufficient quantity of Warranty Spares to enable it to provide for warranty parts replacement within 24 hours of notification by Owner of a defective part. During the Warranty Period (including any extensions), Contractor shall be subject to liquidated damages for non-performance as set forth in Article 12.2 to the extent Contractor is unable to provide warranty parts within 24 hours of receiving such a notice.	Contractor shall maintain a sufficient quantity of Warranty Spares to enable it to provide for warranty parts replacement within 24 hours of notification by Owner of a defective part. During the Warranty Period (including any extensions), Contractor shall be subject to liquidated damages for non-performance as set forth in Article 12.2, after a grace-period of 10 days, to the extent Contractor is unable to provide warranty parts within 24 hours of receiving such a notice. In all instances Liquidated Damage are to cumulatively be capped at 10% of the contract value. Explanation of Change Request: We will ensure that replacement parts are available during the warranty period. We respectfully request that a grace period be considered in regards to the assessment of liquidated damages.	No change.
425	3/17/2014	Commercial	E	13.2	"Notwithstanding Article 13.1, Contractor shall be entitled to a Change Order (as an Owner-Directed Change) for Contractor's provision of Unscheduled Spare(s) to the extent Owner determines, in its reasonable discretion, that (if) the Unscheduled Spare(s) at issue are needed due to damage to an existing part and (ii) that Contractor is not responsible, in whole or in part, for such damage."	"Notwithstanding Article 13.1, Contractor shall be entitled to a Change Order (as an Owner-Directed Change) for Contractor's provision of Unscheduled Spare(s) and consumables to the extent Owner determines, in its reasonable discretion, that (if) the Unscheduled Spare(s) and/or consumables at issue are needed due to damage to an existing part and (ii) that Contractor is not responsible, in whole or in part, for such damage. Damage shall include but not be limited to damages due to acts of God, accidents, vandalism, or other causes beyond the control of the Contractor and all of its agents, employees and Subcontracts; damages resulting from abuse or improper operation or damage by Owner or its Maintainer to perform maintenance activities as specified by Contractor; and damage which, according to Owner's or Maintainer's standard operating practices, do not require unscheduled maintenance and Spare supply." Explanation of Change Request: For avoidance of doubt, such a Change Order shall also include consumables required due to damages. For sake of clarity, we respectfully request a list of common types of damages for which Contractor is not responsible.	**Pending**
426	3/17/2014	Commercial	E	14.15.4	"The Parties recognize it is imperative that the Work proceed uninterrupted and shall endeavor to prevent, and shall diligently take all reasonable steps to re-start performance fully in accordance with the Contract. Contractor shall endeavor to cure any work stoppage or strike of Contractor's employees caused by any labor disputes, including jurisdictional disputes arising out of the assignment of any of the Work. Contractor shall cause parallel provisions to be inserted in all Subcontracts at any tier. If Contractor's failure to perform extends for more than 30 days from the start of the Force Majeure Event, Owner may, at its discretion, terminate the Contract without liability at any time after such 30 days. In the event of such early termination, if requested by Owner, Contractor shall transfer title and deliver to Owner in the manner directed by Owner, any completed or partially completed deliverables or other work products Contractor has produced or acquired specifically for performance of the Work under the Contract."	"The Parties recognize it is imperative that the Work proceed uninterrupted and shall endeavor to prevent, and shall diligently take all reasonable steps to re-start performance fully in accordance with the Contract. Contractor shall endeavor to cure any work stoppage or strike of Contractor's employees caused by any labor disputes, including jurisdictional disputes arising out of the assignment of any of the Work. Contractor shall cause parallel provisions to be inserted in all Subcontracts at any tier. If the parties' Contractor's failure to perform extends for more than 30 days from the start of the Force Majeure Event, Owner may, at its discretion, terminate the Contract without liability at any time after such 30 days. In the event of such early termination, if requested by Owner, Contractor shall with additional charges transfer title and deliver to Owner in the manner directed by Owner, Spares, Special Tools, and Consumables in the Maintenance Facilities any completed or partially completed deliverables or other work products Contractor has produced or acquired specifically for performance of the Work under the Contract. Owner shall pay all issued invoices and amounts due for which an invoices is not issued yet by Contractor to Owner." Explanation of Change Request: The provision is not market standard. The right to termination in case of a longer lasting Force Majeure Event should apply to both parties. In addition, there should be a regulation in terms of consequences of termination. For avoidance of doubt, Contractor should get paid all invoices issued and the Works performed but not invoiced yet.	**Pending**
427	3/17/2014	Commercial	E	15.1	Owner may, by written notice to Contractor, terminate for default the Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to deliver Trainsets within the time specified herein; (2) failure to make progress, so as to endanger timely performance under the Contract; (3) failure to meet any Baseline Program milestone; (4) failure of Trainsets to conform with all requirements of the Contract; (5) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (6) noncompliance with the Laws or the proper instruction of Owner	Owner may, by written notice to Contractor, terminate for default the Contract in whole or in part if Contractor fails to perform or comply with any of its material obligations under the Contract, including but not limited to: (1) failure to deliver Trainsets, within the time specified herein; (2) failure to make progress, so as to endanger timely performance under the Contract; (3) failure to meet any Baseline Program milestone; (4) failure of Trainsets to conform with all material requirements of the Contract; (5) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (6) noncompliance with the Applicable Laws or the proper instruction of Owner; Explanation of Change Request: As proposed, the Authority may exercise its termination right for any breach including, for example, for failing to provide an itemized price breakdown for a change order, which remedy should be the rejection of the change order and not termination. Thus, even if the ramification for non-compliance would be waiver of a Contractor right, the Authority would still want the right to terminate.	**Pending**

428	3/17/2014	Commercial	E	15.1	; (7) failure to make any payments due to Owner under the Contract; (8) failure to submit the required performance bonds and maintenance bond, or substitute letter(s) of credit, to Owner and to keep such bonds and letter(s) of credit, in full force and effect as required under the Contract; (9) transfer of any interest in the Contract without the approval of Owner; (10) failure to comply with a suspension of Work notice by Owner; and (11) failure to comply with Owner's rules or breach of or failure to comply with any other provision of the Contract. Owner, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured within 10 days after Contractor's receipt of a written notice of default from Owner. Owner shall not be required to provide written notice of default if Contractor fails to deliver the Trainsets within the time specified herein.	(7) failure to make any payments due to Owner under the Contract; (8) failure to submit the required performance bonds and maintenance bond, or substitute letter(s) of credit, to Owner and to keep such bonds and letter(s) of credit, in full force and effect as required under the Contract; (9) (8) transfer of any interest in the Contract without the approval of Owner; (10) (9) failure to comply with a suspension of Work notice by Owner; and (11) (10) failure to comply with Owner's rules or breach of or failure to materially comply with any other provision of the Contract. Owner, at its option and in its sole discretion, may will excuse any such default (a) for the reasons set forth below or (b) if the default is cured or Contractor has commenced to cure the default within 10 days after Contractor's receipt of a written notice of default from Owner. Owner shall not be required to provide written notice of default if Contractor fails to deliver the Trainsets within the time specified herein. Explanation of Change Request: • The Authority's proposal also fails to identify under a) what are the reasons under which the Authority could terminate the contract, because it does not identify where the reasons are set forth below. • Furthermore, the Authority would want the right to terminate the Contract even if the Contractor cured its default or undertook corrective action within the time agreed upon so that Contractor was no longer in breach or default. Even after Contractor has incurred he expense and effort to cure is default , the Contractor would additional be liable for Excess Costs and repayment to the Authority of any payments made by the Authority even for work performance in accordance with the contractual requirements. Some defaults such as software defects may take longer to remedy and therefore, the right to terminate should apply if the Contractor has not undertake corrective action.	**Pending**
429	3/17/2014	Commercial	E	21	Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Owner in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by Owner; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Owner for any purpose. Contractor expressly waives all claims against Owner and releases Owner relating to the use, copying or disclosure of such information by Owner, its assigns, or intended beneficiaries. 22.3 Contractor agrees that it, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of Owner, any information relating to the Contract to any third party. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Owner.	Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Owner in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; and (2) subject to third party copyright restrictions, may be used, copied or disclosed by the Authority for any purpose contemplated under this Contract. To the extent otherwise permitted by applicable law, the Authority will exempt from disclosure proprietary information, trade secrets, and confidential commercial information that the Authority obtains from the Contractor during the performance of the Work. Any proprietary or commercial information which the Contractor believes should be exempted from disclosure must be specifically identified and marked as such. The Authority agrees to employ sound business practices no less diligent that those employed with respect to the Authority's own confidential information to protect the confidence of all proprietary and confidential information provided by the Contractor. Explanation of Change Request: We would like to avail ourselves of not only Federal Freedom of Information Act protection but also the Washington D.C. public records act, and for Amtrak to exempt from disclosure proprietary, trade secret information and commercial confidential information as the Authority has previously agreed to in other contracts. This encourages the Contract to disclose information which could be useful to the Authority; otherwise Contractor will have to limit the kinds of information it provides. The right to copy or disclose should be limited to the rights to be exercised under the contract. Otherwise, the Authority would be free to resell, distribute the information for whatever purpose and not furtherance of use of the Trainsets. The Authority may claim damages for breach of confidentiality and seek injunctive relief.	**Pending**
430	3/17/2014	Commercial	E	21	22.5 Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Owner shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief.	Subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by Owner; and (3+F14) subject to third party copyright restrictions, may be used, copied or disclosed by Owner for any purpose. Contractor expressly waives all claims against Owner and releases Owner relating to the use, copying or disclosure of such information by Owner, its assigns, or intended beneficiaries. 22.3 Contractor agrees that it, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of Owner, any information relating to the Contract to any third party that is not public information as of the date of the Contract or that is not information that is or becomes known to the Contractor from another source without obligation of confidentiality or that is not information that was independently developed or obtained by the Contractor outside of, and through no breach of this Contract in strictest confidence. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Owner.	**Pending**
431	3/17/2014	Commercial	E	21	-	22.5 Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Owner shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief.	**Pending**
432	3/17/2014	Commercial	E	28.1	Contractor shall not suspend the Work without permission of Owner. When under suspension, Contractor shall continue to be responsible for the Work, prevent damage or injury to the Work, obtain and maintain compliance with all Governmental Approvals and maintain all Contractor-provided insurance and bonds. If the suspension is for Owner's convenience under Article 28.4, the work performed by Contractor during the suspension period, as described in this Article 28.1, shall be considered an Owner-Directed Change. No increase in the Contract Time or the Contract Amount will be made for suspensions required for Contractor to comply with any Governmental Approval.	Contractor shall not suspend the Work without permission of Owner. Contractor shall not suspend the Work without permission of the Owner except in cases where the Contractor has not been paid by Contractor in accordance with the Contract. When under suspension, Contractor shall continue to be responsible for the Work, prevent damage or injury to the Work, obtain and maintain compliance with all Governmental Approvals and maintain all Contractor-provided insurance and bonds. If the suspension is for Owner's convenience under Article 28.4, the work performed by Contractor during the suspension period, as described in this Article 28.1, shall be considered an Owner-Directed Change. No increase in the Contract Time or the Contract Amount will be made for suspensions required for Contractor to comply with any Governmental Approval. Explanation of Change Request: We would like to retain the right to suspend Work should we have successfully completed all said Work but as Contractor we have not been paid by the Authority. Alternatively, the Authority agrees to not unreasonably withhold approval and/or payment to Contractor. Indemnification should apply in the event of a third party claim and not for breach of contract. If information is not confidential because it is in the public domain through no fault of Contractor, is independently developed, or Contractor received the information from a third party or another source, the obligations of confidentiality should not apply. Such exceptions are common industry-wide .	**Pending**

433	3/17/2014	Commercial	E	31.1	Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the Parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from supplies, material, Deliverables, products or equipment supplied by, or from activities of, or work performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract.	Contractor agrees to defend, indemnify and hold harmless (the "Indemnified Parties"), from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) arising from bodily injury and/or property damages to third parties (collectively "Indemnification Claims"), which any of the Indemnified Parties may hereafter be responsible for or pay as a result of breach of warranty, which results in injury or death of any person, or damage to or loss excluding loss of use of the Authority of any property, including property of the parties the Authority hereto, arising out of or in any degree directly or indirectly and in proportion to the extent such Indemnification Claims are caused by or result from defects in supplies, materials deliverables or products or equipment supplied by, or from activities of, or work negligently performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or to the extent of Contractor's negligent performance of its obligations in compliance with the Contract Documents. Explanation of Change Request: The obligation to indemnify should be based upon negligence or non-performance of Contractor, which results in personal injury or property damage. The indemnity should cover Contractor's negligent acts or omission or non-performance and not the Authority's or another third party. The indemnity is broadly drafted to require Contractor to indemnify the Authority for performance under the contract and is not limited to third-party claims. In order to properly defend the Authority, Contractor should be notified of the claim and given control of the defense. At times the Authority's assistance may be required.	**Pending**
434	3/17/2014	Commercial	E	31.1	-	In the event of an Indemnification Claim: (1) the Authority shall promptly and in writing grant to Contractor sole control over defenses and settlement of the Indemnification Claim, and (ii) the Authority provides timely assistance in the defense of the Indemnification Claim. Notwithstanding the foregoing, Contractor's indemnification obligations are not conditioned upon the Authority's compliance with (i) or (ii) above. The foregoing obligations shall not apply to Claims arising out of or to the extent directly caused by or resulting from Owner or Owner's officers, employees, agents, servants, or any other person acting for or with the permission of Owner, negligence or intentional acts or omissions of Owner's negligent performance of its obligations in compliance with the Contract	**Pending**
435	3/17/2014	Commercial	E	49.1	Each of Owner's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Owner's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Owner or any of its representative(s), including the Owner Representative, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Owner of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any supplies of services, or payment therefor, shall not operate as a waiver of any breach.	Except as otherwise stated in the Contract, each of Owner's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Owner's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Owner or any of its representative(s), including the Owner Representative, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Owner of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any supplies of services, or payment therefor, shall not operate as a waiver of any breach. Explanation of Change Request: Please see requested change to Article 11.6. If acceptable, this provision should be modified.	**Pending**
436	3/17/2014	Commercial	E	53	Claims by Contractor shall not be brought after the earliest of (a) Final Payment; (b) one year after the end of the last Trainset Service Period; or (c) one year after the date of Contractor's last substantial work.	Claims by Contractor shall not be brought after the earliest of (a) one year after Final Payment; (b) one year after the end of the last Trainset Service Period; or (c) one year after the date of Contractor's last substantial work. Explanation of Change Request: In order to ensure consistency for each event, we would like to include the one year provision in point (a).	**Pending**
437	3/17/2014	Commercial	E	44.1	"Contractor shall furnish Owner with a with certificate or certifications of insurance giving evidence of the required insurance prior to commencement of any portion of the Work pursuant to this Contract and on a annual basis thereafter. In addition, within six month of the execution of the Contract, Contractor shall provide Owner with copies of all sections of required policies, which sections pertain to coverage required by, or are otherwise relevant to , this Contract or the Work, together with a certification that the copies provided are accurate and complete. Further, Owner agrees to enter into a mutually agreeable confidentially agreement with Contractor with respect to the copies of the required policies provided to Owner.	"Contractor shall furnish Owner with a with certificate or certifications of insurance giving evidence of the required insurance prior to commencement of any portion of the Work pursuant to this Contract and on a annual basis thereafter. In addition, within six month of the execution of the Contract, Contractor shall provide Owner with copies of all sections **policy endorsements and certificates as evidence of all coverage to** ~~of required policies, which sections pertain to coverage required by, or are otherwise relevant to~~ , this Contract or the Work, together with a certification that the copies provided are accurate and complete. Further, Owner agrees to enter into a mutually agreeable confidentially agreement with Contractor with respect to the copies of the required policies provided to Owner. **Explanation of Change Request:** We would like to replace the strikethrough portion of paragraph 59.1 with the following: In addition, within six month of the execution of the Contract, Contractor shall provide Owner with copies of all sections of **policy endorsements and certificates as evidence of all coverage to** this Contract or the Work, together with a certification that the copies provided are accurate and complete.	**Pending**
438	3/17/2014	Commercial	Exhibit I	1 g.	SEC Filings If the Offeror or any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K, which has been filed since the latest filed 10K.	SEC Filings If the Offeror or any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K **or 20F**. For all subsequent quarters, provide a copy of any report filed on Form 10Q**,** ~~**or**~~ Form 8-K, **or Form 6-K**, which has been filed since the latest filed 10K **or 20 F.** **Explanation of Change Request:** If the reporting entity is located outside the US, they shall file Form 20F and Form 6-K.	**Pending**

439	3/17/2014	Commercial	Schedule 3-1	Milestones	Schedule 3-A Milestone Payment Schedule Milestone % Contract Value Preliminary Schedules 5% Baseline Program & PMP 5% Acceptance of simulator 2.5% Acceptance of Maintenance plan 2.5% Provisional acceptance of each prototype 2.5% Conditional Acceptance of each prototype 2.5% Provisional Acceptance of each Trainset 57% Final Acceptance of each Trainset 15.5% Delivery of Owner spares 2.5% Fleet Acceptance 5%	Schedule 3-A Milestone Payment Schedule Milestone % Contract Value Preliminary Schedules 5% Baseline Program & PMP 5% Acceptance of simulator 2.5% Subcontracts for Major Subsystems 10% Approval of Preliminary Designs 10% Completion of FAI Reports 5% Completion of Car Body Shells 10% Completion of Trucks 10% Completion of Functional & Static Testing 15% Approval of Shipment of each Trainset 10% Acceptance of Maintenance plan 2.5% ~~Provisional acceptance of each prototype 2.5%~~ ~~Conditional Acceptance of each prototype 2.5%~~ Provisional Acceptance of each Trainset ~~57%~~ **10%** ~~Final Acceptance of each Trainset 15.5%~~ Delivery of Owner spares 2.5% Fleet Acceptance ~~5%~~ **2.5%** **Explanation of Change Request:** We would like to propose a payment milestone plan which reflects closer the manufacturing process of the Trainsets, including the 100% Buy America compliance with our sub suppliers. We wish to avoid the inclusion of financing costs that create a negative cash flow which would increase the costs of the Trainsets to both the Authority and Amtrak.	**Pending**
440	3/17/2014	Commercial	Exhibit I	2	Information regarding any Material Changes in Financial Condition for Offeror, each Equity Member, and Guarantor for the past 3 years and anticipated for the next reporting period must be provided with the Proposal. Financial statements dated more than 12 months prior to the Close Date shall include a letter from the affected entity's chief financial officer or treasurer or an independent auditor's statement disclosing any Material Change that has occurred or is pending since the date of the financial statements. If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position so certifying. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process.	please add: "If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position so certifying only if the contractor is not publicly listed. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process." Explanation of Change Request: As a publicly listed company under SEC supervision we are obliged to make ad-hoc announcement in order to inform shareholders about any material adverse changes. We believe that these SEC requirements already provide the high level protection and certainty Amtrak and the Authority are looking for.	See response to Question 412.
441	3/17/2014	Commercial	Exhibit I	4	A letter from the Chief Financial Officer or treasurer of the entity or the certified public accountant for each entity for which financial information shall be submitted, identifying all off-balance sheet liabilities. References to notes in the financial statements are not sufficient for identifying all off-balance sheet liabilities. If no off-balance sheet liabilities exist, then a letter certified by the Chief Financial Officer or treasurer of the entity shall be provided stating that no off-balance sheet liabilities exist.	Please delete entire clause. Explanation of Change Request: As a publicly listed company at the SEC, our financial reports meet all relevant and accepted standards and have been reviewed and audited by well-recognized and independent firms. Given our global multi-billion dollar operations we are not in a position to provide a compulsory overview of any financial activities going beyond the above mentioned reports.	See response to Question 413.
442	3/17/2014	Commercial	E	6.3, Schedule 9	6.3: "(...) Contractor shall deliver a substitute letter of credit issued by a qualified financial institution within 30 days after the date that the prior financial institution failed to maintain such credit rating or otherwise furnish additional security acceptable to Owner as may be required from time to time to protect the interests of Owner. Schedule 9: "This drawing is due to the fact that the Issuer does not meet the requirements set forth in the Agreement and Contractor has failed to provide a substitute letter of credit issued by a qualified institution within the deadline set forth in the Agreement."	Delete in 6.3: "...or otherwise furnish additional security acceptable to Owner as may be required from time to time to protect the interests of Owner." **Explanation of Change Request:** We are unable to assess the potential risk associated with the Owners ability to request a change in acceptable security throughout the project (underlined section) because this risk is not measurable. Any and all drawings against a surety instrument are included in the Contractor's total liability obligations.	**Pending**
443	3/17/2014	Commercial	E	Schedule 9	"[Include another withdrawal condition if established under agreement or applicable law]."	Delete: "[Include another withdrawal condition if established under agreement or applicable law]." **Explanation of Change Request:** We would like to ensure that any changes are mutually agreed upon prior to contract award in order to ensure best value.	**Pending**

444	3/17/2014	Commercial	Exhibit I	1b	U.S. Dollars - Financial statements must be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Offeror must include summaries of the Income Statements and Balance Sheets for the applicable time-periods converted to U.S. dollars by a certified public accountant.	Please delete entire clause. **Explanation of Change Request:** As a publicly listed company at the SEC, we have an obligation to ensure the equal treatment of all shareholders. This means that all shareholders have to receive the same information, in the same form. This requirement extends to the provision of financial data (such as Income Statements or Balance Sheets) in the original currency. For this reason it is not possible to convert Income Statements and Balance Sheets which have been prepared in another currency into U.S. dollars.	**Pending**
445	3/17/2014	Commercial	E	6.3, Schedule 9	"This drawing is due to the failure of _____(Contractor's name)_____ (the "Contractor") to perform certain obligations under an agreement (include Contract #) between Contractor and Authority (the "Agreement").	"Subsequent to 30 days prior written notification, this drawing is due to the failure of _____(Contractor's name)_____ (the "Contractor") to perform certain obligations under an agreement (include Contract #) between Contractor and Authority (the "Agreement"). Explanation of Change Request: We would like to ensure that prior to a drawdown of the Letter of Credit, that Contractor has the ability to cure any deficiency. We believe that 30 days prior a written notification is a fair and reasonable time period should the Authority draw under the Letter of Credit. We respectfully ask if you could amend the referenced wording accordingly?	**Pending**
446	3/17/2014	Commercial	E	13.6	...Owner shall pay for such Owner-Owned Spares and Special Tools through the Change Order process for Owner-Directed Changes under Article 14, provided (i) the prices for Special Tools shall be the lowest prices Contractor has charged for other comparable items and (ii) the prices for Owner-Owned Spares shall be the prices set forth in Attachment H to the Signature Document.	Owner shall pay for such Owner-Owned Spares and Special Tools through the Change Order process for Owner-Directed Changes under Article 14, provided (i) the prices for Special Tools shall be the lowest prices Contractor has charged for other comparable items **under similar terms and conditions and at approximately the same time period as Attachment H** and (ii) the prices for Owner-Owned Spares shall be the prices set forth in Attachment H to the Signature Document. **Explanation of Change Request:** We will endeavor to provide the Owner with competitive prices for the Owner-Owned Spares and Special Tools; however, there are certain factors which may affect the price such as quantity, date of order, geographic region, penalties etc.	**Pending**
447	3/17/2014	Commercial	E	13.7	A Change Order shall not be effective for any purpose unless executed by Owner. As used herein, execution of a Change Order by Owner shall mean that the Change Order has been fully executed with all required signatures by Owner. Change Orders may be requested by Contractor only pursuant to Article 14.4.	A Change Order shall not be effective for any purpose unless executed by Owner. As used herein, execution of a Change Order by Owner shall mean that the Change Order has been fully executed with all required signatures by Owner **and Contractor.** Change Orders may be requested by Contractor only pursuant to Article 14.4. **Explanation of Change Request:** A Change Order should be mutually agreed upon and executed by the Contractor and Owner.	**Pending**
448	3/17/2014	Commercial	E	2.1	2.1 Any inconsistencies in the Contract shall be resolved by giving precedence in the following order, provided that Contract Modifications, including Change Orders, shall have priority just above the document that is being amended: a. Signature Document, except the Proposal Commitments in Attachment C; b. Supplemental General Provisions; c. General Provisions (without Schedules); d. Performance Specification set forth at Schedule 1A; e. All other Schedules to these General Provisions; f. All other documents identified as Contract Documents in the Contract; and g. Proposal, including the Proposal Commitments in Attachment C to the Signature Document (provided that if Owner determines, in its sole discretion, that the Proposal contains a provision that is more beneficial to Owner than is otherwise required, that Proposal provision shall take precedence).	Please add the Technical Description contained in the Proposal after "c. General Provisions (without Schedules)" **Explanation of Change Request:** We assume that the Technical Description contained in the proposal set forth at Schedule 1(b) shall prevail as it will more precisely address the Trainset to be delivered as this Trainset will be developed from and comply with the Performance Specification. The Technical Description will be the later document describing how the Performance Specification will be implemented.	**Pending**

449	3/17/2014	Commercial	E	1.	"Force Majeure Event" means one of the following events, to the extent the event is beyond the control of the affected Party, not due to an act or omission of the Party, materially and adversely affects the Party's ability to meet its obligations under the Contract, the event (or the effects of which event) could not have been avoided or prevented by due diligence and use of reasonable efforts by the Party: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Work; (b) any act of riot, insurrection, civil commotion or sabotage that causes direct physical damage to the Work; (c) nuclear explosion, radioactive or chemical contamination of the Work site, unless the source of the explosion, contamination, radiation or contaminated material is brought to or near the Site by the Party; (d) fire, explosion, earthquake, floods and landslides caused by natural events, or tidal wave; (e) terrorism; (f) any governor-declared emergency within the limits of the Work site; or (g) any lawsuit seeking to restrain, enjoin, challenge or delay the Work or the granting or renewal of any Governmental Approval of the Project [ ]. Notwithstanding the foregoing, the term "Force Majeure Event" shall not include normal weather, Owner-Directed Changes or any other matter for which the Contract specifies how liability or risk is to be allocated between the Parties, regardless of whether such matter is beyond the claiming Party's control.	Please add the following Force Majeure event: **"[ ] act of a governmental authority acting in its sovereign capacity e.g. embargo"** **Explanation of Change Request:** As the Contractor would like to avoid calculating any unnecessary risk into the project cost for an event which Contractor cannot control, would Authority consider adding the recommended Force Majeure event?	**Pending**
450	3/17/2014	Commercial	E	12.22	"The foregoing warranties set out in this Article 12 are in addition to all rights and remedies provided by Applicable Law or equity and under this Contract, and shall not limit Contractor's liability or responsibility imposed by the Contract or Applicable Law with respect to the Work, including....."	~~"The foregoing warranties set out in this Article 12 are in addition to all rights and remedies provided by Applicable Law or equity and under this Contract, and shall not limit Contractor's liability or responsibility imposed by the Contract or Applicable Law with respect to the Work, including....." THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF CONTRACTOR.~~ ~~Explanation of Change Request:~~ ~~Please remove section 12.22 in its entirety and substitute with the suggested language.~~ ~~We request to include a disclaimer from any implied warranties and warranties which are not expressed in the contract. This eliminates any ambiguity and also prevent the inclusion of unnecessary risk within the project cost.~~	**Pending**
451	3/17/2014	Commercial	E	12.7	If, at any time prior to the expiration of the Warranty Period for a Trainset component, the cumulative defects or failures of any kind in identical components or systems within the Trainsets serving substantially similar functions exceed 10 percent, Contractor shall submit to Owner for approval within 30 days a "Modification Program" with respect to all such components or systems in all Trainsets. The Modification Program shall ensure that all such components or systems on a Fleet wide basis are no longer defective or at risk of defect or failure, and are otherwise cured, at no additional cost to Owner. Owner shall give Contractor in writing within five Working Days a notification of such defects or failures as they are identified.	If, at any time prior to the expiration of the Warranty Period for a Trainset component, the cumulative design or production defects or failures of the same nature and reason any kind in identical components or systems within the Trainsets serving substantially similar functions exceed 10 15 percent, Contractor shall submit to Owner for approval within 30 days a "Modification Program" with respect to the lowest replaceable unit within all such components or systems in all Trainsets. The Modification Program shall ensure that all such components or systems on a Fleet wide basis are no longer defective or at risk of defect or failure, and are otherwise cured, at no additional cost to Owner. Owner shall give Contractor in writing within five Working Days a notification of such defects or failures as they are identified. Explanation of Change Request: Only defects or failures caused by design or in production can be cured by a Modification Program. As some components occur only in a very limited number, we believe that 15% should be considered as adequate.	**Pending**
452	3/17/2014	Commercial	G	[Attachment E] 4. iii)	"The Authority's consent to the change, reorganization or termination of the corporate structure or existence of the Contractor"	Please replace with the following: "The Contractor is obliged to notify the Authority about a change, reorganization or termination of the corporate structure or existence of the Contractor as long this directly affects the project" Explanation of Change Request: Due to our diversified business activities, we have to be able to adapt our company structure to an ever-changing market environment, without impacting our ability to successfully and efficiently execute the Project. In that context, we find it to be impractical to seek the Authority's consent for any possible organizational changes in our global structure.	**Pending**
453	3/17/2014	Commercial	A/E	-	-	Referring to the Instructions to Offerors and the General Provisions, California High-Speed Rail Authority (Authority) intends to contract the delivery of the Trainsets and the supply of Spares, Special Tools, Consumables, and technical support for the 30-year life of the Trainset (TSSSA) in one contract. We respectfully request a separation of the California High-Speed Rail Contract in two contracts: one for the delivery of the Trainsets and another for the TSSSA, as Amtrak has done. Based on our world-wide experience in the rolling stock business, including TSSSA and maintenance businesses, we believe that our request is a benefit for both parties inter alia in terms of project execution, interaction with the maintainer, clear interfaces and responsibilities, and cost savings for the Authority.	**Pending**

454	3/17/2014	Commercial	E	11.2	"If Contractor fails to meet the Performance Standards, Contractor shall pay to Owner the liquidated damages set forth for such failures in Schedule 6."	"If Contractor fails to meet the Performance Standards solely and directly attributable to Contractor, Contractor shall pay to Owner the liquidated damages set forth for such failures in Schedule 6. Contractor shall not incur deductions for failing to meet Performance Standards as a result of any of the following: failures due to acts of God, accidents, vandalism, or other causes beyond the control of the Contractor and all of its agents, employees and Subcontracts; failures resulting from abuse or improper operation or failure by Owner or its Maintainer to perform maintenance activities as specified by the Contractor; and failures which, according to Owner's or Maintainer's standard operating practices, do not require unscheduled maintenance and Spare supply." Explanation of Change Request: For avoidance of doubt, Contractor shall have caused the failure. In the TSSSA it relates to spare parts, special tools, and consumables that are free from a failure in that material or to technical services. Contractor may not be responsible for the incorrect installation of that particular part or any failure due to actions beyond Contractor's control. It is the responsibility of Authority or Maintainer of the Trainsets.	See response to Question 420.
455	3/17/2014	Commercial	E	12.22	"The foregoing warranties set out in this Article 12 are in addition to all rights and remedies provided by Applicable Law or equity and under this Contract, and shall not limit Contractor's liability or responsibility imposed by the Contract or Applicable Law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence or fraud, provided, however, that upon expiration of the warranties, Contractor shall have no further liability to Owner hereunder for patent construction defects."	"The foregoing warranties set out in this Article 12 are in addition to all rights and remedies provided by Applicable Law or equity and under this Contract, and shall not limit Contractor's liability or responsibility imposed by the Contract or Applicable Law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence or fraud, provided, however, that upon expiration of the warranties, Contractor shall have no further liability to Owner hereunder for patent construction defects." are the exclusive remedy and no other warranties of any kind, whether statutory, written, orally expressed or implied (including all warranties of merchantability or fitness for particular purpose) shall apply." Explanation of Change Request: In order to remain market standard, any further remedies beyond Article 12 must be excluded. In addition, for calculation purposes and to achieve better prices, warranties should be the sole and exclusive remedy in the Contract.	**Pending**
456	3/17/2014	Commercial	E	2.6	Drawings and specifications are complementary. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. Contractor is responsible for assuring that the drawings and specifications conform to the terms of the Contract. A typical or representative detail indicated on or reasonably inferable from the Contract or from normal custom and practice shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Contract, Contractor shall adapt, or have adapted, such representative detail for application to corresponding parts of the Work. Repetitive features shown in outline on the drawings shall be in reasonable accordance with corresponding features completely shown.	Drawings and specifications are complementary. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. Contractor is responsible for assuring that the drawings and specifications conform to the terms of the Contract. A typical or representative detail indicated on the Contract, properly referenced from the Standard Drawings it originates or reasonably inferable from the Contract or from normal custom and practice shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Contract, Contractor shall adapt, or have adapted, such representative detail for application to corresponding parts of the Work. Repetitive features shown in outline on the drawings shall be in reasonable accordance with corresponding features completely shown. Explanation of Change Request: The drawings and specifications indicated in the contract documents, were issued by the Authority for this particular project. Since typical or representative details are generally taken from Standard Drawings, which are issued for repetitive use, not project-specific, to clarify and eliminate uncertainties in the design phase, would the Authority consider adding a reference to the Standard Drawings whenever a reference to a typical or representative detail is indicated in the Contract? Since the purpose of relying in typical or representative details will be defeated by the vagueness of "being reasonably inferable" or "from normal custom and practice", would the Authority be amenable to delete the crossed-out language from the excerpted provision?	**Pending**
457	3/17/2014	Commercial	E	6	Section 6 calls for performance, payment and maintenance bonds.	Please add to Section 6: **"The Authority in its sole discretion, shall consider renewable surety bonds or other security if needed to accommodate the tenor of the project or options thereunder. Approval of such alternative security shall not be unreasonably withheld."** **Explanation of Change Request:** Our experience consistently tells us that surety companies are hesitant to bond tenures longer than five (5) years. This is a key issue for bonding the base contract, but is of particular importance for ensuring the availability of bonding for the option phase.	**Pending**
458	3/17/2014	Technical	J	8.13.8	Emergency Release Each side entry door shall have an internal emergency release Device, accessible to passengers, and designed so as to not facilitate accidental or malicious operation. The Contractor shall advise the Owner of the details of a speed interlock with this Device, for review and Approval. This Device must be proven to be fail-safe. This Device, when activated, shall cause an alarm to sound at the door, remove traction power, unlatch the door, remove the door isolation lock, release seal (if so equipped), remove power from the door Operator or controls, move the door to the open position, and send an indication to the train Operator. This Device shall unlock a door that has been locked out-of-service.	Emergency Release Each side entry door shall have an internal emergency release Device, accessible to passengers, and designed so as to not facilitate accidental or malicious operation. The Contractor shall advise the Owner of the details of a speed interlock with this Device, for review and Approval. This Device must be proven to be fail-safe. This Device, when activated, shall cause an alarm to sound at the door, remove traction power, unlatch the door, remove the door isolation lock, release seal (if so equipped), remove power from the door Operator or controls, after that move the door manually to the open position, and send an indication to the train Operator. This Device shall unlock a door that has been locked out-of-service. Explanation of Change Request: We understand this requirement to be that after the activation of the emergency release device the passenger door has to be put into the OPEN position manually because power supply has to be deactivated.	An Amendment will be issued.
459	3/17/2014	Technical	J	12.2.6	c) The steepest gradient for parking brake use is 6%	c) The steepest gradient for parking brake use is 3.5% **Explanation of Change Request:** The steepest gradient on TSI compliant lines is 3.5%. Our proposed Trainset is designed accordingly to park in a 4% gradient with a 10% safety margin.	It is no less than 3%, no more than 5%

460	3/17/2014	Technical	J	12.2.7	b) The Vehicle floor height above TOR shall be 1295.4 ± 6.35 mm (51±0.25 inches).	b) The floor height of a new and empty Vehicle above TOR shall be 1295.4 ± 15 mm **Explanation of Change Request:** The range of the carbody-to-bogie height adjustment by the secondary suspension is smaller than the tread wear. Shims are applied after 50% tread wear	No change is required.
461	3/17/2014	Technical	J	7.2.1	For Amtrak, the Vehicle interior width measured at armrests level shall be a minimum of 115 inches (2921 mm)	For Amtrak, the Vehicle interior width measured at armrests level shall maximized as far as vehicle clearance permits **Explanation of Change Request:** High speed bogies have a big carbody-to-bogie lateral play to optimize ride comfort at very high speeds. The carbody will therefore be narrower than the existing Acela	No change is required.
462	3/17/2014	Technical	J	8.14.11	Should the source of the fumes originate within the Trainset, the HVAC System shall provide a means to extract the fumes from the affected Vehicle(s). Such actions shall be automatically triggered by the fire detection System.	Should the source of the fumes originate within the Trainset, the HVAC System of affected Vehicle(s) shall be switched off. Such actions shall be automatically triggered by the fire detection System. **Explanation of Change Request:** Extraction of fumes inside a tunnel or underground train stations could harm people in these areas and fumes can ingress into other vehicles through their HVAC systems (if running).	Amendment will be issued to state: Should fumes be detected ~~the source of the fumes originate~~ within the Trainset, the HVAC System ~~shall provide a means to extract the fumes from~~ of the affected Vehicle(s) shall be switched off. Such actions shall be automatically triggered by the fire detection System.
463	3/17/2014	Technical	J	12.2.11	d) During Regenerative Braking, when the catenary is non-responsive prohibiting regeneration of braking energy, or regenerated power level exceeds 5 MW, the maximum practical amount of non- dissipated residual energy should be captured in an energy storage System (i.e., bank of ultra-capacitors). This energy could be used during peak demand (acceleration phase) or during phase breaks/loss of catenary power.	Please delete requirement **Explanation of Change Request:** There are no such systems of proven design known to us which can store such an amount of energy in the limited space of a passenger EMU train.	Amendment: Will modify Specification language (under 12.2.11, paragraph d, replacing "should be captured" with "could be captured. "
464	3/17/2014	Technical	J	8.4.9	The minimum seat width shall be 508 mm (20 inches) measured from the inside edges of the arm rest.	The seat width in the Business Class shall be maximized as far as the interior width and the necessary center aisle size permits. **Explanation of Change Request:** High speed bogies have a big carbody-to-bogie lateral play to optimize ride comfort at very high speeds. The carbody will therefore be narrower than the existing Acela	No change is required.
465	3/17/2014	Technical	J	8.5.11	A weatherproof, illuminated number board shall be provided on the front end of the Trainset. Similar boards shall be provided one per side of each Cab Vehicle.	The train number (painted or decals) shall be provided at the front and the sides of each cab vehicle. The size of the digits shall be similar to those on the existing Acela trains **Explanation of Change Request:** Illuminated number boards are required to be water and pressure tight. Because of the size and shape they will hardly fit onto an aerodynamically optimized high speed cab end.	**Pending**
466	3/17/2014	Technical	J	8.2.12 Load Cases for Equipment Attachments	Safety brackets, hangers, and other similar Devices shall be designed to carry the Equipment within the clearance envelope under Normal operating load conditions in case of Failure of the primary attachment System. With the Failure of any one of the attachments, the Equipment shall remain within the clearance envelope of the Vehicle. Further, Equipment attachment strength shall be demonstrated to the same levels as Specified for interior fitting attachments in the proposed regulatory text for Tier III Equipment defined in 49CFR Parts 238.733, 238.735, 238.737, and 238.743.	Safety brackets, hangers, and other similar Devices shall be designed to carry the Equipment within the clearance envelope under Normal operating load conditions in case of Failure of the primary attachment System. With the Failure of any one of the attachments, the Equipment shall remain within the clearance envelope of the Vehicle. Further, Equipment attachment strength shall be demonstrated to the same levels as Specified for interior fitting attachments in the proposed regulatory text for Tier III Equipment defined in 49CFR Parts 238.733, 238.735, 238.737, and 238.743. Explanation of Change Request: Attachment of the waste and fresh water tank is realized with redundant bolts (4 attachment brackets per tank with 2 bolts per attachment bracket); Waste water tank designed with hanging fixation;	No change is required.
467	3/17/2014	Technical	J	8.4.5 General Requirements	Paint shall not be used on any wall surfaces.	Surfaces shall be designed according to the design concept that is to be agreed between operator and OEM **Explanation of Change Request:** Panels, walls and ceiling of toilet rooms might be painted	No change is required.
468	3/17/2014	Technical	J	8.4.11 Toilets	The Trainsets shall be fitted with controlled emission toilets, capable of fully retaining all waste and odor between servicing on all routes and service patterns. Facilities shall have the capacity of storing, operating, and supplying full passenger loads for three consecutive days without servicing.	The Trainsets shall be fitted with controlled emission toilets, capable of fully retaining all waste and odor between servicing on all routes and service patterns. Facilities shall have the capacity of storing, operating, and supplying full passenger loads for two consecutive days without servicing. Explanation of Change Request: A two-day service is recommended as this represents state-of-the-art regarding hygiene. A three-day service provides a risk to water quality and therefore requires strict conditions of filling, cleaning, etc. and increases the tank size and therefore the overall load of the train.	See response to Question 179. An amendment will be issued.

469	3/17/2014	Technical	J	8.4.11 Toilets	Toilet waste retention tanks shall be capable of being 100% drained during Normal servicing. The Trainset toilet Systems shall provide sufficient clean water for flushing and hand washing and waste storage capacity per passenger per trip, for three days service, based on System drain and replenishment at service locations only.	Toilet waste retention tanks shall be capable of being 100% drained during Normal servicing, whereas 100% refers to the usable volume of the tank. The Trainset toilet Systems shall provide sufficient clean water for flushing and hand washing and waste storage capacity per passenger per trip, for two days service, based on System drain and replenishment at service locations only. Explanation of Change Request: The complete usable volume can be emptied; For technical reasons a small volume may remain in the tank to avoid damage to the vacuum device (proven design according to UIC) A two-day service is recommended as this represents state-of-the-art regarding hygiene.	See response to Question 179. An amendment will be issued.
470	3/17/2014	Technical	J	8.4.11 Toilets	Faucets/water taps, electric hand dryers, paper towel dispensers, soap dispensers, and toilet flushers shall be provided (with non-touch controls), and easy to reach and use in all toilets. All water faucets/taps shall include the ability to provide both hot and cold water. Hot water temperature range shall be 43.33°C to 48.89 °C (110 °F to 120 °F). The maximum temperature shall not cause injury to the user. Hot water shall be available at all sinks.	Faucets/water taps, electric hand dryers, paper towel dispensers, soap dispensers, and toilet flushers shall be provided (with non-touch controls), and easy to reach and use in all toilets. All water faucets/taps shall include the ability to provide both hot and cold water. Hot water temperature range shall be 43.33°C to 48.89 °C (110 °F to 120 °F). The maximum temperature shall not cause injury to the user. Hot water shall be available at all sinks. Explanation of Change Request: Electric hand dryer can be non-touch, further furnishing equipment is recommended to be mechanically operated for reasons of robustness; operating forces fulfil ADA requirements;	No change is required.
471	3/17/2014	Technical	J	8.4.11 Toilets	A trash receptacle with a hands-free lid that is wall or cabinet-mounted shall be provided by the sink in all toilets. This receptacle shall not intrude into the clear space of the accessible restroom such that it hampers wheelchair access.	A trash receptacle with a hands-free lid that is wall or cabinet-mounted shall be provided by the sink in all toilets. This receptacle shall not intrude into the clear space of the accessible restroom such that it hampers wheelchair access. Explanation of Change Request: Lid that is operated by means of a lever actuated by foot or that is powered is not recommended as a long-term, robust solution; furthermore, a lever in the floor area represents a risk in terms of accessibility;	No change is required.
472	3/17/2014	Technical	J	8.4.11 Toilets	Toilet facilities shall be provided on the Trainset per a maximum of 55 passengers per toilet ratio.	Toilet facilities shall be provided on the Trainset per a maximum of 57 passengers per toilet ratio. Explanation of Change Request: Ratio calculated as an average of all cars of one train; ratio slightly above 55 for CHSRA train considering 8 toilet rooms and 450 seats per train;	See response to Question 129.
473	3/17/2014	Technical	J	8.4.11 Toilets	All toilet modules shall be completely sealed and shall incorporate appropriate features to prevent fluid leakage into the passenger area and/or Vehicle underframe.	All toilet modules shall be completely sealed and shall incorporate appropriate features to prevent fluid leakage into the passenger area and/or Vehicle underframe. Explanation of Change Request: Leakage at fresh water components is intentionally led to the sink or might be spilled to toilet room floor in rare cases so that it can be detected by train staff; leakage of waste pipe of vacuum toilet is collected in a pan and detected by a sensor; The vehicle underframe below the toilet rooms is protected by means of special coating;	No change is required.
474	3/17/2014	Technical	J	8.4.11 Toilets	Hanging hooks, which must be flush to the wall when not in use, and/or shelving for toiletries, purses, and coats shall be provided in all toilets.	Hanging hooks, which must be flush to the wall when not in use, and/or shelving for toiletries, purses, and coats shall be provided in all toilets. Explanation of Change Request: Hooks shall be flush to the wall but might protrude from the wall by some millimeters. Load maximum on hooks is 7kg;	An amendment will be issued. The max load of the hooks is 10 kg.
475	3/17/2014	Technical	J	8.4.11 Toilets	All toilets shall be well-lit with general and task lighting, and preferably include a source of natural daylight provided by a frosted window.	All toilets shall be well-lit with general and task lighting~~, and preferably include a source of natural daylight provided by a frosted window~~. **Explanation of Change Request:** No access to window foreseen.	No change is required.
476	3/17/2014	Technical	J	8.15.12	LED door indicator lights shall be provided for each door on the Trainset. The door open indicator light of each door shall be illuminated when the door is not closed and locked.	LED door indicator lights shall be provided for all exterior doors on the Trainset. The door open indicator light of each door shall be illuminated when the door is not closed and locked. Explanation of Change Request: Requirement will not apply for restroom doors.	1-Spec will be amended to reflect the following: "LED door indicator lights shall be provided for each exterior door on the Trainset. The door open indicator light of each door shall be illuminated when the door is not closed and locked." 2. Restroom doors shall meet the requirements of Schedule 1A , section 8.4.11.
477	3/17/2014	Technical	J	8.16.23	Interior and exterior displays shall be integrated with the Vehicle lighting System to control brightness under all lighting modes.	Interior and exterior displays, excluding indication lights for toilet rooms, shall be integrated with the Vehicle lighting System to control brightness under all lighting modes. Explanation of Change Request: Requirement will not apply for restroom doors.	No change is required.
478	3/17/2014	Technical	J	12.1.1	49 CFR Part 229.137 ; Sanitation; General Requirements ; Interior Design; Cab Design ;	~~50 CFR Part 229.137 ; Sanitation; General Requirements ; Interior Design; Cab Design ;~~ **Explanation of Change Request:** Not applicable for EMU train	No change is required.

479	3/17/2014	Technical	J	12.1.1	49 CFR Part 229.139 ; Sanitation; Servicing Requirements ; Interior Design ;	~~50 CFR Part 229.139 ; Sanitation; Servicing Requirements ; Interior Design ;~~ **Explanation of Change Request:** Not applicable for EMU train	No change is required.
480	3/17/2014	Technical	J	12.5.3 Accessibility Principles and Considerations	f. Actuators – Actuators for doors, faucets (water taps), locks, toilet seats, and other movable elements must not require grasping and must be operable must be operable with minimal force. The effort required to operate these Devices must be minimized, and if possible, automated or powered.	f. Actuators – Actuators for doors, faucets (water taps), locks, toilet seats, and other movable elements must not require grasping and must be operable must be operable with minimal force. The effort required to operate these Devices must be minimized, and if possible, automated or powered. The maximum force to fold the baby changing table up will be 25 N as the operation against gravity must be considered that is higher than ADA requirement of 22.2N **Explanation of Change Request:** The maximum force to fold the baby changing table up will be 25 N as the operation against gravity must be considered that is higher than ADA requirement of 22.2N	No change is required.
481	3/17/2014	Technical	J	12.1.1.	49 CFR Part 38.123 Restrooms	The maximum force to fold the baby changing table up will be up to 25 N **Explanation of Change Request:** TSI foresees the maximum force to fold the baby changing table up to be 25 N	No change is required.
482	3/17/2014	Technical	J	7.5.1	Current U.S. law and regulations for noise levels for locomotives and rail cars set forth in more detail in 40CFR Parts 201.12 and 201.13 are applicable to this Procurement.	Current U.S. law and regulations for noise levels for locomotives and rail cars set forth in more detail in 40CFR Parts 201.12 and 201.13 are applicable to this Procurement Trainsets with a maximum speed of 160 mph. Explanation of Change Request: These standards do not cover high speed Trainsets. Due to the wheel and rail noise at 220 mph it is not possible to fulfill the limit of 40 CFR 201.12 & 13 (LpAFmax, 30m = 90 dB(A)). Our proposed high speed train complies with TSI HS RST 2008 (2008/232/EC), where the limit is LpAeq, Tp, 25m = 92 dB(A) @ 320 km/hr. (approx. 200 mph).	**Pending**
483	3/17/2014	Technical	J	12.1.1	40 CFR Part 201 ; Noise Emission Standards for Transportation Equipment, Interstate Rail Carriers ; Noise and Vibration ;	40 CFR Part 201 ; Noise Emission Standards for Transportation Equipment, Interstate Rail Carriers ; Noise and Vibration ; The standard is applicable for Trainsets with maximum operational speed of 160 mph. **Explanation of Change Request:** The standard does not cover high speed Trainsets. Due to the wheel and rail noise at 220 mph it is not possible to fulfill the limit of 40 CFR 201.12 & 13 (LpAFmax, 30m = 90 dB(A)). Our proposed high speed train complies with TSI HS RST 2008 (2008/232/EC), where the limit is LpAeq, Tp, 25m = 92 dB(A) @ 320 km/hr. (approx. 200 mph).	**Pending**
484	3/17/2014	Technical	J	12.1.1	49 CFR Part 210 ; Railroad Noise Emission Compliance Regulations ; Noise and Vibration ;	49 CFR Part 210 ; Railroad Noise Emission Compliance Regulations ; Noise and Vibration ; The standard is applicable for Trainsets with maximum operational speed of 160 mph. **Explanation of Change Request:** In 49 CFR 210.29 compliance with 40 CFR 201.12 & 13 is required. Our proposed Trainset fulfills 40 CFR 201.12 & 13 with maximum speed of 160 mph, not with maximum speed of 220 mph.	**Pending**
485	3/17/2014	Technical	J	12.2.14	a) 40CFR Part 201.	a) 40CFR Part 201. The standard is applicable for Trainsets with maximum operational speed of 160 mph. Explanation of Change Request: The standard does not cover high speed Trainsets. Due to the wheel and rail noise at 220 mph it is not possible to fulfill the limit of 40 CFR 201.12 & 13 (LpAFmax, 30m = 90 dB(A)). Our proposed high speed train complies with TSI HS RST 2008 (2008/232/EC), where the limit is LpAeq, Tp, 25m = 92 dB(A) @ 320 km/hr. (approx. 200 mph).	**Pending**
486	3/17/2014	Technical	J	12.1.14	b) 49CFR Part 210.	b) 49CFR Part 210. The standard is applicable for Trainsets with maximum operational speed of 160 mph. Explanation of Change Request: In 49 CFR 210.29 compliance with 40 CFR 201.12 & 13 is required. Our proposed Trainset fulfills 40 CFR 201.12 & 13 with maximum speed of 160 mph, not with maximum speed of 220 mph.	**Pending**
487	3/17/2014	Technical	J	7.9.1	The Contractor shall submit for Approval a report which demonstrates adequate Safety and dependability margins to protect all track circuits against worst-case train emissions. The Contractor shall design, document, and test to ensure adequate protection against inductive interference with track circuits or other wayside Devices, and against Cab signal interference.	Please provide signaling frequencies and refer limits exclusively to those frequencies. Explanation of Change Request: 'The requirement of a continuous conductive limit line is not realistic. E.g. harmonics of the power supply can exceed the continuous limit, even so only the signaling frequencies are relevant.	**Pending**
488	3/17/2014	Technical	J	7.9.1	The Trainsets shall fully conform to the respective Owner's operating network. These requirements cover emission and immunity limits, cabling, grounding, Equipment-level Electromagnetic Compatibility (EMC), switching converter power and harmonics, motors and controllers, Equipment locations, track circuit compatibility, FCC Type-Accepted radio Equipment, human exposure, and adjacent railroads and airports.	It is assumed, that operators and third-party equipment (adjacent railroads and airports) complies with IEC622236 (or EN50121) **Explanation of Change Request:** No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.	**Pending**

489	3/17/2014	Technical	J	7.9.1	The Trainset Systems shall not have a negative impact on, nor be negatively impacted by:	It is assumed that operators and third-party equipment complies with IEC622236 (or EN50121) **Explanation of Change Request:** No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.	**Pending**
490	3/17/2014	Technical	J	12.2.13	b) Amtrak Drawing A-60-7659	b) Amtrak Drawing A-60-7659: Only limits below 300Hz apply **Explanation of Change Request:** 'Limit line cannot be met due to power supply harmonics.	No change is required.
491	3/17/2014	Technical	J	7.9.1 & 12.2.13	The Trainsets shall fully conform to the respective Owner's operating network. These requirements cover emission and immunity limits, cabling, grounding, Equipment-level Electromagnetic Compatibility (EMC), switching converter power and harmonics, motors and controllers, Equipment locations, track circuit compatibility, FCC Type-Accepted radio Equipment, human exposure, and adjacent railroads and airports.	Amtrak: APTA PR-E-S-010-98; We propose to use standards EN 50121-3-1 and EN 50121-3-2. These standards cover the relevant EMC requirements. **Explanation of Change Request:** Joint requirements for Amtrak and the Authority enable a common system design.	No change is required.
492	3/17/2014	Technical	J	6.1.1	At a minimum, the Trainsets shall achieve the following Reliability metrics: a) Mean Time between Service Interruption (MTBSI) of 4,800 hr. MTBSI is the mean time in train service hours between failures causing a train service interruption.	At a minimum, a ~~the~~ fleet consisting of at least 10 Trainsets ("FLEET")shall achieve the following Reliability metrics after a ramp-up time of at least 3 years: a) Mean Time between Service Interruption (MTBSI) of 4,800 hr. MTBSI is the mean time in train service hours between failures causing a train service interruption (statistical value per year for the fleet of trains). **Explanation of Change Request:** The value for MTBSI (4,800 hr.) should be related to a fleet of trains (at least 10 trains); not to each single Trainset. Because of individual operating conditions a certain ramp-up time after the start of operation will be required to stabilize the performance.	No change is required.
493	3/17/2014	Technical	J	6.1.1	A train service interruption is defined as a Failure that results in a train in service being: a. More than 10 minutes late arriving at or departing from any station; b. Cancelled either at its originating point or en route; or c. Reduced in size or revenue capacity due to requiring a failed Trainset (under double traction configuration) to be removed.	A train service interruption is defined as a Failure that results in a train in service being: a. More than 10 minutes late arriving at or departing from any station solely due to the Failure; b. Cancelled either at its originating point or en route due to failure reasons that need to be mutually agreed; or c. Reduced in size or revenue capacity due to requiring a failed Trainset (under double traction configuration) to be removed. **Explanation of Change Request:** Criterion for cancellation of service of trains should be specified. Should a Failure e.g. result in 15 minutes delay in total but 7 minutes of the 15 minutes have been caused by operational reasons after the rectification of the Failure, this Failure should not be considered.	No change is required.
494	3/17/2014	Technical	J	6.2.1	Trainset Availability shall be calculated as MTBSI divided by the sum of the MTBSI and MTTRS as defined in Section 6.1.1. Trainset Availability shall meet further requirements defined in the Infrastructure Interface Specifications (Appendices B and C).	~~Trainset Availability.~~ The Availability of the Fleet shall be calculated as MTBSI divided by the sum of the MTBSI and MTTRS as defined in Section 6.1.1. ~~Trainset Availability.~~ The Availability of the Fleet shall meet further requirements defined in the Infrastructure Interface Specifications (Appendices B and C). **Explanation of Change Request:** As MTBSI and MTTRS need to be related to the fleet of trains, "availability" needs to be considered as related to the fleet as well (at least 10 trains).	No change is required.
495	3/17/2014	Technical	J	12.3.43	The Offeror shall provide a Preventative Maintenance Plan and a Corrective Maintenance Plan for approval under which each Trainset is unavailable for service no more than 400 hr. per year for all corrective and preventative maintenance and inspection.	The Offeror shall provide a Preventative Maintenance Plan and a Corrective Maintenance Plan for approval under which each Trainset is unavailable for service no more than 400 hr. per year for all corrective and preventative maintenance and inspection, not considering time for overhaul activities, repair of defects resulting from accidents, maloperation, infrastructure, vandalism, force majeure etc. **Explanation of Change Request:** Only regular activities in preventive and corrective maintenance can be planned (considered) in the Maintenance Plans.	This has been moved to the ITO. The Offeror shall provide a Preventative Maintenance Plan and a Corrective Maintenance Plan for approval under which each Trainset is unavailable for service no more than 400 hr. per year for all corrective and preventative maintenance and inspection, not considering time for overhaul activities, or repair of defects resulting from accidents, maloperation, vandalism, force majeure etc. An Amendment will be issued.
496	3/17/2014	Technical	J	12.3.43	The Authority's Operating Plan requires Fleet Daily Roll-Out Availability of at least 90.3%, calculated as the number of Trainsets in or available for morning service at 5 AM divided by the total number of Trainsets in the fleet.	The Authority's Operating Plan requires Fleet Daily Roll-Out Availability of at least 90.3%, calculated as the number of Trainsets in or available for morning service at 5 AM divided by the total number of Trainsets in the FLEET (comprising at least 10 trains) **Explanation of Change Request:** Only regular activities in preventive and corrective maintenance can be planned (considered) in the Maintenance Plans.	No change. See response to question 495.

497	3/17/2014	Technical	J	12.3.47	The Contractor shall identify fleet defects during the Reliability and Maintainability demonstration periods. A fleet defect is defined as cumulative Failures of 10% or more of any part, system, or component in the same or similar applications within a consecutive 12-month period, where such items are covered by warranty.	The Contractor shall identify fleet defects during the Reliability and Maintainability demonstration periods. A fleet defect is defined as cumulative Failures (failures of identical type and reason) of 10% or more of any part, system, or component in the same or similar applications within a consecutive 12-month period, where such items are covered by warranty. **Explanation of Change Request:** Type and reason of cumulative failures should be considered as well.	No change is required.
498	3/17/2014	Technical	J	8.15.2	An individually switched high-intensity low-heat controllable reading light shall be fitted at all seats, and shall have a beam that is directionally adjustable. The Contractor shall demonstrate that the position of the reading light and its control are suitable for a U.S. 5th-percentile female to a 95th-percentile male.	An individually switched high-intensity low-heat controllable reading light shall ~~be fitted at all seats~~, illuminate the reading area of the respective passenger seat, and shall have a beam that is directionally ~~adjustable~~ optimized with a fixed position. The Contractor shall demonstrate that the position of the reading light and its control are suitable for a U.S. 5th-percentile female to a 95th-percentile male. **Explanation of Change Request:** By an optimized orientation of the reading lights towards the respective reading area passenger dazzling is avoided. The construction of a not adjustable reading light is furthermore more solid and more insensitive against dust and dirt.	An Amendment will be issued. An individually switched high-intensity low-heat controllable reading light shall illuminate the reading area of the respective passenger seat, be fitted at all seats, and shall have a beam that is directionally optimized adjustable. The Contractor shall demonstrate that the position of the reading light and its control are suitable for a U.S. 5th-percentile female to a 95th-percentile male.
499	3/17/2014	Technical	J	8.2.20 12.3.23	"The Contractor shall demonstrate that the body profile, nose shape, and structural response of the Trainsets have been designed to accommodate the requirements of 2008 HS RST TSI Sections 4.2.6.2, 4.2.6.3, and 4.2.6.4." and "Authority tunnels will be designed to allow for train Operations at speeds of up to 354 km/h (220 mph)."	"Authority tunnels will be designed to allow for train Operations at speeds of up to 354 km/h (220 mph). The cross section of the double track tunnels is in conformance with the 2008 HS RST TSI. The minimum cross section of the single track tunnels is greater than 83 m² or if smaller in close collaboration with the train constructor (example1: plane track => L=1000m, A=68m²; L=1500m, A=78 m²; L=2000m, A=78m²; L=3000m, A=73 m² ; L=5000m, A=53m²; L=10000m, A=50m²) , (example2: positive slope 25/1000 => L=1000m, A=63m²; L=1500m, A=73 m²; L=2000m, A=70m²; L=3000m, A=65 m² ; L=5000m, A=53m²; L=10000m, A=48m²), (example3: negative slope 25/1000 => L=1000m, A=70m²; L=1500m, A=83 m²; L=2000m, A=83m²; L=3000m, A=80 m² ; L=5000m, A=75m²; L=10000m, A=68m²) ." **Explanation of Change Request:** In TSI single track tunnels under special conditions very high loads are possible. For not exceeding an exemplary load of +/-4500 Pa in single track tunnels the tunnel cross section may not be greater than specific values that depend on tunnel length, slope, maximum train speed inside the tunnel, train length, etc. The equivalent loads on the train e.g. carbody, head and windows depend strongly on the chosen operating conditions, track, tunnel cross sections, track slopes in tunnels and train velocity inside the tunnels.	Refer to response to question 30.
500	3/17/2014	Technical	J	8.2.13	The Contractor shall create FEA models of each System attached to the carbody and its respective mounting Equipment. Vibration and shock testing of each System shall be performed to validate FEA model results.	~~The Contractor shall create FEA models of each System attached to the carbody and its respective mounting Equipment. Vibration and shock testing of each System shall be performed to validate FEA model results.~~ For validation of components mounted to the car body for the vehicle service life the Contractor shall perform shock and vibration tests according to IEC 61373. Tests shall be performed for those components for which there is a specific requirement in the particular standard of the component. **Explanation of Change Request:** We assume that the expression "vibration and shock testing" addresses the vibration and shock testing according to IEC 61373 that has to be applied for special electrical equipment of rail vehicles. Corresponding to our experience there is no adequate and established method to perform appropriate FEA which simulates the vibration and shock tests according to IEC 61373. Properties like structural damping, internal friction as well as the exact reproduction of the different stiffness of systems cannot be replicated in such a way, that the test adequately could be used as a validation of the FEA results. Therefore the tests itself according to IEC 61373 represent the validation of components with respect to the service life under the conditions of railway systems. Considering the huge complexity of a rail vehicle and the multiplicity of components that could be identified as "systems" the quantity of "systems" that have to be tested according to IEC 61373 should be limited. Our suggestion is that all electric components that were designed in agreement to their particular standards that require shock and vibration tests according to IEC 61373 have to be tested.	Suggest the following Amendments in blue. The Contractor shall create FEA models of each System attached to the carbody and its respective mounting Equipment. ~~Vibration and shock testing of each System shall be performed to validate FEA model results.~~ Shock and vibration requirements for Trainset equipment shall be in accordance with CENELEC EN 61373 – Railway Applications – Rolling Stock Equipment – Shock and Vibration Tests.
501	3/17/2014	Technical	J	7.8.1	Trainset Systems and associated technologies shall be upwards-compatible and flexible to changes and updates in technology over the life of the Trainset, where practicable. When considering Trainset communication (e.g., passenger information and associated interfaces), the Contractor shall ensure easy access to components (e.g., computer servers, network hubs, access points, and roof antennas) and provide provisions for future evolutions/changes to onboard Systems that can be achieved with a minimum degree of invasive engineering and/or construction effort.	Further Extensions and changes of the Trainset systems and associated technologies shall be decided and re-evaluated during the project lifetime. However, the design will be modularized such that further changes can be applied into certain extent. When considering Trainset communication (e.g., passenger information and associated interfaces), the Contractor shall ensure easy access to components (e.g., computer servers, network hubs, access points, and roof antennas) and provide provisions for future evolutions/changes to onboard Systems that can be achieved with a minimum degree of invasive engineering and/or construction effort. All later change requests will be evaluated during the project period. **Explanation of Change Request:** The possibility for further extensions and changes shall be decided and re-evaluated during the project lifetime. We will modularize our design such that further changes can be applied to a certain extent.	No change is required.
502	3/17/2014	Technical	J	8.16.8	A microphone and push-to-talk button shall be provided at all passenger doors on both sides of the Trainset to enable rescue personnel outside of the Trainset to communicate through the PA System.	An exterior microphone and push-to-talk button will be provided at all passenger doors on both sides of the Trainset to enable rescue personnel outside of the Trainset to make an announcement through the speakers of the PA System. **Explanation of Change Request:** We understand that this requirement considers communication through the PA Systems from outside to the inside of the Trainset.	No change is required.

503	3/17/2014	Technical	J	8.16.10	Each seat shall have a designated seat number that is displayed at the seat via integrated signage. Electronic signs that interface with the passenger information System shall be designed for information comprehension.	Each seat shall have a designated seat number that is displayed at the seat via integrated signage. The integrated signage shall be realized by pictograms/ decals. Electronic signs that interface with the passenger information System shall be designed for information comprehension. **Explanation of Change Request:** We understand that in this requirement decals are meant by "integrated signage".	No change is required.
504	3/17/2014	Technical	J	8.16.26	It shall be possible for all passengers to access a broadband wireless network while onboard the Trainsets at all times. Capacity shall be provided to accommodate the maximum passenger load, be compatible with the respective Owner's infrastructure and commercial decisions, and be upwardly compatible with emerging technology.	It shall be possible for all passengers to access a broadband wireless network while onboard the Trainsets at all times. The bandwidth resources per passenger shall depend on the number of Wi-Fi connection requests. Capacity shall be provided to accommodate the maximum passenger load, be compatible with the respective Owner's infrastructure and commercial decisions, and be upwardly compatible with emerging technology. The Owner's infrastructure will have to be clarified in the early project phase. Enhancements for new technologies shall be evaluated during the project lifetime. **Explanation of Change Request:** We note that the bandwidth resources per passenger depend on the number of Wi-Fi connection requests. The owner's infrastructure needs to be clarified in the early project phase. We understand further that enhancements for new technologies and the implementation into the Trainset will be re-evaluated and decided during the Trainsets' useful life.	No change is required.
505	3/17/2014	Technical	J	8.16.26	The solution shall operate over the entire length of the Trainset and uses a combination of cost-effective multiple wireless Interfaces to establish bi-directional broadband connections to the wayside (e.g., Wi-Fi, Worldwide Interoperability for Microwave Access (WiMAX), High Speed Packet Access (HSPA), and Evolution Data Optimized (EV-DO)), spectrum bands (cellular, 2.4 GHz, and 5.x GHz, and 4G) to provide maximum throughput, bandwidth, performance, coverage and redundancy.	The solution shall operate over the entire length of the Trainset and uses a combination of cost-effective multiple wireless Interfaces to establish bi-directional broadband connections to the wayside (e.g., Wi-Fi, Worldwide Interoperability for Microwave Access (WiMAX), High Speed Packet Access (HSPA), and Evolution Data Optimized (EV-DO)), spectrum bands (cellular, 2.4 GHz, and 5.x GHz, and 4G) to provide maximum throughput, bandwidth, performance, coverage and redundancy. The external wireless coverage depends on the provider's infrastructure. **Explanation of Change Request:** The external wireless coverage depends on the provider's infrastructure.	No change is required.
506	3/17/2014	Technical	J	8.16.29	The passenger information System shall integrate with the existing onboard Wi-Fi network for its Internet communication to send and receive real-time and stored messages and content to and from the Owner's designated control center. Content may include, but is not limited to, the following:	The passenger information System shall integrate with the existing onboard Wi-Fi network for its Internet communication to send and receive real-time and stored messages and content to and from the Owner's designated control center. The amount of media content shall be limited to the available communication and storage resources. Content may include, but is not limited to, the following: **Explanation of Change Request:** The amount of media content shall be limited to the available communication and storage resources.	No change is required.
507	3/17/2014	Technical	J	8.16.29, p. 80	There shall be the ability to deliver Owner-controlled content that is stored locally on the train to display units in all cars over the passenger information System or to passengers' personal Devices over the passenger Wi-Fi network.	There shall be the ability to deliver Owner-controlled content that is stored locally on the train to display units in all cars over the passenger information System or to passengers' personal Devices over the passenger Wi-Fi network. However, the number of passengers receiving media content simultaneously is limited and will be discussed with the costumer in the early project phase. **Explanation of Change Request:** The limitation of streamed media content depending on available Wi-Fi resources need to be considered.	No change is required.
508	3/17/2014	Technical	J	12.6.1	The solution must: g) Provide remote monitoring, troubleshooting capabilities, and analytical reporting.	The solution must: g) Provide remote monitoring, troubleshooting capabilities, and analytical reporting. Details on remote monitoring, troubleshooting and analytical reporting will be clarified in the early project phase. **Explanation of Change Request:** Details on remote monitoring, troubleshooting and analytical reporting shall be clarified in the early project phase.	No change is required.
509	3/17/2014	Technical	J	8.18.5	The Trainsets shall be equipped with adequate fire barriers and partitions at appropriate locations. Upon detection of fire, held open fire doors shall either close automatically or be closed by manually-initiated remote control. The partition tests shall be carried out in accordance with the requirements of ASTM E119. The floors of all Vehicles in the Trainset shall provide a fire barrier, with a test period not less than 30 minutes. The walls and any doors on both sides of any Equipment areas within a carbody and the rear wall of the driving Cab shall provide a fire barrier for at least the same period as that provided by the floors.	Please add: For Trainsets according TSI category B the fire resistance requirements of TSI shall be a deemed-to-satisfy provision for this requirement and NFPA 130. Explanation of Change Request: The floors of all Vehicles in the proposed Trainset will provide a fire barrier with a test period not less than 30 minutes (R30,E30,I30 criteria). The walls and any doors on both sides of any Equipment area within a carbody will provide a fire barrier for 30 minutes (E30 criteria). The rear wall of the driving Cab will provide a fire barrier for 30 minutes (E30, I30 criteria).	No change is required.

510	3/17/2014	Technical	J	13.2 c	c. Authority's Safety and Security Management Plan • SSMP 130408 No Signatures.pdf	Please add: For Trainsets according TSI category B the fire detection requirements of TSI shall be a deemed-to-satisfy provision for this requirement. Explanation of Change Request: Passenger and staff areas will not be equipped with fire suppression systems. Only electrical traction containers and high voltage containers (e.g. traction converter, auxiliary converter) will be equipped with fire extinguishing system (nitrogen system). Passenger and staff areas will not be equipped with automatic fire extinguishing systems.	See response to Question 126.
511	3/17/2014	Technical	J	8.6.1	All heating and air conditioning ducts shall be designed to protect against the build-up of dust, dirt, moisture, and combustible detritus, and shall be fitted with suitable covers to both allow easy access for cleaning yet prevent against access by passengers.	All heating and air conditioning ducts shall be designed to protect against the build-up of dust, dirt, moisture, and combustible detritus. <u>They shall be fitted with suitable covers or be accessible by e.g. removing elements of the interior lining during maintenance to allow easy access for cleaning. The design of the air duct system shall prevent against access by passengers.</u> **Explanation of Change Request:** The passenger area side wall linings are designed to function as ducts which guide the supply air to floor level in heating mode. Because all the supply air is filtered before it gets into the duct system cleaning is only necessary during heavy overhaul. The waste air (not filtered) ducts located between the floor and the side wall are provided with covers for more frequent cleaning.	No change is required.
512	3/17/2014	Technical	J	8.14.2	The HVAC System shall provide comfort air inside the Trainset per Figure 5 and Chapter 9 of the ASHRAE Fundamentals Handbook. ASHRAE Standard 55-2010 shall be used to determine the interior thermal environmental factors that will provide environmental conditions acceptable to passengers.	The HVAC System shall provide comfort air inside the Trainset. <u>The fresh air rate per person may be determined automatically depending on the outside temperature as shown below to provide for the design of energy efficient HVAC systems while maintaining the interior temperatures as required by Chapter 18.14.4</u> <u>Tamb ≤ -7°C = 15,5m³/h/pers.</u> <u>-7°C < Tamb ≤ 35°C = 25,5m³/h/pers.</u> <u>Tamb > 35°C = 15,5m³/h/pers.</u> <u>(amb=outside ambient)</u> <u>A CO2 monitoring system shall be installed in the passenger area to adjust the overall fresh air flow depending on the passenger load of the individual vehicle. At maximum passenger load the CO2 level shall not exceed 2000ppm.</u> **Explanation of Change Request:** The requested requirement change is to avoid oversized HVAC Systems while meeting the expected interior temperature performance within the specified ambient temperature ranges. The fresh air rates for the high and low ambient temperatures are taken from EN13129. The sum of the fresh air flow additionally depends on the passenger load. This solution presents the most energy efficient HVAC system since only the sum of fresh air flow needed is treated by the HVAC unit.	No change is required.
513	3/17/2014	Technical	J	8.14.7	Passenger areas, including toilets and food service areas, shall be ventilated at least at the minimum rates required in ASHRAE 62.1-2010. Ventilation shall include a mixed airflow, comprising of fresh air and re-circulated air, by the evaporator unit blower fans and exhaust fans. The two types of fans shall be independently controlled. Operator Cabs shall be ventilated by a minimum fresh airflow of 30 m 3 /hr. (17.7 ft. 3 /min) per person.	Passenger areas, including toilets and food service areas, shall be ventilated at rates following ASHRAE 62.1-2010. Ventilation shall include a mixed airflow, comprising of fresh air <u>(rates per passenger see Section 8.14.2)</u> and re-circulated air, by the evaporator unit blower fans and exhaust fans. The two types of fans shall be independently controlled. Operator Cabs shall be ventilated by a minimum fresh airflow of 30 m 3 /hr. (17.7 ft. 3 /min) per person. **Explanation of Change Request:** The requested requirement change is to avoid oversized HVAC Systems while meeting the expected interior temperature performance within the specified ambient temperature ranges. The fresh air rates for the high and low ambient temperatures are taken from EN13129. The sum of the fresh air flow additionally depends on the passenger load. This solution presents the most energy efficient HVAC system since only the sum of fresh air flow needed is treated by the HVAC unit.	No change is required.
514	3/17/2014	Technical	J	5.2.1	It shall be possible to reset the Trainset Systems from the operating Cab.	It shall be possible to switch on and off the supply with battery voltage of the train from the operating cab. This may also be used to reset all Trainset systems at the same time. **Explanation of Change Request:** There are no means to reset one particular system elsewhere on the train from the drivers cab except switching off and on the complete supply with battery voltage (refer also to 8.21.1). According to our experience such resets are very rare due to the high reliability of the subsystems.	No change is required.
515	3/17/2014	Technical	J	7.7.1	Train communication and control Equipment … shall utilize diverse routing…	…shall utilize diverse routing wherever reasonable and necessary to ensure reliable functions needed to move the train… **Explanation of Change Request:** The WTB and the MVB as well as the network used by the passenger information system are completely redundant. The passenger information system, the WTB and the backbone of the MVB use diverse routing, the MVB sub segments within the local cars not. To ensure driving capabilities of the train an emergency driving mode is provided. One of the traction units of the train (i.e. 4 car unit) must have a living MVB network and will be remote controlled by conventional wired logic.	No change is required.

516	3/17/2014	Technical	J	7.7.1	Network information and Data security shall be provided to protect the network and control units from intrusions and unauthorized changes.	Network information and Data security shall be provided to protect the network and control units from intrusions and unauthorized changes where needed and reasonable. **Explanation of Change Request:** The WTB and MVB, used for the train control, are designed according to the IEC61375. This network is not a IP network but a very special real time data network. During revenue service normally no one has access to the network cables and devices without explicit notice of the train crew or the train engineer due to the closed and locked cabinets. The engineer is able to stop the train via emergency braking at any time and from any cab even if the network has completely collapsed. There is no function to override this decision. This is why there are no provisions against intrusions and unauthorized changes on the TCN network. Concerning the passenger information system (including CCTV, IoB) unauthorized external access to the communication network will be blocked through special internally known VLAN tags and passphrases.	No change is required.
517	3/17/2014	Technical	J	8.13.6	The train control and monitoring System/onboard computer shall indicate to the train Operator and the Train Crew that all the doors (except for the door under local control of the Train Crew) are closed and locked. A subsequent indication shall inform the train Operator that the door under local control of the Train Crew is closed and locked.	The train control and monitoring System/onboard computer shall indicate to the train Operator and the Train Crew that all the exterior side doors are closed and locked. **Explanation of Change Request:** On the Engineers computer display is one page concerning the exterior doors of the train. It shows summarized for every single car the release status (released / locked) and the opening status (open / closed). More details are displayed only on the crew`s view of this display page. There is no means to show which doors are under local control of the crew. The status of the interior doors cannot be displayed.	No change is required.
518	3/17/2014	Technical	J	8.13.6	An appropriate indication shall be provided to the train Operator or the Train Crew of any Fault in the door closing operation.	An appropriate indication shall be provided to the train Operator or the Train Crew of any Fault in the exterior side door closing operation. **Explanation of Change Request:** The health of the interior doors cannot be monitored.	No change is required.
519	3/17/2014	Technical	J	8.13.9	A train line door summary circuit shall be provided to give indication to the Cab that all exterior side doors are closed and latched, and/or locked out with the door cutout lock.	A train line door summary circuit (or same function via software) shall be provided to give indication to the Cab that all exterior side doors are closed and latched, and/or locked out with the door cutout lock. **Explanation of Change Request:** This function is done by software, there is no wired train line. All other contents of the requirement will be fulfilled.	**Pending**
520	3/17/2014	Technical	J	8.13.10	The door summary circuit shall include functionality to inhibit tractive effort until the train reads zero speed condition and all passenger entry doors are closed and locked. Also, if the door summary circuit senses a passenger side door open when the train is in motion, the tractive power shall be removed.	The door summary circuit (or equivalent function via software) shall include functionality to inhibit tractive effort until the train reads zero speed condition and all passenger entry doors are closed and locked. Also, if the door summary circuit (or same function via software) senses a passenger side door open when the train is in motion, the tractive power shall be removed. **Explanation of Change Request:** This function is done by software, there is no wired train line. All other contents of the requirement will be fulfilled.	**Pending**
521	3/17/2014	Technical	J	8.13.10	Operating Cabs shall be equipped with two summary circuit bypass switches provided to override the door closed summary circuit for each side of the train.	Operating Cabs shall be equipped with a summary circuit bypass switch provided to override the door closed summary circuit. **Explanation of Change Request:** There is a override switch available but only one (i.e. no side selection). If a door is locked out of use, in most cases there is no need to use the bypass switch even if one of the final position switches is defective. Therefore the bypass switch is not needed in case of most of the door failures.	**Pending**
522	3/17/2014	Technical	J	8.16.2	In addition, a digital clock linked to this System shall be located on the Operator's Cab console, in the crew compartment, and on the internal electronic displays.	In addition, the standard reference time provided by this system shall be displayed digitally on the Operator's Cab console HMI computer displays, in the crew compartment (on the HMI computer display), and on the internal electronic displays for the passengers (to be clarified in detail). **Explanation of Change Request:** The (onboard reference) time is shown on all computer displays in the engineers cab or for the crew. But there is no extra clock (e.g. anything with "huge digits").	**Pending**

523	3/17/2014	Technical	J	8.17.1	The TMDS shall collect, advise, and display status information relevant to the operational conditions of the Trainset's Systems and Subsystems, and their respective Equipment, by monitoring their status and health.	The TMDS shall collect, advise, and display status information relevant to the operational conditions of the Trainset's Systems and Subsystems, and their respective Equipment. The Trainsets systems and subsystems are monitoring their status / health and send information about anomalies to the central diagnostic system of the train. **Explanation of Change Request:** The central diagnostic system only receives information from all system/subsystems, monitoring their hardware automatically by themselves.	**Pending**
524	3/17/2014	Technical	J	8.17.1	The system shall make it possible for maintenance personnel to troubleshoot any problems to the LRUs without the need to use external test equipment.	The system shall make it possible for maintenance personnel to troubleshoot any problems to the LRUs without the need to use external test equipment as far as reasonable. **Explanation of Change Request:** We understand that the customer wants to avoid expensive test equipment and the training on this equipment. A digital multimeter and a laptop computer will often be necessary. More specific equipment (e.g. oscilloscope) is very unlikely.	**Pending**
525	3/17/2014	Technical	J	8.17.1	The System shall also be linked to the onboard diagnosis Data recorder to allow for traceability.	To allow traceability the TDMS System shall also store all alarm messages displayed to the engineer or the crew or necessary for maintenance purposes until the information is successfully transmitted to the land side. **Explanation of Change Request:** Some handpicked information is stored in the juridical recorder (JRU), some only in case of particular events (e.g. brake operation), some continuous (e.g. time, speed). The JRU has nothing to do with the TDMS system. This system only stores alarm messages, shown to the engineer or the crew on the diagnostic screen pages or for the maintenance (and some for engineering purposes). No alarm messages get lost as long as the data transmission to the landside works properly (if transmission fails, the data will be held on the train until manual readout).	**Pending**
526	3/17/2014	Technical	J	8.17.1	TMDS shall be capable of transmitting collected Data over the Owner-provided communication infrastructure to an appropriate wayside facility.	TMDS shall be capable of transmitting alarms of the central diagnostic system (given to the engineer/crew or only for maintenance purposes) to an appropriate wayside facility. **Explanation of Change Request:** The central diagnostic system only treats alarm messages (such displayed to the engineer/crew and such not displayed to them because only intended for the maintenance). In other words: collected data = alarm messages. Nowadays the diagnostic data are transmitted via GSM (Public or Rail, both are feasible but no changeover without changing the SIM card). Other solutions using the owner provided communication infrastructure (e.g. WLAN) are possible and are subject of detailed discussions. Since we do not know the details of this network, the requirement has to be considered as not fulfilled.	**Pending**
527	3/17/2014	Technical	J	8.17.1	The monitoring System shall be designed with an automatic self-test feature that notifies the train Operator that the monitoring capability is functioning correctly and alerts the train Operator when a System Failure occurs.	The monitoring System shall be designed to work reliably and without loss of alarm messages relevant for maintenance purposes or alarm messages displayed to the engineer or the crew. If the performance of the TDMS system is reduced, the TDMS system alerts the train Operator. **Explanation of Change Request:** The TDMS system (consisting of the central diagnostic system and the local subsystem diagnostics) is considered to be always available. The central diagnostic function stores all alarm messages until successfully transmitted to the land side. This is done periodically. There are means within the central diagnostics to avoid any kind of data loss. In the local controls the memory is limited. Therefore there are means to reduce the number of alarms stored (e.g. circular buffers). Since all relevant alarms are transmitted to the central diagnostics, the memory of the local controls is only readed in very rare cases by the 2nd level maintenance to find the reason of complicated faults. Since the diagnostics are considered to be always available, there are no monitoring's or self tests checking the TDMS itself.	**Pending**
528	3/17/2014	Technical	J	8.17.1	The Data stored on TMDS shall be secured and shall not be deleted without proper password protected authority.	The Data stored on TMDS shall be secured and shall not be deleted without proper password protected authority. Alternatively proper access protection might be provided by special service software on a password protected service computer, available only for commissioning and maintenance staff. **Explanation of Change Request:** The data in the subsystems can only deleted by means of a computer with special service software, available only for commissioning and maintenance staff. In normal case is no need to readout this data and even no need to delete this data. The data of the central diagnostic system is stored on a ordinary hard disk (solid state disk) with no password protection. In a normal case the central diagnostic transmits the data periodically without any operation needed by the train staff and it transmits automatically in case of special events defined by the customer (e.g. passing a red signal). Therefore there is only some data available and not yet transmitted. Since there is a lock giving access to the interface, there is a low risk of unauthorized access.	**Pending**

529	3/17/2014	Technical	J	8.17.1	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: a) Real-time telemetry.	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: a) telemetry. **Explanation of Change Request:** We can provide the telemetry function. Due to the unknown land side equipment and a possible reception interruption caused by the landside, the term "real time" should be removed.	**Pending**
530	3/17/2014	Technical	J	8.17.1	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: d) Real-time System alerts via email/text message.	The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Trainset: a) System alerts via email/text message in a pull approach **Explanation of Change Request:** We can provide the telemetry function. Due to the unknown land side equipment and a possible reception interruption caused by the landside, the term "real time" should be removed.	**Pending**
531	3/17/2014	Technical	J	8.17.7	The Fault log shall record any Fault/alarm generated in the most recent 168 hours. After the 168 hour period, the oldest Data shall be deleted and the newest Data shall be entered on a first-in/first-out basis.	Loss of alarm messages must be avoided in the most recent 168 hours by means of the train or the land side. **Explanation of Change Request:** The central diagnostic function stores all alarm messages until successfully transmitted to the land side. This is done periodically. There are means within the central diagnostics to avoid any kind of data loss (untransmitted data will be held on the hard disk). Since the transmission normally works properly and the volume of the hard disk is very high, we exceed the 168 hours on the central diagnostics but normally on the land side. In the local controls the memory is limited. Therefore there are means to reduce the number of alarms stored (e.g. circular buffers). Since all relevant alarms are transmitted to the central diagnostics, the memory of the local controls is only needed in very rare cases by the 2nd level maintenance to find the reason for complicated faults. There are means within the local controls to save relevant information even in case of full memory (e.g. storing the first and last three events of a particular event code and delete the other events between). The 168 hours cannot be guaranteed.	**Pending**
532	3/17/2014	Technical	J	8.17.8	It shall be possible to extract Data from the TMDS memory. The Contractor shall provide the PTU to view and analyze the retrieved Data. The information shall be downloaded to the PTU or removable USB memory storage Device. The Contractor shall provide all the necessary hardware and software to perform all necessary diagnostic functions.	The Contractor shall provide one PTU to view and analyze the retrieved Data. The information shall be downloaded to the PTU. The Contractor shall provide all the necessary hardware (e.g. cables) and software for this one PTU to perform all necessary diagnostic functions. **Explanation of Change Request:** The number of PTUs provided by the contractor on his own expense has to be fixed. Most of the service software is without license cost but exceptions apply (e.g. the service software for the brake control unit needs licenses with costs). Of course there are also hardware costs, but the computers are ordinary stuff. Additional test equipment will be a digital multimeter with true rms and a network tester. The are no means for automatic download to USB devices.	**Pending**
533	3/17/2014	Technical	J	8.17.9	Each Vehicle shall be provided with a TMDS Terminal Unit, including units that shall be installed in both Cabs of the Trainset. A Terminal Unit shall also be provided for the crew compartment. In addition to the requirements above, this unit shall also transmit Data to the crew member's display unit.	Access to the central diagnostic for maintenance purposes is given in each cab. The crew display of the train control system (i.e. not the passenger information system, cctv etc.) can also be connected from the cab. **Explanation of Change Request:** The TDMS of the proposed high speed train works slightly different. There is a central diagnostic system, collecting alarm messages from the subsystems and displaying to the engineer or to the crew depending on the content of the alarm. All alarms, including those for the maintenance, are transmitted to the land side automatically or in addition on manual request. All alarms necessary for the mentioned recipients are transmitted from the subsystems to the central diagnostic system on board. Therefor there is normally no need to read out the data from the local subsystem controllers as well as from the central diagnostic system. For some troubleshooting or maintenance purposes it will be necessary to connect the laptop computer of the maintenance staff with the local subsystem controllers. Therefore each interface is wired to particular place inside the train for easy access. But there is no central access point to all subsystems. Only few subsystems (ccu, tcu and engineer/crew computer displays fot the train control / central diagnostic functions) are connected via Ethernet. They can be connected at some places (e.g. cabs and crew compartment).	**Pending**

534	3/17/2014	Technical	J	8.20.12	During coupling procedures, ATO shall limit the Trainset speed to less than the maximum allowable coupling speed. ATO shall also limit the speed of the Trainset to less than the maximum allowable speed through a Train wash facility. If these values are exceeded, the ATC/PTC onboard Subsystem shall provide a predetermined penalty brake application to stop the Trainset.	During coupling procedures, the Trainset speed shall be limited to less than the maximum allowable coupling speed (except in emergency driving mode). The Trainset speed shall also limited to less than the maximum allowable speed through a Train wash facility. If these values are exceeded, the onboard Systems shall provide a predetermined penalty brake application to stop the Trainset. **Explanation of Change Request:** On the proposed high speed train both speed limits are done by the cruise control if the engineer selects the respective mode of the cruise control. If the ATO or ATC/PTC systems provide us with information about coupling / washing, we are able to enforce the limits without operations of the engineer. But right now we do not know exactly whether this systems provide us with the needed information. In case of emergency driving mode the cruise control and therefore the speed limitations are cut out to ensure the maximum performance of the train. If ATC/PTC is still active, it is able to enforce speed limits. The emergency drive mode is used in case of very heavy dysfunctions or very degraded functions of the train (e.g. due to fire aboard) to escape from tunnels etc. The engineer is not allowed to use this function to override speed limitations but due to safety reasons he is able to do so.	**Pending**
535	3/17/2014	Technical	J	8.21.1	The System shall be comprised of: b) A local diagnostics unit (carrying out of self-test at power up and during operation, detection and management of anomalies during the different phases of operation, signaling to the central diagnostics of the Trainset).	The System shall be comprised of: b) A local diagnostics unit (carrying out of self-test at power up and during operation if reasonable, detection and management of anomalies during the different phases of operation, signaling to the central diagnostics of the Trainset). **Explanation of Change Request:** Not all systems are able to carry out self tests. Specific systems will be delineated during the design phase.	**Pending**
536	3/17/2014	Technical	J	8.21.1	The System shall be comprised of: c) A local human-machine Interface (HMI) composed of a local display unit and of a local control unit (local operation test, isolation request, etc.) that monitors the health of all onboard Systems with status indicators.	The System shall be comprised of: c) A human-machine Interface (HMI) in the cabs and the crew compartment composed of a display unit and of a control unit that shows the operational status of some subsystems (e.g. doors, hvac, interior light) and also some main (sub-) systems (e.g. line voltage/current, tractive effort, brakes etc.) with living icons / bars. Alarm messages of all onboard systems having diagnostics are displayed on the diagnostic pages to the engineer (HMI located in the cab) and the crew (HMI located in the crew compartment) depending on the information they need. (e.g. alarms from the toilets ars displayed only to the crew, alarms from the ATC/PTC are displayed only to the engineer and some alarms only transmitted to the maintenance but displayed on the HMI in maintenance mode). **Explanation of Change Request:** The local subsystems have no HMIs, but only interfaces to the laptop computer of the maintenance staff. In the cab there is a (redundant) HMI for the engineer, showing the status of most relevant systems on dozens of different pages and also providing means to adjust settings (e.g. maximum line current) or to isolate systems (e.g. traction converters). Diagnostic information (alarm messages and their hints for troubleshooting) are displayed.	**Pending**
537	3/17/2014	Technical	J	8.21.1	A key objective is the ability to reprogram less critical functions, without the need for revalidation or extensive testing of critical Systems.	A key objective is the ability to reprogram less critical functions, with minimized need for revalidation or extensive testing of critical Systems. **Explanation of Change Request:** We understand the idea of this requirement. Often software of different safety levels is running in the same controller hardware, sharing the RAM etc. In case of changes we carry out an analysis of all impacts (intended and unintended in case of wrong implementation) according to the EN50128. There is testing after changing bases on the this analysis. This leads to - tailor made specific tests for every change - standardized regression tests and basic tests From our point of view there is no need to test all safety related functions again in case of changes.	**Pending**
538	3/17/2014	Technical	J	8.21.1	Where Safety is not compromised, automatic System resets shall be included where possible. Automatic resets shall be logged for Maintenance purposes. As far as practicable, selective resets shall be proposed to minimize reset time and the risks associated with any general reset.	It shall be possible to switch on and off the supply with battery voltage of the train from the operating cab. This may also be used to reset all Trainset systems at the same time. **Explanation of Change Request:** There are no means to reset one particular system elsewhere on the train from the drivers cab except switching off and on the complete supply with battery voltage (refer also to 5.2.1).	**Pending**
539	3/17/2014	Technical	J	12.3.39	To that end, the Trainset Interfaces and protocols shall be non-proprietary, utilize open standards and/or be documented such that the onboard radio systems and wayside communications systems can be provided by a separate, multiple-vendor Procurement.	To that end, the Trainset Interfaces and protocols to the trackside/landside shall be non-proprietary, utilize open standards and/or be documented or support by the supplier is available for changes such that the onboard radio systems and wayside communications systems can be provided by a separate, multiple-vendor Procurement. **Explanation of Change Request:** The interfaces between the Trainset and the trackside/landside are open standard or to be documented to the customers use. For example the interface of the passenger information systems to the landside systems uses standards like OpenVPN or http. Inside the train there are some communications with special protocols or interfaces (e.g. the modem for the diagnostic data). In all cases modifications need to be tested within our test labs.	**Pending**

540	3/17/2014	Technical	J	12.3.39	No onboard systems' Interfaces, protocols, features, hardware or software shall preclude any interfacing Contractor from interfacing to the onboard systems and providing end-to-end functionality and performance.	No onboard systems' Interfaces, protocols, features, hardware or software shall preclude any interfacing Contractor from interfacing to the onboard systems and providing end-to-end functionality and performance as long as the interfacing contractor meets all requirements of the trainside interface. Explanation of Change Request: Interfacing contractor needs to meet all requirements of the trainside interface.	**Pending**
541	3/17/2014	Technical	J	12.3.39	A no-motion bypass switch shall be included as part of the no-motion circuit, in the Cab area. This switch shall be enabled only when the brake cylinder pressure indicates a full service brake application. The bypass shall automatically disengage when the brakes are released and must be re-activated for each successive bypass. This bypass circuit shall permit Normal no-motion circuit status to be indicated to other Systems, including but not limited to, the door control and propulsion circuits. This reset action shall not prevent the no-motion check circuit from functioning and indicating a no-motion circuit Failure the next time that a no-motion circuit Failure occurs.	A no-motion bypass switch shall be included as part of the no-motion circuit, in the Cab area. This switch shall be enabled only when the brake handle indicates a full service brake application. The bypass shall automatically disengage when the brakes are released and must be re-activated for each successive bypass. This bypass circuit shall permit Normal no-motion circuit status to be indicated to the central door control but not to the local door control units. This reset action shall not prevent the no-motion check circuit from functioning and indicating a no-motion circuit Failure the next time that a no-motion circuit Failure occurs. **Explanation of Change Request:** Concerning the traction we see no need for this switch. In case of the central door release function there is no need due to the high reliability of the speed calculation software and since the threshold value is small but unequal to zero. Nevertheless we are able to provide this bypass switch for the central door release. In every car the local door control unit receives a still stand signal via copper wire from the brake control unit. If this signal fails or the brake control unit is switched of or out of service, the outside doors of this particular car cannot be released. Although one can try to override this wired signal by the requested switch, it is not recommended due to safety reasons. The brake systems of a high speed train differs from the brake system of a loco. Because of this we changed "brake cylinder pressure" to "brake handle".	**Pending**
542	3/17/2014	Technical	J	12.3.39	The speed sensing System shall continuously compare all axle speeds with the train speed, taking wheel diameter calibration Data into account. If any axle departs from its expected speed for a period of time longer than the time out of the wheel slip control System, this condition shall be signaled to the Operator through the diagnostic and monitoring System.	The speed sensing System shall continuously compare all axle speeds with the train speed. If any axle departs from its expected speed for a determined period of time, the respective speed sensor shall be considered as implausible and this condition shall be signaled to the Operator through the diagnostic and monitoring System. **Explanation of Change Request:** The monitoring of our speed sensors works properly without knowing the wheel diameter of each axle because the allowed differences are taken into account.	**Pending**
543	3/17/2014	Technical	J	8.11.3	Auxiliary power receptacles and jumper cables shall be installed on each end on both sides of the Trainset	Auxiliary power receptacles and jumper cables shall be installed on each end on both sides of the Trainset (last or next to last coach). Jumper cables must not be fixed part of the Trainset. **Explanation of Change Request:** Due to our standard auxiliary power receptacle, for shop supply are part of the APS-Converters and integrated in the last or next-to-last coaches on each train ends.	**Pending**
544	3/17/2014	Technical	J	8.11.3	The components shall allow 480 VAC to be supplied to a Trainset from a Maintenance facility standby power station, and auxiliary power distribution System when coupling two Trainsets without using adapters.	The components shall allow 480 VAC to be supplied to a Trainset from a Maintenance facility standby power station~~, and auxiliary power distribution System when coupling two Trainsets without using adapters.~~ **Explanation of Change Request:**	**Pending**
545	3/17/2014	Technical	J	4.1.2	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset.	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset. Product design including the corresponding Standards shall be submitted by the contractor for approval by the Owner. **Explanation of Change Request:** Air and creepage distances for electrical isolation are done in our trains by well proven standard EN50124-1 which is recommend for use in this project.	**Pending**
546	3/17/2014	Technical	J	8.22.7	Auxiliary power and control connectivity configurations shall be included at each end of the Trainset to accommodate the provision of auxiliary power and control signals to the disabled Trainset by either a Trainset or a rescue locomotive.	Auxiliary power shall be of redundant type or control connectivity configurations shall included at each end of the Trainset to accommodate the provision of auxiliary power and control signals to the disabled Trainset by either a Trainset or a rescue locomotive. **Explanation of Change Request:** Each of our Trainsets has a highly redundant APS system. Therefore APS systems of two Trainsets are not connected.	**Pending**

547	3/17/2014	Technical	J	4.1.2	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset.	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset. Product design including the corresponding Standards shall be submitted by the contractor for approval by the Owner. **Explanation of Change Request:** Our proposed auxiliary operating equipment fulfills the corresponding product standards (EN- or IEC-standard).	**Pending**
548	3/17/2014	Technical	J	4.1.2	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset.	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset. Product design including the corresponding Standards shall be submitted by the contractor for approval by the Owner. **Explanation of Change Request:** The proposed traction and auxiliary equipment fulfills the corresponding product standards (EN- or IEC-standard).	**Pending**
549	3/17/2014	Technical	J	8.9.1	The pantograph shall be of a proven design capable of current collection at all speeds up to 390 km/h (242 mph). The pantograph shall have an operating range for wire heights from 4.5 m (14.83 feet) to 7.5 m (24.5 feet).	For the Authority the pantograph shall be of a proven design capable of current collection at all speeds up to 390 km/h (242 mph). The pantograph shall have an operating range for wire heights ~~from 4.5 m (14.83 feet) to 7.5 m (24.5 feet).~~ as defined in Appendix B for Amtrak and Appendix C for the Authority. **Explanation of Change Request:** We intend to use two types of pantographs - one for speeds up to 390 km/h for the Authority with nominal wire height of 5310 mm (as defined in DCM chapter 21 section 21.6.2) and another for speeds up to 265.5 km/h for Amtrak for wire height up to 6.7 m on mainline track and for minor speed up to 7.3 m in yards.	**Pending**
550	3/17/2014	Technical	J	8.11.4	Local Fault logs, along with System status indicators shall be provided to aid troubleshooting activities.	Local Fault logs, along with System status indicators shall be provided to aid troubleshooting activities. Fault detection via service interface e.g. with service laptop (no part of APS) instead of local fault indicators on this ABS are also acceptable. **Explanation of Change Request:** There are no local fault indicators in the APS. Fault detection is done with a laptop which is connected to the APS für trouble shooting.	**Pending**
551	3/17/2014	Technical	J	4.1.2	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset.	The Contractor shall identify all Relevant Standards (e.g., APTA, EN, JIS, UIC, TSI, etc.) that have been referenced for the design of the Trainset. Product design including the corresponding Standards shall be submitted by the contractor for approval by the Owner. **Explanation of Change Request:** Battery design will be done according EN50547 with full load shedding at 0°C.	**Pending**
552	3/17/2014	Technical	J	12.2.12	b) The pantograph shall track the catenary wire at all speeds up to 265.5 km/h (165 mph) on Mainline track, with a gradient equal to 1/5 times the speed (in mph), and in conjunction with three overhead contact system designs, these are: The new constant Tension OCS currently under design for the New Jersey High Speed Rail Improvement Program, the current fixed termination OCS, and the North end Electrification constant tension OCS. The dynamics between the pantograph and the OCS shall be validated in accordance with the most current version of specification BS EN 50318 and by field test measurements of the three types of OCS according to most current version of specification BS EN 50317.	b) The pantograph shall track the catenary wire at all speeds up to 265.5 km/h (165 mph) on Mainline track, with a gradient equal to 1/5 times the speed (in mph), and in conjunction with three overhead contact system designs, these are: The new constant Tension OCS currently under design for the New Jersey High Speed Rail Improvement Program, the current fixed termination OCS, and the North end Electrification constant tension OCS. The dynamics between the pantograph and the OCS shall be validated in accordance with the most current version of specification BS EN 50318 and by field test measurements of the three types of OCS according to most current version of specification BS EN 50317. The Infrastructure Manager shall decide which of the two methods to measure the quality of current collection is to be used. **Explanation of Change Request:** Normally the compliance with the requirements for dynamic behavior between pantograph and OCS shall be verified by assessment of: 1. contact wire uplift and for quality of current collection, either 2. a) mean contact force and standard deviation or 2. b) percentage of arcing The infrastructure Manager shall decide which measurement system is to be used. prefer 1. and 2. b)	**Pending**
553	3/17/2014	Technical	J	12.3.34	The Trainset shall be designed to conform to the harmonic distortion limits/overvoltages Specified in DCM Chapter 20 – Traction Power Supply System, Section 20.7.7 (Harmonic Distortion Limits). The Contractor shall interface with the interfacing Contractor and/or Authority's representative to demonstrate compliance with these requirements.	The Trainset shall be designed to conform to reasonable harmonic distortion limits/overvoltages Specified in DCM Chapter 20 – Traction Power Supply System, Section 20.7.7 (Harmonic Distortion Limits). The Contractor shall interface with the interfacing Contractor and/or Authority's representative to demonstrate compliance with these requirements. **Explanation of Change Request:** The IEEE 519 (referred in DCM chapter 26.9.8.2 which is referred in DCM chapter 20.7.7) is a standard for industry products and not applicable railway application, especially not for safety requirements.	**Pending**

554	3/17/2014	Technical	J	12.2.13	The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following: b) Amtrak Drawing A-60-7659. (Drawing is attached to this Specification).	The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following : b) Amtrak Drawing A-60-7659. (Drawing is attached to this Specification). <u>Reasonable exceptions from these EMC Limits shall be submitted by the contractor for approval by the Owner</u> **Explanation of Change Request:** It's not possible to meet the limit e.g. caused by harmonic distortion of the power supply / OCS. Based on our experience EMC-levels will be kept within the reasonable limits.	**Pending**
555	3/17/2014	Technical	J	8.9.3	The pantograph shall have weak points integrated throughout its structure that break to allow the pantograph to lower and prevent excessive wire damage in the event of entanglement with the OCS. The pantograph mounting design shall limit the chances of pantograph debris breaching the Trainset roof.	The pantograph shall have weak points integrated throughout its structure that break <u>or other means</u> to allow the pantograph to lower and prevent excessive wire damage in the event of entanglement with the OCS. The pantograph mounting design shall limit the chances of pantograph debris breaching the Trainset roof. **Explanation of Change Request:** We intend to install pantographs with an automatic dropping device. This device automatically drops the pantograph head if a contact strip becomes sufficiently damaged in any position along its length so as to not cause consequential damage to the OCS Equipment. The automatic dropping device is sufficient to ensure the safety requirements for the interaction between the pantograph and the OCS.	**Pending**
556	3/17/2014	Technical	J	8.10.7	Propulsion System components shall be protected from damage due to cooling Failure and from water ingestion into the cooling air supply. If forced air cooling is provided, high voltage elements shall be isolated from the cooling air stream. There shall be no electrically live external surface of enclosures. Liquid cooling Systems shall be sealed and all components shall be rated for continuous exposure to the liquid. Environmentally friendly, non-toxic, biodegradable, non-flammable or fire-resistant, and non-conductive liquid compounds shall be used.	Propulsion System components shall be protected from damage due to cooling Failure and from water ingestion into the cooling air supply. If forced air cooling is provided, high voltage elements <u>except brake resistors</u> shall be isolated from the cooling air stream. There shall be no electrically live external surface of enclosures. Liquid cooling Systems shall be sealed and all components shall be rated for continuous exposure to the liquid. Environmentally friendly, non-toxic, biodegradable, non-flammable or fire-resistant, and non-conductive liquid compounds shall be used. **Explanation of Change Request:** Brake resistors will be assembled by serial resistor banks. These banks are not isolated itself. The isolation to the enclosure is realized by air- and creep age distance. The brake resistors are forced air cooled. The cooling air passes directly over the resistor banks.	**Pending**
557	3/17/2014	Technical	J	8.10.5	When operating the Trainset with one failed traction module, loss of 50% of its traction power, or train pushing or towing a disabled Trainset under maximum load from any point of the route to the end of the line, making all station stops and observing all speed restrictions, there shall be: a) No Equipment damage b) No activation of any protective Devices. c) No heating above design limits. d) No reduction of the life of the traction motors below the design life of the Trainset.	When operating the Trainset with one failed traction module, loss of 50% of its traction power, or train pushing or towing a disabled Trainset under maximum load from any point of the route to the end of the line, making all station stops and observing all speed restrictions, there shall be: a) No Equipment damage b) No activation of any protective Devices <u>which is obstructive to this operating mode.</u> c) No heating above design limits. d) No reduction of the life of the traction motors below the design life of the Trainset. **Explanation of Change Request;** The mode of operation with loss of 50 % of traction power or similar is a considered design criteria. Nevertheless our proposed propulsion system is self protecting, which might result in activation of some protective functions (realized in software).	**Pending**
558	3/17/2014	Technical	J	8.12.4	Braking resistors, if used, shall be double insulated and sized for duty cycles without any dependency upon Regenerative Braking to dissipate all Dynamic Braking energy. Power dissipating resistors shall be adequately ventilated to prevent overheating under worst-case operating conditions. Power dissipation grids shall be designed and installed with sufficient isolation to prevent combustion between resistor elements and combustible material.	Braking resistors, if used, shall be double insulated and sized for duty cycles without any dependency upon Regenerative Braking to dissipate all Dynamic Braking energy <u>commanded by the brake management system.</u> Power dissipating resistors shall be adequately ventilated to prevent overheating under worst-case operating conditions. Power dissipation grids shall be designed and installed with sufficient isolation to prevent combustion between resistor elements and combustible material. **Explanation of Change Request:** Brake resistors dissipate all the electric braking energy they are designed for. Due to our experience the available space and weight for brake resistors on high speed trains will not allow to dissipate the whole dynamic braking energy of the traction motors in any case. This is considered by the brake management system.	**Pending**

559	3/17/2014	Technical	J	8.12.1	Provisions shall be made to allow release of the Trainset parking brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack), in emergency situations (i.e., Trainset stop in a tunnel), when the power from the Trainset batteries is not available.	It shall be possible to move the Trainset in emergency situations (i.e., Trainset stop in a tunnel), when the power from the Trainset batteries is not available, e.g. by provisions which allows to release the Trainset parking brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack). **Explanation of Change Request:** 1.) Our proposed Trainset will be equipped with spring loaded brake cylinders. In case of the failure "broken hose", which leads to applying the spring loaded brake cylinders of the respectively car, the train control initiates a train stop. It is foreseen that the staff isolates the faulty brake cylinder by operating an isolation cock onto the brake module from the car exterior, followed by an emergency release of the brake cylinder. If accessibility from the car exterior is not possible (tunnel etc.), it is possible to move the train nevertheless, either powered by itself or by the rescue vehicle. Our proposed train is designed to fulfill (among others) TSI RST 4.2.7.2.4.2, which handles fire protection and long tunnels. Our proposed train is assigned to case B. In this context it is proven to run under certain conditions, e.g. 15 minutes with 80 km/h (~50 mph) with park brake applied; longer times respectively longer distances with lower speeds than 50 mph accordingly. Therefore we consider the special provisions for releasing park brakes as not necessary. Furthermore, external battery packs throw up safety relevant items, e.g. unintentionally cross powering, and is therefore not preferred. 2.) The battery concept 110VDC is redundant, so it is improbable that absolute no batteries power is available.	**Pending**
560	3/17/2014	Technical	J	8.12.2	If tread brakes are not part of the Trainset friction brake design, alternative provisions shall be made to account for tread cleaning.	If tread brakes are not part of the Trainset friction brake design, alternative provisions shall be made to account for tread cleaning <u>if the supplier considers tread cleaning as necessary.</u> **Explanation of Change Request:** All of our High Speed Trains are not equipped with tread brakes, they use disc brakes mounted on wheels and axles. According to our experience with high speed trains tread cleaning is not necessary for EMUs with distributed traction systems.	**Pending**
561	3/17/2014	Technical	J	8.12.2	The function shall operate with all wheel sizes, new through condemning, and shall periodically self-calibrate wheel speed to compensate for wheel wear to maintain performance of at least 90% efficiency.	The function shall operate with all wheel sizes, new through condemning, and shall <u>have a performance of at least 90% efficiency.</u> **Explanation of Change Request:** Based on our experience with high speed trains self-calibrating of the wheel diameter is not necessary for proper working of WSP. All of our High Speed Trains use the proven design pneumatic WSP system, which is designed and homologated to meet UIC 545-05. In UIC systems it is not allowed to use variable parameters, e.g. wheel diameters. Therefore the mean wheel diameter of a reference wheel is fixed inside the WSP-controller. Within a WSP wheel group, the wheel diameters are steadily and automatically adjusted to a predefined reference wheel.	**Pending**
562	3/17/2014	Commercial	B	General	-	Add a provision setting forth a mutual waiver of consequential damages as follows: "Notwithstanding any other provisions in the Contract or the applicable law, except in respect of the express Liquidated Damages provisions under the Contract, neither Party shall be liable to the other whether by way of indemnity or breach of statutory duty or in contract (including negligence) for loss of profit or revenue, loss of use, loss of production, loss of generating capacity, loss of contract, cost of replacement transportation, financing charges or cost of capital, or for any financial or economic loss or for any special, indirect, incidental or consequential damage whatsoever except in cases of gross negligence or wilful misconduct of the Contractor, Affiliates, Subcontractors or of their respective executives, employees, agents or dealers or in case of personal injury or death." Explanation of Change Request: This proposed provision will allow Contractor to better assess its risk profile under the Contract and ultimately provide better value to the Owner.	**Pending**
563	3/17/2014	Commercial	B/E	General	-	It appears that the language in the Authority General Conditions and Amtrak General Conditions is very similar if not the same in most provisions. As a result, any Exception set forth herein that is stated as applicable to either Document B or E, but is also mirrored in the corresponding set of General Conditions for either Amtrak or the Authority, should be assumed for the purposes of this spreadsheet to be applicable as though such Exception was included in both documents.	Since there are differences between the Amtrak Contract and the Authority Contract, questions for the Amtrak Contract will be answered only for the Amtrak Contract and questions for the Authority Contract will be answered only for the Authority Contract. If Offerors think the Contracts are similar they should ask two questions, one for Amtrak and one for the Authority.
564	3/17/2014	Commercial	B	Sec. 1	F	Delete this definition. **Explanation of Change Request:** The term Fit for Purpose leaves the requirements ambiguous in terms of level of quality, safety, etc. at the time of Contract signature.	Amtrak is not agreeable to making the requested change.

565	3/17/2014	Commercial	E	Sec. 1	"Owner Delay" means unavoidable Delays arising from the following matters and no others: (a) Uncovering, removing and restoring Work, to the extent provided in Article 8.8. (b) Owner's failure to provide responses to proposed schedules, design submittals or other submittals and matters for which response by Owner is required within the time periods indicated in the Contract. (c) Owner's failure or inability to provide Contractor with access to the Test Track and / or Maintenance Facilities by the deadline for such access in Article 24.	"'Owner Delay' means Delays arising from the acts or omissions of Owner or its other separate contractors, including but not limited to the following matters:…" **Explanation of Change Request:** Contractor should be entitled to relief for all of Owner's potential Delays during execution of the Project.	**Pending**
566	3/17/2014	Commercial	B	Sec. 12.3	Time is of the essence in this Contract.	"Time with respect to the Delivery Schedule for the Trainsets is a material element of this Contract." **Explanation of Change Request:** The original language does not specify the salient timeframes of important to Owner. The modified language clearly specifies the Delivery Schedule deadlines as "material" and, if not met, would enable Owner to make a claim for material breach of the Agreement.	Amtrak is not agreeable to making the requested change.
567	3/17/2014	Commercial	B	Sec. 12.1	If the conditions prerequisite to issuance of a Certificate of Acceptance or Certificate of Conditional Acceptance have not been met by Contractor with respect to any or all of the Trainsets by the time (the "Delivery Schedule") specified in the Contract for such conditions to have been met, or any extension of such time granted pursuant to the terms of the Contract, Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages, the following amounts: a. $100,000 per day, per Trainset, for up to 90 days of delay; b. $200,000 per day, per Trainset, for between 91 – 180 days of delay; and c. $250,000 per day, per Trainset, for beyond 180 days of delay.	"...Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages, the following amounts: a. $12,000 per day, per Trainset, for up to 90 days of delay; b. $20,000 per day, per Trainset, for between 91 – 180 days of delay; and c. $38,000 per day, per Trainset, for beyond 180 days of delay." Explanation of Change Request: The Liquidated Damages rates set forth in this Contract are unreasonably high and we propose inserting the rates set forth in the Authority General Conditions.	**Pending**
568	3/17/2014	Commercial	B	Sec. 31.3.A.	Contractor hereby grants to Amtrak an irrevocable, fully paid-up right and license under the Intellectual Property to make and use any and all products, methods and services, and to use, copy, have copied, modify, have modified, incorporate in other products, prepare derivative works from, have derivative works prepared from, and distribute any and all copyrightable works, in each case in connection with and limited to Allowable Uses. As used herein, "Intellectual Property" shall mean all rights and interests held or otherwise controlled by Contractor worldwide in and to (a) any and all patent applications and patents; (b) any and all proprietary knowledge, data and trade secrets; (c) any and all engineering data and information; and (d) any and all drawings, designs, specifications, notes and other works, prepared, developed or acquired in performance of the design services component of the Work (collectively, the "Equipment Design Documents") or in the performance of the Design/Build Services (collectively, the "Design Procurement Documents").	"Contractor hereby grants to Amtrak an irrevocable, fully paid-up right and license under the Intellectual Property to use, maintain and repair any and all products and to use and copy any and all copyrightable works, in each case in connection with and limited to Allowable Uses." Explanation of Change Request: The license proposed under the Amtrak language is overly broad and we proposed a reasonable limitation of such license.	**Pending**
569	3/17/2014	Commercial	B	Sec. 31.3.B.	In addition, Contractor shall cause each and every Subcontractor to grant to Amtrak an irrevocable, fully paid-up right and license under the Subcontractor Intellectual Property, to make and use any and all products, methods or services, and to use, copy, have copied, modify, have modified, incorporate in other products, prepare derivative works from, have derivative works prepared from, and distribute any and all copyrightable works, in each case in connection with and limited to Allowable Uses.	"...an irrevocable, fully paid-up right and license under the Subcontractor Intellectual Property to use, maintain and repair any and all products, and to use and copy any and all copyrightable works, in each case in connection with and limited to Allowable Uses." Explanation of Change Request: See above.	**Pending**

570	3/17/2014	Commercial	B	Sec. 31.5.1(a).	Release Conditions. As used in the Contract, "Release Condition" shall mean the occurrence of any of the following events with respect to Contractor during the term of Amtrak's rights hereunder: (a) if Contractor materially breaches an express obligation with respect to the Contract, which breach is proximately caused by Contractor's acts or omissions, then Amtrak shall so notify Contractor in writing in accordance with the notice provisions set forth in the Contract ("Breach Notice"), specifying in reasonable detail the basis for Amtrak's claim of breach. Amtrak shall serve a copy of the Breach Notice simultaneously upon the escrow agent under the Escrow Agreement. At the same time that Amtrak delivers the Breach Notice, it may also deliver notice to the escrow agent under the Escrow Agreement), with a copy to Contractor, requesting a release of the Escrow Materials (a "Release Notice"). The Release Notice will commence the thirty (30) business day period under the Escrow Agreement, if such thirty (30) business day period is required, for Contractor to issue contrary instructions. Contractor shall (i) cure such breach during the thirty (30) day period immediately following its receipt of the Breach Notice ("Cure Period"); or (ii) if such breach is of a nature such that it is not capable of being cured within such period, (A) provide Amtrak a plan for cure that will cure the breach within sixty (60) days from the date of the Breach Notice (the "Extended Cure Period") and (B) commence acting on such plan during the initial Cure Period. If Contractor fails to meet its obligations under (i) and (ii) above or	"…(a) Intentionally omitted." **Explanation of Change Request:** Release conditions to Car builder's Materials Escrow should only occur upon bankruptcy or liquidation, not a simple breach event.	**Pending**
571	3/17/2014	Commercial	B	Sec. 31.5.1(d).	(d) the parties have entered into a good faith dispute and Contractor ceases providing services or work similar to those provided for under the Contract prior to the final conclusion of the dispute resolution process set forth in Article 35 "Claims and Disputes"; provided that no such release condition will be deemed to have occurred if (i) Contractor has obtained a court order allowing it to cease performance of the Contract or (ii) Amtrak has failed to pay undisputed invoices or make milestone payments for the Work for ninety (90) days following written receipt of notice of breach from Contractor.	…(d) Intentionally omitted. **Explanation of Change Request:** See above.	**Pending**
572	3/17/2014	Commercial	B	Sec. 31.6.3	Establishment of Escrow. The escrow shall be established and maintained by Contractor. The first ten (10) years of the escrow period, shall be maintained at the sole expense of Contractor. After ten (10) years, Contractor shall continue to maintain the escrow with responsibility of payment to be borne by Amtrak. The deposit made with the escrow agent shall be kept current so as to accurately reflect the then current version of the Escrow Materials and promptly updated by Contractor following each material Upgrade, modification or enhancement thereto. Contractor shall designate a mutually acceptable neutral third party that, at the expense and request of Amtrak made from time to time, may audit the materials deposited with the escrow agent for purposes of determining whether Contractor has fulfilled its deposit obligations. Contractor will promptly, at its expense, correct any deficiency disclosed by the audit.	"The escrow shall be established and maintained by Contractor until issuance of the Certification of Fleet Acceptance. The deposit made with the escrow agent shall be kept current so as to accurately reflect the then current version of the Escrow Materials and promptly updated by Contractor following each material Upgrade, modification or enhancement thereto. Contractor shall designate a mutually acceptable neutral third party that, at the expense and reasonable request of Amtrak made from time to time, may audit the materials deposited with the escrow agent for purposes of determining whether Contractor has fulfilled its deposit obligations. Contractor will promptly, at its expense, correct any deficiency disclosed by the audit." Explanation of Change Request: The length of time for establishment and maintenance of the escrow should be limited to the Contract Time to enable Amtrak to receive the documents necessary to carry out the operation of the (No Suggestions) reasonably limit the maintenance costs of such escrow.	**Pending**
573	3/17/2014	Commercial	B	Sec. 59.1	"Amtrak shall have the right to review and approve all insurance policies."	Modify to read: "Amtrak shall have the right to review and approve all insurance certificates applicable to the Project." Explanation of Change Request: Insurance certificates will provide adequate assurance of the insurance to be provided by Contractor. Make this a global change with "insurance certificates" in place of "insurance policies" throughout Article 59.	Amtrak is not agreeable to making the requested change.
574	3/17/2014	Commercial	B	Sec. 2.3	"If any uncertainty remains after reference to the above hierarchy, the Contractor shall then confer…the Contracting Official or his authorized representative."	Add the following language to end of this provision: ", unless disputed in writing by Contractor, in which case the Parties shall proceed in accordance with the dispute provisions set forth in Article 35 below." Explanation of Change Request: This language will clarify the Parties actions in the event of a dispute in interpretation.	**Pending**
575	3/17/2014	Commercial	B	Sec. 2.6, Para. 1	"It shall be the Contractor's responsibility to study the Contract…inconsistencies or omissions therein."	Modify to read: "Contractor shall report in writing to the COTR, any errors, inconsistencies, or omissions discovered in the Contract Documents." Explanation of Change Request: Amtrak should be responsible for its own errors or omissions and such risk should not be transferred to the Contractor.	**Pending**

576	3/17/2014	Commercial	B	Sec. 2.6, Para. 2	"The Contractor is under an obligation to control…fulfill the provisions of this Contract in all respects."	Modify to read: "Errors or omissions in the Specification, drawings or other supplementary conditions supplied by Amtrak shall entitle Contractor to seek an equitable adjustment in time and price to the extent that such errors or omissions cause additional expenditures or impact the schedule." Explanation of Change Request: Amtrak should be responsible for its own errors or omissions and such risk should not be transferred to the Contractor.	**Pending**
577	3/17/2014	Commercial	B	Sec. 2.10	The Trainsets specified herein shall embody all of the latest…shall be of the best engineered design for the service intended."	Modify to read: "The Trainsets specified herein shall embody such improvements available to Contractor at the time of signature of the Contract and shall be as specified thereunder." Explanation of Change Request: Contractor cannot plan for improvements and proven development s for "Next Generation" Trainsets.	**Pending**
578	3/17/2014	Commercial	B	Sec. 3.1	"…the Trainsets shall operate, for the service life of the Trainsets (thirty (30) years) as defined in the Contract."	Modify to read: "…the Trainsets shall operate, for the estimated service life of the Trainsets (thirty (30) years) as defined in the Contract." **Explanation of Change Request:** Contractor is not providing a 30-year warranty under this Contract.	**Pending**
579	3/17/2014	Commercial	B	Sec. 3.3	"The Contractor shall supervise and direct the Work, using its best skill and attention."	Modify to read: "The Contractor shall supervise and direct the Work, using that degree of skill and attention exercised by other experienced vehicle suppliers on similar projects operating under similar conditions."	Amtrak is not agreeable to making the requested change.
580	3/17/2014	Commercial	B	Sec. 6.2	"Contractor shall furnish and maintain during the term of the Contract….and carrying a financial rating from A.M. Best Company of A VIII or better."	Modify to remove the following language from this sentence: "and carrying a financial rating from A.M. Best Company of A VIII or better." Explanation of Change Request: Financial ratings are in a contact state of flux in the current economic environment and as a result, the Car builder proposes to remove this requirement.	Amtrak is not agreeable to making the requested change.
581	3/17/2014	Commercial	B	Sec. 6.3	See above regarding Sec. 6.2.	See above regarding Sec. 6.2.	Amtrak is not agreeable to making the requested change.
582	3/17/2014	Commercial	B	Sec. 6.4	See above regarding Sec. 6.2.	See above regarding Sec. 6.2.	Amtrak is not agreeable to making the requested change.
583	3/17/2014	Commercial	B	Sec. 7.5	"The Contractor shall supply to Amtrak the Capital Spares listed in Schedule 7…and shall ensure that all Amtrak Owner Special Tools are Fit for Purpose and meet the requirements of the Contract."	Modify to remove the following language from this sentence: "are Fit for Purpose." **Explanation of Change Request:** The term Fit for Purpose leaves the requirements ambiguous in terms of level of quality, safety, etc. at the time of Contract signature.	Amtrak is not agreeable to making the requested change.
584	3/17/2014	Commercial	B	Sec. 7.6	"The Contract shall supply to Amtrak the Special Tools specified in Schedule 7…are Fit for Purpose and meet the requirements of the Contract."	Modify to remove the following language from this sentence: "are Fit for Purpose." **Explanation of Change Request:** The term Fit for Purpose leaves the requirements ambiguous in terms of level of quality, safety, etc. at the time of Contract signature.	Amtrak is not agreeable to making the requested change.
585	3/17/2014	Commercial	B	Se. 8.2.5	-	Propose the following new language: "The failure of Amtrak to attend a scheduled inspection shall not delay or prevent Contractor from proceeding from the Work as if Amtrak had witnessed and approved of such inspection." Explanation of Change Request: Contractor should not be delayed by the acts or omissions of Amtrak.	Amtrak is not agreeable to making the requested change.
586	3/17/2014	Commercial	B	Sec. 10.1	"Any milestone based on acceptance or conditional acceptance…for such Trainset is issued."	Modify to read: "Any milestone based on acceptance or conditional acceptance of a Trainset shall be deemed achieved on the last day of the month in which a Certificate of Acceptance or Certificate of Conditional Acceptance, as applicable, for such Trainset was to be issued, but was delayed due to the act or omission of Amtrak." Explanation of Change Request: Contractor should not be required to accept risk of late payment in the event that Owner fails to issue a Certificate as required under the Contract.	**Pending**
587	3/17/2014	Commercial	B	Sec. 12.1, Para. 1	-	Add the following language at the end of the 1st paragraph: "subject to a cap of ten percent (10%) of the Contract Value." **Explanation of Change Request:** Liquidated Damages for delay need to be capped.	**Pending**
588	3/17/2014	Commercial	B	Sec. 13.1	"Contractor covenants and warrants to Amtrak that each Trainset…in conformance with all requirements of the Contract."	Modify to read as follows: "Contractor covenants and warrants to Amtrak that each Trainset, Special Tool and all parts thereof shall be new, free from defects in design, material and workmanship in conformance with all material requirements of the Contract." Explanation of Change Request: These revisions are proposed to clarify the terms of the warranty provided by Contractor.	Amtrak is not agreeable to making the requested change.
589	3/17/2014	Commercial	B	Sec. 13.2	-	Delete this provision. **Explanation of Change Request:** The warranty for electric and mechanical systems is inherent in the warrant set forth in Section 13.1.	Amtrak is not agreeable to making the requested change.
590	3/17/2014	Commercial	B	Sec. 13.3, Para. 1	"The warranties specified under this Article shall commence…is put into Amtrak or Authority revenue service."	Modify to read as follows: "The warranties specified under this Article shall commence upon the issuance of a Certificate for Provisional Acceptance, upon deemed Provisional Acceptance in the event that Amtrak fails to issue a Certificate of Provisional Acceptance within 30 days after receipt of Contractor's written notice that it has fulfilled the conditions necessary to achieve Provisional Acceptance." Explanation of Change Request: The warranties should commence when the Trainset is capable of being used for revenue service.	**Pending**

591	3/17/2014	Commercial	B	Sec. 13.3, Table	-	Change the Length of Warranty Period to 5 years in all cases. Explanation of Change Request: Contractor is not in control of maintenance of the cars and cannot provide a warranty for beyond the five year limit without unnecessarily increasing the price of its proposal.	Amtrak is not agreeable to making the requested change.
592	3/17/2014	Commercial	B	Sec. 13.20	"In the event the Contractor is unable or fails within the time prescribed…use its own forces for the performance of the Work."	Modify to read as follows: "In the event the Contractor is unable or fails within the time prescribed to commence and diligently pursue the corrective work, Amtrak may, upon written notice to the Contractor, may contract with a mutually agreed third party or to use its own forces for the performance of the Work." Explanation of Change Request: The time frames set forth in Article 13 may not allow for full completion of the corrective work.	Amtrak is not agreeable to making the requested change.
593	3/17/2014	Commercial	B	Sec. 13.21	"It is understood and agreed…pursuant to the warranty herein contained."	Modify to read as follows: "It is understood and agreed that time is a material element in respect to all corrective work to be commenced or diligently pursued pursuant to the warranty herein contained." Explanation of Change Request: Contractor acknowledges that time is material to this Contract, but the timeframes may not fully support completion of the corrective work as drafted.	Amtrak is not agreeable to making the requested change.
594	3/17/2014	Commercial	B	Article 16	There exists no right of termination for default by the Contractor.	Propose adding a new provisions under which Contractor may terminate the Contract for Default in the event that Amtrak fails to pay Contractor all undisputed amounts within ninety days after such payment is due.	**Pending**
595	3/17/2014	Commercial	B	Sec. 32.1	"Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against…as a result of Contractor's failure to perform its obligations in compliance with the Contract."	Modify to read as follows: "Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fins, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively 'Claims'), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of third party bodily injury or death, or damage to or loss (including loss of use) of any third party property to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of Contractor, Contractor's officers, employees agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract." Explanation of Change Request: Indemnity by Contractor was overly broad and has been reasonably modified.	**Pending**
596	3/17/2014	Commercial	E	Sec. 31.1	"Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against…as a result of Contractor's failure to perform its obligations in compliance with the Contract."	Modify to read as follows: "Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fins, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively 'Claims'), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of third party bodily injury or death, or damage to or loss (including loss of use) of any third party property to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of Contractor, Contractor's officers, employees agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract." Explanation of Change Request: Indemnity by Contractor was overly broad and has been reasonably modified.	**Pending**
597	3/17/2014	Commercial	B	Sec. 40.3	"All time limits stated in the Contract are of the essence."	Delete this sentence. **Explanation of Change Request:** Areas where time is a material element are addressed separately throughout the document.	Amtrak is not agreeable to making the requested change.
598	3/17/2014	Commercial	B	Sec. 16.1	"Amtrak may, by written notice to Contractor, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to deliver Trainsets within the time specified herein; (2) failure to make progress, so as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestone; (4) failure of Trainsets to conform with all requirements of this Contract; (5) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (6) noncompliance with the Laws or the proper instruction of Amtrak; (7) failure to comply with Amtrak's rules or breach of or failure to comply with any other provision of the Contract. Amtrak, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured within ten (10) days of Contractor's receipt of a written notice of default from Amtrak. Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Trainsets within the time specified herein. In the event that Contractor's default is not excused or cured to the satisfaction of Amtrak, Amtrak may terminate the Contract in whole or in part and reprocure the Trainsets from another source, in which event Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak and (2) any Excess Costs to Amtrak relating to the reprocurement. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and	Modify to read as follows: "Subject to a thirty (30) day cure period, Amtrak may, by written notice to Contractor, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its material obligations under the Contract as follows: (1) failure to deliver Trainsets or meet other milestones within the time specified herein such that the cap for Liquidated Damages has been reached in accordance with Section 12.1; (2) failure of Trainsets to conform with all material requirements of this Contract; (3) failure, without cause, to make prompt payment of all undisputed amounts to Subcontractors or to make prompt payment for equipment, materials and/or labor; (4) noncompliance with the Laws; (5) persistent failure to comply with any other material provision of the Contract. Amtrak, at its option and in its sole discretion, may excuse any such default for the reasons set forth below. In the event that Contractor's default is not excused or cured to the satisfaction of Amtrak, Amtrak may terminate the Contract in whole or in part and reprocure the Trainsets from another source, in which event Contractor shall be liable for any Excess Costs to Amtrak relating to the reprocurement. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect." Explanation of Change Request: The suggested modifications to this provision provide Contractor with a reasonable cure period for any default. Additionally, the proposed language revises the express events that would trigger Amtrak's right to terminate the Contract for default and redefines the remedies available to Amtrak upon such termination.	**Pending**

599	3/17/2014	Commercial	B	Sec. 16.2	"If Amtrak terminates this Contract, in whole or in part, whether for convenience or for default, Contractor shall not be entitled to receive any further payment for the terminated Services."	Modify to read as follows: "If Amtrak terminates this Contract, in whole or in part for default, Contractor shall not be entitled to receive any further payment for the terminated Services." Explanation of Change Request: This provision is applicable only to terminations for default, as Contractor would be entitled to payment under a termination for convenience.	Amtrak is not agreeable to Offeror's change request. Pursuant to Article 16.2, if Amtrak terminates the Work for any reason, Contractor will not be compensated for the terminated Work, i.e. work not yet performed by Contractor. See Article 17.3 for a discussion of Termination Expenses that Contractor will be compensated for by Amtrak in the event of a Termination for Convenience.
600	3/17/2014	Commercial	B	Sec. 16.3(d)	"Furnish Amtrak with a release of all claims against Amtrak, including all claims by Subcontractors, and including a release of all Claims related to Work completed in accordance with the Contract, to the extent Amtrak has made payment in respect thereof in accordance with Article 44."	Delete this provision. **Explanation of Change Request:** At the moment, this provision applies to terminations for default and convenience. As a result, it might not be possible to provide such releases at the time of termination.	**Pending**
601	3/17/2014	Commercial	B	Sec. 16.3(h)	"To the extent reasonably required by Amtrak, settle all outstanding liabilities and all claims arising out of the termination without cause of subcontracts, with the approval of Amtrak."	Delete this provision. **Explanation of Change Request:** This provision is not clear as drafted and provides no further protection to Owner than the provision set forth in other subparagraphs of Sec. 16.3.	Amtrak is not agreeable to making the requested change.
602	3/17/2014	Commercial	B	Sec. 16.3(h)	"Transfer title to Amtrak and deliver in the manner, at the time, and to the extent, if any, directed by Amtrak (1) the fabricated or un-fabricated parts, Work in progress, dies, jigs, fixtures, plans, drawings, information, contract rights, completed Work, supplies, and other material and other property produced as a part of, or acquired in connection with the performance of, the terminated Work, including without limitation all books, files and records relating to the Project, and (2) the completed or partially completed plans, drawings, fabrication drawings, information, and any other property which, if this Contract had been completed, would have been required to be furnished to Amtrak;"	Modify to read as follows: "To the extent that payment was received from Amtrak, transfer title to Amtrak and deliver in the manner, at the time, and directed by Amtrak (1) the fabricated or un-fabricated parts, Work in progress, completed Work, and supplies, produced as a part of, or acquired in connection with the performance of, the terminated Work, and (2) the completed or partially completed plans, drawings, fabrication drawings, information, and any other property which, if this Contract had been completed, would have been required to be furnished to Amtrak;" Explanation of Change Request: The transfer of title should be commensurate with payment by Amtrak.	Amtrak is not agreeable to making the requested change.
603	3/17/2014	Commercial	B	Sec. 16.3(j)	"To the extent requested by Amtrak, use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Official, any property of the types referred to in Article 16.3(i) above, provided, however, that Contractor (1) shall not extend credit to any purchaser, and (2) may acquire any such property under the conditions prescribed and at a price or prices approved by the Contracting Official; and provided, further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Amtrak to Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by the Contract or paid in such other manner as the Contracting Official may direct;"	Delete this provision. **Explanation of Change Request:** This provision appears to place an administrative burden on Contractor that, especially for terminations for convenience, would be unwarranted.	Amtrak is not agreeable to making the requested change.
604	3/17/2014	Commercial	B	Sec. 16.6	"The rights and remedies of Amtrak in this Article are in addition to any other rights and remedies provided by law or in equity or otherwise provided under this Contract."	Delete this provision. **Explanation of Change Request:** The rights and remedies upon termination should be exclusive to allow Contractor to understand the boundaries of its risk.	**Pending**
605	3/17/2014	Commercial	B	Sec. 18.4	"In the event Contractor elects to remove any individual proposed as Contractor's Key Personnel from the Project without the Contracting Official's approval, Contractor shall pay to Amtrak the specified assessment for each individual removed during the time period indicated below. First Year of Contract: $1,000,000 Second Year of Contract: $500,000 Third Year of Contract: $100,000 Remaining period of Contract: $50,000"	Delete this provision. **Explanation of Change Request:** These assessments are merely penalties, which do not address the actual damages that might be incurred by Amtrak.	See Q231
606	3/17/2014	Commercial	B	Sec. 18.5	"The assessments apply only if Contractor removes Contractor's Key Personnel without the Contracting Official's approval."	Delete this provision. **Explanation of Change Request:** See above regarding Sec. 18.4	Amtrak is not agreeable to making the requested change.

607	3/17/2014	Commercial	B	Sec. 22.1	"Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Amtrak in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by the Contracting Official; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose. Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries."	Delete this provision. **Explanation of Change Request:** The confidentiality of Confidential or proprietary documentation and information must be protected by Amtrak.	Amtrak is not agreeable to making the requested change.
608	3/17/2014	Commercial	B	Sec. 22.4-22.6	See General Conditions.	These provisions should be made reciprocal, such that the confidentiality of Car builder information is also protected.	Amtrak is not agreeable to making the requested change.
609	3/17/2014	Commercial	B	Sec. 29.1	"After the Work has been started, Contractor shall not suspend the Work without permission of the Contracting Official or his designated representative."	Modify to read as follows: "After the Work has been started, Contractor shall not suspend the Work without permission of the Contracting Official or his designated representative, unless Amtrak fails to pay all undisputed amounts owed to Contractor within thirty (30) days after such payment is due." Explanation of Change Request Contractor must not be required to continue to perform Work without payment.	Amtrak is not agreeable to making the requested change.
610	3/17/2014	Commercial	B	Sec. 29.2	"In addition to any other rights afforded to Amtrak under this Contract to suspend the Work, Amtrak shall have the right at any stage of the Work, to suspend operations thereon, or upon any part thereof, either for a time named or indefinitely, by giving Contractor ten (10) days written notice. If Amtrak suspends the Work in whole for more than one hundred and eighty (180) days, Contractor may terminate the Contract without liability to Amtrak, provided that such right may be exercised (1) only upon sixty (60) days written notice to Amtrak by Contractor, given on or after the one hundred and twentieth (120th) day of the suspension, and expressing Contractors' intention to so terminate the Contract, and (2) only if within the sixty (60) day notice period, Amtrak does not end such suspension. If such rights of suspension are exercised by Amtrak, the Contracting Official shall grant to Contractor an extension of the Contract Time for the relevant part of the Work equal to the length of the actual delay to the critical path necessarily caused by such suspension, but there shall be no adjustment of the Contract Amount in connection with such suspension except as explicitly provided in this Article. In the event that operations on a part of the Work are suspended by Amtrak pursuant to this Article for more than thirty (30) days, in the case of suspension of the Work, the Contract Amount for such part of the Work may be adjusted for any increase in the cost of performance of the Work (excluding profit) necessarily caused by such suspension (it being understood that the economic adjustment formulae in the Contract shall	Modify to read as follows: "In addition to any other rights afforded to Amtrak under this Contract to suspend the Work, Amtrak shall have the right at any stage of the Work, to suspend operations thereon, or upon any part thereof, either for a time named or indefinitely, by giving Contractor fifteen (15) days written notice in advance of such suspension. If Amtrak suspends the Work in the aggregate for more than one hundred and eighty (180) days, Contractor may terminate the Contract without liability to Amtrak, provided that such right may be exercised (1) only upon thirty (30) days written notice to Amtrak by Contractor, given on or after the one hundred and twentieth (120th) day of the suspension, and expressing Contractors' intention to so terminate the Contract, and (2) only if within the sixty (60) day notice period, Amtrak does not end such suspension. Upon such termination, Contractor shall be entitled to all amounts owed by Amtrak up to the date of termination, plus the increased costs of standby and other costs, expenses and damages flowing directly from such extended suspension and termination. If such rights of suspension are exercised by Amtrak, the Contracting Official shall grant to Contractor an extension of the Contract Time in the Delivery Schedule equal to the length of the actual delay to the critical path caused by such suspension and for the time necessary to overcome such delay, and an equitable adjustment of the Contract Amount in connection with such suspension for any increase in the cost of performance of the Work (excluding profit) necessarily caused by such suspension (it being understood that the economic adjustment formulae in the Contract shall compensate Contractor for increased costs attributable to inflation). However, no adjustment of the Contract Time or Contract Amount shall be made for any suspension: (a) to the extent that performance would have been suspended, due to the fault or negligence of Contractor or (b) for which equitable adjustment is provided for or excluded under any other provision of the Contract. " Explanation of Change Request: This provision was revised to allow Contractor cost and schedule relief for any suspension, regardless of length, as Contractor should not be forced to bear that risk.	**Pending**
611	3/17/2014	Commercial	B	Sec. 29.3	"However, no adjustment shall be made under this Article for any suspension, delay, or interruption: (a) to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Contractor or (b) for which an equitable adjustment is provided for or excluded under any other provision of this Contract."	Modify to read as follows: "However, no adjustment shall be made under this Article for any suspension, delay, or interruption: (a) to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of Contractor or (b) for which an equitable adjustment is provided for or excluded under any other provision of this Contract." Explanation of Change Request: Contractor should only be responsible for its own delays to the Work and not delays outside of its control.	Amtrak is not agreeable to making the requested change.
612	3/17/2014	Commercial	B	Sec. 41.4	"If Contractor's failure to perform extends for more than fifteen (15) days from the start of the Force Majeure Event, Amtrak may, at its discretion, terminate the Contract without liability at any time after such fifteen (15) days."	Modify to read as follows: "If Contractor's failure to perform extends for more than one hundred twenty (120) days from the start of the Force Majeure Event, Amtrak may, at its discretion, terminate the Contract at any time after such one hundred twenty (120) day period. Such termination shall be treated as a termination for convenience as set forth in Article 17." Explanation of Change Request: Fifteen days is too short of a period for Amtrak to be able to terminate without liability. The period should be much longer as proposed and treated as a termination for convenience.	**Pending**

613	3/17/2014	Commercial	B	Sec. 59.3	"Commercial General Liability Insurance. (Acquisition of Rolling Stock Exposure.) A policy issued to and covering liability imposed upon Contractor arising out of the Trainsets design, manufacturing, and testing, and all other Work to be performed and all obligations assumed by Contractor under the terms of the Contract. Products/Completed Operations Liability, Independent Contractors Liability, Contractual Liability (with railroad exclusions deleted), and Personal Injury/ Advertising Liability coverage's are to be included. Amtrak is to be named as an additional insured with respect to operations to be performed. The policy shall contain a cross liability endorsement. Coverage under this policy shall have combined single limits for bodily injury (including disease or death) and property damage (including loss of use) of not less than $100,000,000 per occurrence and $200,000,000 in the aggregate."	Needs to be discussed. **Explanation of Change Request:** The limits here appear high and should be reduced to appropriately price the insurance regime.	Amtrak is not agreeable to making the requested change.
614	3/17/2014	Commercial	B	Sec. 65.1	"Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach."	Modify to read as follows: "Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach." Explanation of Change Request: There are certain remedies available to Amtrak that must be the exclusive remedies thereof (e.g. liquidated damages for delay).	**Pending**
615	3/17/2014	Commercial	E	Sec. 52.1	"If appropriate, Contractor shall afford other Owner contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with their work."	Modify to read as follows: "Contractor will afford other Owner contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and reasonably coordinate the Work with their work, provided that such other contractors do not interfere with, prevent or cause a delay in the Work." Explanation of Change Request: Contractor cannot accept the risk of coordinating Amtrak's other contractors, as the management of such other contractors is not in Contractor's scope of Work.	**Pending**
616	3/17/2014	Commercial	E	Sec. 52.2	"52.2 If any part of Contractor's Work is dependent in any way on the work of any other separate Owner contractor, Contractor shall take all reasonable steps to become aware of any defects in the work of such other contractors that renders or would render such work unsuitable for proper execution of Contractor's Work. Contractor shall inspect the critical items of any such contractor's work before relying on or incorporating such work into Contractor's Work. If Contractor reasonably believes that another contractor's work is deficient or otherwise unsuitable for its intended purpose, Contractor shall notify Owner, in writing, immediately upon such discovery. Contractor shall waive its right to any claims regarding the unsuitability of such other contractor's work if Contractor fails to timely notify Owner of any defects in such other contractor's work that Contractor discovered or reasonably should have discovered."	Delete this provision. **Explanation of Change Request:** Contractor cannot assume this risk for the reasons set forth above.	**Pending**
617	3/17/2014	Commercial	E	Sec. 52.3	"52.3 Should Contractor, any Subcontractor cause damage to the work or property of any separate Owner contractor, Contractor shall, upon due notice, make all reasonable efforts to settle with such other contractor(s). If such separate contractor(s) sues Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, Owner shall notify Contractor, who shall defend such proceedings at its expense, and if any judgment or award against Owner arises there-from, Contractor shall pay or satisfy it and shall reimburse Owner for all attorneys' fees and court or arbitration costs which Owner incurred."	Delete this provision. **Explanation of Change Request:** This clause is not necessary as the risk is covered by the Indemnity clause included in Article 31 above.	**Pending**
618	3/17/2014	Commercial	E	Article 53	"Claims by Contractor shall not be brought after the earliest of (a) Final Payment; (b) one year after the end of the last Trainset Service Period; or (c) one year after the date of Contractor's last substantial work."	Delete this provision. **Explanation of Change Request:** Contractor should be entitled to rely upon the statutes of limitation as set forth under applicable law.	**Pending**

619	3/17/2014	Commercial	E	Sec. 9.9(b)	"Contractor certifies that the Trainset (including Prototype Trainsets) is fit for its intended purpose and can safely enter passenger service;"	Modify to read as follows: "Contractor certifies that the Trainset (including Prototype Trainsets) can safely enter passenger service;" Explanation of Change Request: Fit for purpose language was removed due to the uncertainties surrounding the use of such language with respect to operations that are not under the control of Contractor.	No change.
620	3/17/2014	Commercial	E	Sec. 9.9(c)	"Contractor certifies that the Trainset (including Prototype Trainsets) can be operated without restrictions;"	Delete this provision. **Explanation of Change Request:** This language is overly broad as certain restrictions in operation will certainly exist.	**Pending**
621	3/17/2014	Commercial	E	Sec. 9.9(d)	"Contractor certifies that the Trainset (including Prototype Trainsets) has logged 10,000 continuous defect-free miles;"	Delete this provision. **Explanation of Change Request:** This languages overly broad.	**Pending**
622	2/20/2014	Commercial	-	-	-	Regarding to the Project of Next Generation Trainsets and Other Related Goods and Services with RFP NEXT GEN TRAINSETS, we require to postpone the closing date of above-mentioned project since we need much more time (additional **one month**) for preparing the required technical and commercial documents and submission. We focus on American railway market for a long time and are very interested in your project. We sincerely hope that Amtrak and California High-speed Rail Authority can accept our requirement of postponing the closing date by another **one month**.	**Pending**
623	3/31/2014	Commercial	D	1	Fitness for Purpose	"Fit for Purpose" means: in respect to the Work that: all relevant approvals (other than Safety Certificate and the Safety Management System) in respect of that Work have been obtained and remain in force; such Work (A) means the Specification; (b) is in a condition which enables Amtrak to operate the Train set in passenger revenue earning service in accordance with the Contract; and such Train set is and shall remain fit for the purposes specified in above throughout its design life; in relation to each Amtrak Owned Spare or Capital Spare that such Amtrak Owned Spare or Capital when incorporated into the Train set does not prevent such Train set from being Fit For Purpose as defined in paragraph (a) above; and in relationship to Special Tools, that such Special Tool is fit for use by a maintainer of rolling stock to carry out the Services in accordance with the Manuals **Reasoning:** For consistency between the Amtrak Next Generation High Speed Train set General Provisions, and the TSSSA, we suggest including the definition of" Fit for Purpose" from the Amtrak Next Generation High Speed Train set General Provisions. There is no definition of what the "intended purpose" is and in order to avoid ambiguity and potential disputes, we request that the defined term "Fit for Purpose" be used in its place.	**Pending**
624	3/31/2014	Commercial	D	1	"Fault" means, in relation to a Train set, Vehicle, part, Amtrak Owned Spare, Special Tool, Mock-up or Simulator Equipment, that the relevant Train set, Vehicle, part, Amtrak Owned Spare, Special Tool, Mock-up or Simulator Equipment does not comply with the Specification, or is not fit for purpose, whether in consequence of faulty design, faulty materials, poor workmanship, negligence or for any other reason attributable to Contractor or any of their respective subcontractors or suppliers or any of their respective employees or agents.	"Fault" means, in relation to a Train set, Vehicle, part, Amtrak Owned Spare, Special Tool, Mock-up or Simulator Equipment, that the relevant Train set, Vehicle, part, Amtrak Owned Spare, Special Tool, Mock-up or Simulator Equipment does not comply with the Specification, or is not Fit for Purpose, whether in consequence of faulty design, faulty materials, poor workmanship, negligence or for any other reason attributable to Contractor or any of their respective subcontractors or suppliers or any of their respective employees or agents. **Suggested Language:** For consistency between the Amtrak Next Generation High Speed Train set General Provisions, and the TSSSA, we suggest using the same definition for "Fault" that is in the Amtrak Next Generation High Speed Train set General Provisions.	**Pending**
625	3/31/2014	Commercial	D	1	"Repairable Spare" means any Spare which is designed and intended to be removed from a Train set and Repaired, Refurbished, or overhauled so that it is fit for its intended purpose and may be re-fitted.	"Repairable Spare" means any Spare which is designed and intended to be removed from a Train set and Repaired, Refurbished, or overhauled so that it is **Fit for** ~~its intended p~~urpose and may be re-fitted. **Reasoning:** For consistency between the Amtrak Next Generation High Speed Train set General Provisions, and the TSSSA, we suggest including the definition of" Fit for Purpose" from the Amtrak Next Generation High Speed Train set General Provisions. There is no definition of what the" intended purpose" is and in order to avoid ambiguity and potential disputes, Contractor requests that the defined term "Fit for Purpose" be used in its place.	**Pending**
626	3/31/2014	Commercial	D	4.4	Contractor represents that the prices specified in the Contract do not exceed the current selling price for the same or substantially similar supplies to any other purchaser, taking into account quantity and geographic factors.	Contractor represents that the prices specified in the Contract do not exceed the current selling price for the same or substantially similar supplies to any other purchaser, taking into account quantity**, terms and conditions, time,** and geographic factors. **Reasoning:** We will endeavor to provide Amtrak with competitive prices; however, there are certain factors which may affect the price, such as terms and conditions, including warranty and penalties etc., timing of the order whether it is during production or post production, whether it is placed contemporaneous to the date of the contract or years later.	**Pending**

627	3/31/2014	Commercial	D	1	"Excluded Matter Damage" means, other than due to fair wear and tear, any damage to or breakage of a Train set, Spare or Component that exceeds $5,000 and which is principally caused by: (a) the occurrence of a Force Majeure Event; (b) improper use; (c) vandalism, collision or accidental damage while the Train set is not under the control of Contractor, or any of its Subcontractors, suppliers, employees, agents or representatives acting in such capacity, other than: (i) any such event for which Contractor, the Manufacturer or any of their respective members, Subcontractors, suppliers, employees, agents or representatives is directly responsible; or (ii) where such event has not been repaired by Contractor pursuant to an obligation it has to so repair the damage caused by such event under this Agreement or the Train set, including without limitation, pursuant to a Change Order; (d) the negligence or willful misconduct of Amtrak; or the failure of Amtrak to maintain the Train sets in accordance with the agreed upon Maintenance Plan	"Excluded Matter Damage" means, other than due to fair wear and tear, any damage to or breakage of a Train set, Spare or Component that ~~exceeds $5,000 and which~~ is principally caused by: (a) the occurrence of a Force Majeure Event; (b) improper use; (c) vandalism, collision or accidental damage while the Train set is not under the control of Contractor, or any of its Subcontractors, suppliers, employees, agents or representatives acting in such capacity, other than: (i) any such event for which Contractor, the Manufacturer or any of their respective members, Subcontractors, suppliers, employees, agents or representatives is directly responsible; or (ii) where such event has not been repaired by Contractor pursuant to an obligation it has to so repair the damage caused by such event under this Agreement or the Train set, including without limitation, pursuant to a Change Order; (d) the negligence or willful misconduct of Amtrak; or the failure of Amtrak to maintain the Train sets in accordance with the agreed upon Maintenance Plan **Reasoning:** The responsibility for physical damage to the components and subcomponents and vandalism repair should remain with Amtrak, as the Owner of the Train sets. Contractor cannot price this risk in because it has no experience in or control over operation of such Train sets, or the means to prevent or reduce the severity and frequency of these events over the Contract Term. Usually, Train sets' Owners have a general liability/commercial insurance coverage for such damages; whereas the Contractor's general liability and commercial liability coverage will not cover this damage/loss. Therefore, the Owner is in a better position to manage this risk. For this reason, Contractor requests the removal of the $5,000 the threshold.	**Pending**
628	3/31/2014	Commercial	D	1	"Spares Supply Services" means those services which are to be provided by the Contractor to Amtrak in respect of the provision, Repair, Overhaul and refurbishment of Spares as specified in Sections 12 (Spares Supply Services), and 4.4 (Options) of the MRS.	"Spares Supply Services" means those services which are to be provided by the Contractor to Amtrak in respect of the provision, Repair, Overhaul and Refurbishment of Spares as specified in Sections 12 (Spares Supply Services), and 4.4 (Options) of the MRS. **Reasoning:** "Refurbishment" changed as a defined term.	**Pending**
629	3/31/2014	Commercial	D	1	"Heavy Maintenance" means Maintenance or Component replacement required when a Component, system, Vehicle, etc. has reached its service life as stated in the Maintenance Plan.	"Heavy Maintenance" **or "Overhaul"** means Maintenance or Component replacement required when a Component, system, Vehicle, etc. has reached its service life as stated in the Maintenance Plan. **Reasoning:** Our understanding is that the term "Heavy Maintenance" also means "Overhaul". The term "Overhaul" is capitalized, but is not defined.	**Pending**
630	3/31/2014	Commercial	D	1	"Unscheduled Maintenance Spares" means any items supplied by the Contractor under the Train set Contract or under this Agreement, for the purpose of replacing any Component fitted to any Train set as a result of actual failure, defect or damage and which may comprise or include Consumable Spares, Unit Exchange Spares or Insurance Spares but shall not include Scheduled Maintenance Spares.	"Unscheduled Maintenance Spares" means any items supplied by the Contractor under the Train set Contract or under this Agreement, for the purpose of replacing any Component fitted to any Train set as a result of actual Fault ~~failure, defect or damage~~ and which may comprise or include Consumable Spares, Unit Exchange Spares or Insurance Spares but shall not include Scheduled Maintenance Spares. **Reasoning:** "Fault is a defined term; whereas failure, default or damage is not. If Contractor is responsible for "Unscheduled Maintenance", the cause of the Unscheduled Maintenance should be attributable to non-performance of the Spares supplied by Contractor.	**Pending**
631	3/31/2014	Commercial	D	1	"Vehicle" means a passenger equipment of any type and includes a car, trailer car, locomotive, power car, or similar vehicle.	"Vehicle" means a passenger equipment of any type and includes a car, trailer car, ~~locomotive,~~ power car, or similar vehicle. **Reasoning:** There are no locomotives.	**Pending**
632	3/31/2014	Commercial	D	5.1	The Term of the Contract is fifteen (15) years from the Commencement Date. Amtrak, in its sole discretion, may terminate the Contract sixty (60) months after the Commencement Date. In order to exercise this option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the sixtieth (60th) month of the Term. Additionally, Amtrak, in its sole discretion, may terminate the Contract one-hundred and twenty (120) months after the Commencement Date. In order to exercise this second option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the one-hundred and twentieth (120th) month of the Term.	The Term of the Contract is fifteen (15) years from the Commencement Date. ~~Amtrak, in its sole discretion, may terminate the Contract sixty (60) months after the Commencement Date. In order to exercise this option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the sixtieth (60th) month of the Term. Additionally, Amtrak, in its sole discretion, may terminate the Contract one-hundred and twenty (120) months after the Commencement Date. In order to exercise this second option to terminate, Amtrak shall provide Contractor a minimum of one-hundred and eighty (180) days written notice prior to the end of the one-hundred and twentieth (120th) month of the Term.~~ **Reasoning:** We request a 15-year contract term without Amtrak's right to termination every 5 years. One term of 15 years affords Amtrak best value. Amtrak continues to maintain all its rights as described under Sections 13 & 14.	**Pending**

633	3/31/2014	Commercial	D	4.2	Contractor shall invoice Amtrak by submitting an original invoice, along with supporting documentation, to the individual at the address set forth in the Contract. In accordance with an Amtrak-approved payment schedule, Amtrak shall pay Contractor all undisputed invoiced amounts for the Work properly performed, less any deductions or set-offs permitted under the Contract or any other transaction between Amtrak and Contractor, and as otherwise permitted by law.	Contractor shall invoice Amtrak by submitting an original invoice, along with supporting documentation, to the individual at the address set forth in the Contract. In accordance with an Amtrak-approved payment schedule, Amtrak shall **within 30 days after receiving the invoice** pay Contractor all undisputed invoiced amounts for the Work properly performed, less any deductions or set-offs permitted under the Contract or any other transaction between Amtrak and Contractor, and as otherwise permitted by law. **All prices stated in this Contract shall be subject to annual price escalation, which is to be provided by Contractor with bid submission in Schedule D.** **Reasoning:** We request to add a payment term that is usual under a TSSSA contract. We request a price escalation for the term of 15 years, which is to be provided by Contractor with bid submission. A price escalation is reasonable and standard for such a long-term contract. In addition, Amtrak contemplated the application of a price escalation formula in Clause 20.2.	**Pending**
634	3/31/2014	Commercial	D	Schedule D	Annual Price based on 5 year cycle	Annual Price based on 15 year cycle **Reasoning:** Pursuant to the above mentioned exception, we would like to ensure annual pricing is consistent with the 15 year commitment.	**Pending**
635	3/31/2014	Commercial	D	4	N/A	Please add the following to be incorporated in Schedule D: Milestone Payment Schedule: a. An One-Time Payment for the mobilization phase; b. a monthly amount to cover fixed costs ("Baseline Price"); and c. an amount per train mileage ("Mileage Based Price") multiplied by a twelfth of the Planned Mileage to cover the cost of materials for each calendar year. Amounts for the first and last calendar years shall be calculated pro rata in each case. Each year will have a mile multiplier factor. **Reasoning:** No payment schedule is proposed in Schedule D.	**Pending**
636	3/31/2014	Commercial	D	10.1	These warranties are in addition to all other express, implied or statutory warranties. Any Suppliers not confirming to these standards shall be considered defective.	The warranty obligations under this Contract shall end after the Contract has been terminated or expired. In case of a Fault, Contractor may choose to remedy the Fault in accordance with Unscheduled Maintenance. Delete the last paragraph and add: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF CONTRACTOR. **Reasoning:** For clarification, there should be a time period set forth when the warranty obligations shall end. We propose that after Agreement is terminated or expires, the obligation to remedy Faults should also terminate.	**Pending**
637	3/31/2014	Commercial	D	14.1	Upon written notice to Contractor, Amtrak may, at its option and in its sole discretion, terminate the Contract in whole or in part whenever and for whatever reasons it chooses without such termination constituting Amtrak's breach or default. Such termination shall be effective immediately after written notice is given to Contractor or at the time specified in the termination notice. At Amtrak's request, Contractor shall proceed to take all actions necessary to mitigate costs, and do such things as are necessary to protect Amtrak's interests including, but not limited to: terminate its contracts with Subcontractors, complete performance of work not terminated, settle outstanding liabilities, take any action necessary to protect the work, and deliver inventory schedules and all Contracts Documents in its possession to Amtrak.	Upon **six (6) months** written notice to Contractor, Amtrak may, at its option and in its sole discretion, terminate the Contract in whole or in part whenever and for whatever reasons it chooses without such termination constituting Amtrak's breach or default. Such termination shall be effective immediately after written notice is given to Contractor or at the time specified in the termination notice. At Amtrak's request, Contractor shall proceed to take all actions necessary to mitigate costs, and do such things as are necessary to protect Amtrak's interests including, but not limited to: terminate its contracts with Subcontractors, complete performance of work not terminated, settle outstanding liabilities, take any action necessary to protect the work, and deliver inventory schedules and all Contracts Documents in its possession to Amtrak. **Reasoning:** We request a period of 6 months for notification to demobilize the Project in order to minimize costs.	**Pending**
638	3/31/2014	Commercial	D	6.2.5	Unless otherwise agreed to by Amtrak in writing, in performing the Spares Supply Services, Contractor shall only provide Spares procured from or maintained by the OEM of the relevant Component to which the Spare corresponds.	Unless otherwise agreed to by Amtrak in writing, in performing the Spares Supply Services, Contractor shall only provide Spares procured from or maintained by the vehicle OEM ~~of the relevant Component to which the Spare corresponds.~~ **Reasoning:** We would like to retain the right to source and obtain Spares at best value to Amtrak. The Offeror, as the vehicle OEM, has the expertise to determine the quality and suitability of Spares to be supplied over the entire contract term.	**Pending**
639	3/31/2014	Commercial	D	26.1	Amtrak shall have the right to assign all or part of the Contract without obtaining consent from Contractor or its surety(ies), if any.	Amtrak shall have the right to assign all or part of the Contract without obtaining consent from Contractor or its surety(ies), if ~~any,~~ **the assignee has at least the same or a better credit-worthiness as Amtrak as of the date of execution of the Contract, and the assignee agrees in writing to be bound by Amtrak's obligations under the Contract, including those related to the health and safety of Contractor's employees and complies with applicable laws.** **Reasoning:** Since this event could also be experienced by Amtrak in regard to Contractor's proprietary information, we would like to avail ourselves of the same prompt notice rights as Amtrak has pursuant to this provision.	**Pending**

640	3/31/2014	Commercial	D	8.1	In place of actual damages for failing to meet Performance Guarantees, Contractor shall pay to Amtrak as fixed, agreed, and liquidated damages, an amount as calculated in accordance with Schedule C. The liquidated damages under this Article 8 and Schedule C shall be the sole and exclusive remedy for failing to meet the Performance Guarantees. Notwithstanding the foregoing, Amtrak may terminate the Contract for default in accordance with Article 13, Termination for Default, if the Performance Guarantees due and payable to Amtrak by Contractor exceeds the to be defined limits set forth in Schedule C.	In place of actual damages for failing to meet Performance Guarantees, Contractor shall pay to Amtrak as fixed, agreed, and liquidated damages, an amount as calculated in accordance with Schedule C. The liquidated damages under this Article 8 and Schedule C shall be the sole and exclusive remedy for failing to meet the Performance Guarantees. ~~Notwithstanding the foregoing, Amtrak may terminate the Contract for default in accordance with Article 13, Termination for Default, if the Performance Guarantees due and payable to Amtrak by Contractor exceeds the to be defined limits set forth in Schedule C.~~ In no event shall Contractor's liquidated damages set forth in this Contract exceed 10% of Contract Amount. Moreover, in no event shall the maximum amount of liquidated damages for failure to meet the Performance Guarantees exceed the amount of five percent (5%) of the total of the six (6) previous monthly payments. **Reasoning:** In order to provide Amtrak with a competitive proposal, we request to limit the liquidated damages at a reasonable cap of 5% in a six-months period, and in total at 10% of the overall Contract Amount, in order to avoid any unnecessary risk and provide best value to Amtrak.	**Pending**
641	3/31/2014	Commercial	D	new (8.5)	N/A	In no event shall Contractor's and Subcontractor's liability for any act or omission, damages or expenses related to and arising from the Supplies furnished or Works performed during the Contract Term, exceed twenty percent (20%) of the annual Contract Amount. In no event shall Contractor's and Subcontractor's total liability in the aggregate exceed $100,000,000 (one hundred million dollars) for all liabilities, expenses and damages including liquidated damages and indemnification. The Contractor and any of its Subcontractors shall in no event be liable for any consequential or indirect damages such as, but not limited to: loss of profit, loss of revenue, lost savings, lost benefits, claims related to business interruption, loss of information, data, or interest. **Reasoning:** In order to commercially calculate and to avoid including any unnecessary risk into the cost of the project, please limit the Contractor's total liability to the amounts proposed and to exclude consequential and indirect damages.	**Pending**
642	3/31/2014	Commercial	D	new (8.6)	N/A	The Contractor and any of its Subcontractors shall in no event be liable for any consequential or indirect damages such as, but not limited to: loss of profit, loss of revenue, lost savings, lost benefits, claims related to business interruption, loss of information, data, or interest. **Reasoning:** In order to commercially calculate and to avoid any unnecessary risk into the cost of the project, please limit the Contractor's total liability to the amounts proposed and to exclude consequential and indirect damages.	**Pending**
643	3/31/2014	Commercial	D	13.1	Amtrak may, by written notice to Contractor and without liability to Amtrak, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to complete the Work within the time specified herein; (2) failure to meet any delivery schedule milestone; (3) failure of the Supplies to conform with all requirements of this Contract; (4) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (5) noncompliance with the Laws (as defined in Section 15), Amtrak's rules or the proper instruction of Amtrak; (6) failure to comply with any other provision of the Contract. Amtrak, at its option and in its sole discretion, may excuse any such default (a) for the reasons set forth below or (b) if the default is cured within ten days of Contractor's receipt of a written notice of default from Amtrak. Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Supplies within the time specified herein. In the event that Contractor's default is not excused or cured to the satisfaction of Amtrak, Amtrak may terminate the Contract in whole or in part and Contractor shall be liable to Amtrak for all costs, losses and damages suffered or incurred by Amtrak and arising or resulting from any such event(s) of default and Amtrak's reasonable response thereto, including reasonable reprocurement costs. If Amtrak reprocures the Supplies from another source, Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak and (2) any "excess	Amtrak may, by written notice to Contractor and without liability to Amtrak, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to complete the Work within the time specified herein; (2) failure to meet the Performance Guarantee for three consecutive periods any delivery schedule milestone; (3) failure of the Supplies to materially conform with all requirements of this Contract; (3 4) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (4 5) noncompliance with the Applicable Laws (as defined in Section 15), Amtrak's rules provided in advance and in writing or the proper instruction of Amtrak; (56) failure to materially comply with any other provision of the Contract. Amtrak, at its option and in its sole discretion, may will excuse any such default (a) for the reasons set forth below or (b) if the default is cured or a cure has been commenced within ten (10) days of Contractor's receipt of a written notice of default from Amtrak. Amtrak shall not be required to provide written notice of default if Contractor fails to deliver the Supplies within the time specified herein. In the event that Contractor's default is not excused or Contractor has not cured to the reasonable satisfaction of Amtrak or Contractor has not provided Amtrak with a corrective action plan, which is approved by Amtrak within thirty (30 days of submission, and Contractor has not complied with the approved corrective action plan within the time period set forth therein, Amtrak may terminate the Contract in whole or in part and Contractor shall be liable to Amtrak for all costs, losses and damages suffered or incurred by Amtrak and arising or resulting from any such event(s) of default and Amtrak's reasonable response thereto, including reasonable reprocurement costs. If Amtrak reprocures the Supplies from another source, Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak and (2) any "excess costs" to Amtrak relating to the reprocurement. Reasoning: As proposed , Amtrak may exercise its termination right for any breach including, for example, for failing to provide an itemized price breakdown for a change order, which remedy should be the rejection of the change order and not termination. Thus, even if the ramification for non-compliance would be waiver of a Contractor right, Amtrak would still want the right to terminate. Amtrak's proposal also fails to identify under a) what are the reasons under which Amtrak could terminate the contract, because it does not identify where the reasons are set forth below. Furthermore, Amtrak would want the right to terminate the Contract even if the Contractor cured its default or undertook corrective action within the time agreed upon so that Contractor was no	**Pending**

644	3/31/2014	Commercial	D	18.1	Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Amtrak in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by the Contracting Official; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose. Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries.	Contractor agrees that all information furnished or disclosed by Contractor, its employees, agents or representatives to Amtrak in connection with the Contract (1) is furnished or disclosed as part of consideration of the Contract; ~~(2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, its employees, agents or representatives unless otherwise agreed in writing by the Contracting Official;~~ and (2) ~~(3)~~ subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose contemplated under this Contract. ~~Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries.~~ To the extent otherwise permitted by Applicable Law, Amtrak will exempt from disclosure proprietary information, trade secrets, and confidential commercial information that Amtrak obtains from the Contractor during the performance of the Work. Any proprietary or commercial information which the Contractor believes should be exempted from disclosure must be specifically identified and marked as such. Amtrak agrees to employ sound business practices no less diligent that those employed with respect to Amtrak's own confidential information to protect the confidence of all proprietary and confidential information provided by the Contractor. **Reasoning:** Contractor would like to avail itself of not only Federal Freedom of Information Act protection but also the Washington D.C. public records act, and for Amtrak to exempt from disclosure proprietary, trade secret information and commercial confidential information as Amtrak has previously agreed to in other contracts. This encourages the Contractor to disclose information which could be useful to Amtrak; otherwise Contractor will have to limit the kinds of information it provides. The right to copy or disclose should be limited to the rights to be exercised under the contract. Otherwise, Amtrak would be free to resell, distribute the information for whatever purpose and not furtherance of use of the Train sets. Amtrak may claim damages for breach of confidentiality and seek injunctive relief.	**Pending**
645	3/31/2014	Commercial	D	18.3	Contractor agrees that it, its employees, Subcontractors, agents and/or representatives shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Contracting Official.	Contractor agrees that it, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party that is not public information as of the date of the Contract or that is not information that is or becomes known to the Contractor from another source without obligation of confidentiality or that is not information that was independently developed or obtained by the Contractor outside of, and through no breach of this Contract in strictest confidence. In addition, they shall not make any news or press releases, articles, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of the Contracting Official. **Reasoning:** The obligation of confidentiality should not apply to information that is public, becomes known to the Contractor from another source without obligation of confidentiality, that is not information that was independently developed, or obtained by the Contractor outside of, and through no breach of this Contract in strictest confidence.	**Pending**
646	3/31/2014	Commercial	D	18.5	Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief.	~~Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section.~~ Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief. **Reasoning:** Indemnification should apply in the event of a third party claim and not for breach of contract.	**Pending**
647	3/31/2014	Commercial	D	23.1	Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from supplies, material, deliverables, products or equipment supplied by, or from activities of, or work performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract.	Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Indemnification Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of Amtrak the parties hereto, arising out of or in any degree directly or indirectly and in proportion to the extent such Indemnification Claims are caused by or resulting from defects in Supplies, material, deliverables, products or equipment supplied by, or from activities of, or Work negligently performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract. In the event of an Indemnification Claim: (1) Amtrak shall promptly and in writing grant to Contractor sole control over defenses and settlement of the Indemnification Claim, and (2) Amtrak provides timely assistance in the defense of the Indemnification Claim. Notwithstanding the foregoing, Contractor's indemnification obligations are not conditioned upon Amtrak's compliance with (1) or (2) above. Reasoning: The obligation to indemnify should be based upon negligence or non-performance of Contractor, which results in personal injury or property damage. The indemnity should cover Contractor's negligent acts or omission or non-performance and not Amtrak's or another third party's. The indemnity is broadly drafted to require Contractor to indemnify Amtrak for performance under the contract and is not limited to third-party claims. In order to properly defend Amtrak, Contractor should be notified of the claim and given control of the defense. At times Amtrak's assistance may be required. Therefore, we respectfully request modifying the language of this section as we've suggested in red.	**Pending**

648	3/31/2014	Commercial	D	50.1	Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach.	Except as otherwise stated in the Contract, Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present or future right or remedy. No action or failure to act by Amtrak or any of its representative(s), including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any Supplies of services, or payment therefore, shall not operate as a waiver of any breach. **Reasoning:** To avoid a contradiction with Section 8, we request that this provision be modified as we've suggested.	**Pending**
649	3/31/2014	Commercial	D	27.1	In the event that either party's failure to perform or delay arises out of unforeseeable causes beyond its control and without its fault or negligence, including but not limited to events such as: acts of God or the public enemy, acts of a governmental authority acting in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather, war, terrorism, riots, earthquakes, strikes or embargoes (a "force majeure event"), the time for performance of its obligations under this Contract may be extended proportionately. Neither party shall be liable for any default, damage or loss resulting from such delay or failure, provided that the party promptly (within five days) notifies the other of the delay or failure and takes effective measures by all available means to overcome the delay and reduce its effects. Neither party shall be liable to the other for any losses, injury, damages of any kind, additional payments or increased costs arising from force majeure events. Default or delay of any Subcontractor or supplier shall not excuse timely performance by Contractor, unless such default was caused by a force majeure event beyond the control and without the fault or negligence of either Contractor or the Subcontractor or supplier and Contractor could not obtain the supplies or services from another source within the time required to perform or deliver under the Contract. Where Contractor's failure to perform or delay extends for more than thirty days, Amtrak may terminate the Contract without liability.	In the event that either party's failure to perform or delay arises out of unforeseen causes beyond its control and without its fault or negligence, including but not limited to events such as: acts of God or the public enemy, acts of a governmental authority acting in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, unusually sever weather, war, terrorism, riots, earthquakes, strikes or embargoes (a "Force Majeure Event"), the time for performance of its obligations under this Contract may be extended proportionately. Neither party shall be liable for any default, damage or loss resulting from such delay or failure, *provided* that the party promptly (within five days) notifies the other of the delay or failure and takes effective measures by all available means to over come the delay and reduce its effects. Neither party shall be liable to the other for any losses, injury, damages of any kind, additional payments or increased costs arising from Force Majeure Events. Default or delay of any Subcontractor or supplier shall not excuse timely performance of Contractor, unless such default was caused by a Force Majeure Event beyond the control and without the fault or negligence of either Contractor or the Subcontractor or supplier and Contractor could not obtain the supplies or services from another source within the time required to perform or deliver under the Contract. If the Force Majeure Event lasts more than sixty days, the parties may terminate the Contract without liability to the other party. Notwithstanding, Amtrak shall pay to Contractor all invoices issued and all Work performed or Supplies delivered for which an invoice is not issued yet. ~~Where Contractor's failure to perform or delay extends for more than thirty days, Amtrak may terminate the Contract without liability.~~ **Reasoning:** **We respectfully request modifying the language of this section as we've suggested in red.**	**Pending**
650	3/31/2014	Commercial	D	54	If Contractor is a subsidiary or affiliate of another entity or controlled by another entity, then Amtrak's obligations under the Contract shall be contingent upon the ultimate parent entity of Contractor executing a parent guaranty in a form provided by Amtrak. Such parent guaranty, if applicable, will be attached hereto and incorporated by reference herein.	If Contractor is a subsidiary of another entity, then Amtrak's obligations under the Contract shall be contingent upon a ~~ultimate~~ parent entity of Contractor executing a parent guaranty in a form provided by Amtrak. Such parent guaranty, if applicable, will be attached hereto and incorporated by reference herein. **Reasoning:** We respectfully request modifying the language of this section as we've suggested in red, as we understand the overall intention of this paragraph is to ensure smooth project execution.	**Pending**
651	3/31/2014	Commercial	D	18.6	Contractor agrees that, in the event any confidential information of Amtrak is sought by subpoena or other process, Contractor will promptly give notice of such subpoena or process to Amtrak, pursuant to the notification provisions herein, before responding to such subpoena or process.	The Parties agree~~s~~ that, in the event any confidential information of either Party ~~Amtrak~~ is sought by subpoena or other process, the required Party ~~Contractor~~ will promptly give notice of such subpoena or process to the Party who owns such confidential information ~~Amtrak~~, pursuant to the notification provisions herein, before responding to such subpoena or process. **Reasoning:** Since this event could also be experienced by Amtrak in regard to Contractor's proprietary information, we would like to avail ourselves of the same prompt notice rights as Amtrak has pursuant to this provision.	**Pending**
652	3/31/2014	Commercial	D	2.5	Drawings and specifications are complementary. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. The Contractor is responsible for assuring that the drawings and specifications conform to the terms of the Contract. A typical or representative detail indicated on or reasonably inferable from the Contract or from normal custom and practice shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Contract, the Contractor shall adapt, or have adapted, such representative detail for application to corresponding parts of the Work. Repetitive features shown in outline on the drawings shall be in reasonable accordance with corresponding features completely shown.	Drawings and specifications are complementary. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. The Contractor is responsible for assuring that the drawings and specifications conform to the terms of the Contract. A typical or representative detail indicated on the Contract, properly referenced from the Standard Drawings it originates, ~~or reasonably inferable from the Contract or from normal custom and practice~~ shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Contract, the Contractor shall adapt, or have adapted, such representative detail for application to corresponding parts of the Work. Repetitive features shown in outline on the drawings shall be in reasonable accordance with corresponding features completely shown. **Reasoning:** The drawings and specifications indicated in the contract documents were issued by Amtrak for this particular project. Since typical or representative details are generally taken from Standard Drawings, which are issued for repetitive use, not project-specific, to clarify and eliminate uncertainties in the design phase, would Amtrak consider adding a reference to the Standard Drawings whenever a reference to a typical or representative detail is indicated in the Contract? Since the purpose of relying in typical or representative details will be defeated by the vagueness of "being reasonably inferable" or "from normal custom and practice" , would Amtrak be amenable to the language modifications we've suggested?	**Pending**

653	3/31/2014	Commercial	D	57	Claims by Contractor shall not be brought after the earliest of (a) Final Payment; (b) one year after the date of final completion of the Work.	Claims by Contractor shall not be brought after the earliest of (a) one year after Final Payment; (b) one year after the date of final completion of the Work. **Reasoning:** Because Amtrak controls when Final Payment is made, Contractor will not know when the Final Payment will be made and could inadvertently waive its claim by not asserting it prior to receipt of Final Payment.	**Pending**
654	3/31/2014	Commercial	C/Exhibit E/Exhibit A	12.1.5.-1.1.1.1 spreadsheet columns L, N and J 2.3.4	Responsibility for the provision and delivery of all Spares required to support Trainset delivery, acceptance testing activities, and Scheduled and Unscheduled Maintenance for both Acceptance Testing and Revenue Service. Capital and Maintenance Costs - Delivery Profile and TSSSA Costs Amtrak Project Schedule from Contract Award to Delivery	With regards to the delivery of all capital spares delivered to support the Trainset delivery (Exhibit E column L), the start of the TSSSA payments (Exhibit E column N) as well as the Trainset delivery itself (Exhibit E column J), we noticed that there is an inherent advantage to deliver late in order to reduce the NPV. This seems to be in contradiction to the Stage 3 evaluation criteria 2.3.4 Program where the assumption can be made that it is Amtrak's desire to receive equipment as early as possible. Could Amtrak please explain what Amtrak's priority for delivery is and how Exhibit E should get used without working against that priority.	**Pending**
655	3/31/2014	Commercial	D	23.2	In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall also Repair or replace any property of Amtrak which is damaged by its employees, agents or Subcontractors while performing work hereunder.	Since this Contractor's obligation in regard to injuries or death of Contractor's employees, irrespective of any negligence or fault by the indemnified parties, places an undue burden upon the Contractor for actions not under its control, would Amtrak be amenable to substitute the underlined portion of the excerpted provision with, "except when caused by the negligence or fault of the Indemnified Parties,"?	**Pending**
656	3/31/2014	Commercial	D	23.3	The indemnification obligations under this section shall not be limited by the existence of any insurance policy procured or maintained by Contractor or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor and shall survive the termination of the Contract.	Limiting the carve-outs to the indemnity would enable the Contractor to fulfill more efficiently such obligations without hindering any of Amtrak's rights in the process. Would Amtrak consider adding the following language to Article 23.3 to state that: "The indemnification obligations are conditioned upon the following: (1) Amtrak gives prompt written notice to Contractor of the claim(s), (2) Amtrak promptly and in writing grants to Contractor sole control over defenses and settlement of the claim(s), and (3) Amtrak provides timely assistance in the defense of the claim(s)."?	**Pending**
657	3/31/2014	Commercial	D	48.2	In the event any Governmental requirements are removed, relaxed or changed in any way after the execution of the Contract so as to make Contractor's performance less expensive or less difficult, Amtrak shall have the option to either require Contractor to perform pursuant to the more rigorous requirements, or to receive a reduction in the cost of the items of material or equipment affected for all savings by reason of such change.	Since changes in governmental requirements that add, constrict or make contract performance more onerous is not contemplated, would Amtrak agree to amend this provision to add a right of Contractor to an equitable adjustment in such cases?	**Pending**
658	3/31/2014	Commercial	D	45.1	All insurance coverage procured by Contractor shall be provided by insurance companies approved by Amtrak and having policyholder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract.	We understand that Amtrak needs to maintain a substantial financial guaranty, however due to the long duration and uncertainties regarding the financial institution, the contractor asks to update BBB- as a quality critierum which is still investment grade and therefore highly desirable for the intended purpose.	**Pending**
659	3/31/2014	Commercial	D	54	If Contractor is a subsidiary or affiliate of another entity or controlled by another entity, then Amtrak's obligations under the Contract shall be contingent upon the ultimate parent entity of Contractor executing a parent guaranty in a form provided by Amtrak. Such parent guaranty, if applicable, will be attached hereto and incorporated by reference herein.	Could Amtrak please provide a date when this will be given to the Contractor?	**Pending**
660	3/31/2014	Commercial	D	7.2.5	The Parties agree that Contractor shall be responsible for providing a safe and healthy working environment at the Amtrak Maintenance Facilities or any other relevant locations for its employees, contractors, Subcontractors and agents and shall ensure that the Technical Support Personnel are not exposed to hazards to their health and safety.	Could we please ask Amtrak to clarify that the contractor is not held to remediate existing hazardous conditions, for example asbestos and lead paint at the Amtrak maintenance facilities?	**Pending**
661	3/26/2014	Commercial	D	4.1	For full, final and satisfactory performance of the Work, Amtrak shall pay Contractor in accordance with the terms set forth in the Contract or the Pricing Schedule, Schedule D, which is attached hereto and incorporated herein.	Would Amtrak consider adjusting the format of schedule D to take into account the following; that the materials supply, or a portion thereof, will be linked to the volume of miles performed; that the values are escalated each year (and the escalation method and indices); that the contractor indicates at the start of the contract the value of materials expected each year (to be able to properly account for system overhaul and replacement).	**Pending**

662	3/26/2014	Technical	C	4.3.5	The Maintenance Plan shall include a section dedicated to Heavy Maintenance and shall provide the following information: •List of Components required to Overhaul a complete Trainset; •Brief scope of work required for each Overhaul task; •Labor hours with assumed productivity rate for each Overhaul task; •A specific Amtrak elective Overhaul step for an interior refurbishment necessitated by rebranding or a desire to renew interiors to a "like-new" appearance. •TSSSA Contract Options-Heavy Maintenance	Can Amtrak confirm whether the materials to support an overhaul of the Trainset (excluding interior refurbishment) is included in the pricing of the proposal or is an option? In addition, can Amtrak confirm that Refurbishment of the interior is not included in the pricing for materials supply? Finally, can Amtrak explain what is meant by TSSSA Contract Options - Heavy maintenance	**Pending**
663	3/26/2014	Technical	D	Schedule D - Amtrak TSSSA Pricing Schedule Part 3(OPTIONS)	Option 1 Service Exchange & Overhaul by the Contractor Option 2: Service Exchange and overhaul by Amtrak	Does this mean the cost of materials for repair of service exchange items should be shown here? Amtrak will not be able to repair ALL service exchange items (e.g. brakes), so options 1 & 2 cannot be exclusive.	**Pending**
664	3/26/2014	Technical	D	Schedule D - Amtrak TSSSA Pricing Schedule Part 3(OPTIONS)	Option 1 Service Exchange & Overhaul by the Contractor Option 2: Service Exchange and overhaul by Amtrak	Amtrak should separate the cost for repairing service exchange items (which will be needed for running maintenance as well as heavy maintenance) from overhaul. With regards to train overhaul, is it Amtrak's intent that the scope is optional and the materials and labor cost of the overhaul should not be included in the annual fee? Or is the option whether Amtrak or Contractor provides the labor for overhaul? Where should the materials value for overhaul be priced?	**Pending**
665	3/26/2014	Technical	C	4.4.1	Overhaul of the vehicles shall include periodic repainting of the vehicles and rectification of any body-shell damage and corrosion in accordance with the requirements specified in the Contractor's life cycle maintenance plan	Is our understanding correct, that periodic repainting and rectification of body shell damage, other than minor touch up, will have to be done in an outside facility (i.e. not in the Amtrak Maintenance Facilities) and will be a Contractor cost except for damage caused by Vandalism and graffiti?	**Pending**
666	3/26/2014	Technical	C	7	Amtrak assumes it may be necessary to perform Component Overhauls as required for Scheduled Maintenance. Where Amtrak has the required skill sets for the Overhaul scope, the Contractor shall consider Amtrak as a prospective third party subcontractor.	Are these the items Amtrak is considering in 4.4.2 of the MRS? How should this be reflected in the pricing of schedule D?	**Pending**
667	3/26/2014	Technical	C	9.3	Labor for Unscheduled Maintenance and arising Maintenance will be provided by Amtrak. Where this is a result of a Component or system defect that can be attributed to the Contractors scope of responsibilities, the cost of the labor will be charged back to the Contractor.	Under a Condition based maintenance philosophy (as required in MRS 4.3.2) parts will be replaced on the basis of their condition. Our understanding is that this activity is "scheduled maintenance". Replacing parts that have failed is unscheduled maintenance. Can Amtrak confirm this understanding?	**Pending**
668	3/26/2014	Commercial	C	11.2.12	The need and justification for such changes shall be based on the Contractor's RAMS model;	If the Trainset meets the RAMS requirements, design changes are not required? This requirement should be part of the Trainset contract and not part of the TSSSA. Can Amtrak confirm this understanding?	**Pending**
669	3/26/2014	Commercial	D	30.1	Amtrak has determined that the following Small Business (SB) and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of the estimated total contract value) are appropriate for this Contract: DBE = 5%, SBE = 10%	Can Amtrak confirm that a firm can qualify as both a DBE and an SBE and that the contribution of these firms goes to both the DBE % and also the SBE %?	**Pending**
670	3/26/2014	Commercial	D	30.1	Amtrak has determined that the following Small Business (SB) and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of the estimated total contract value) are appropriate for this Contract: DBE = 5%, SBE = 10%	It will be extremely difficult to practically apply this provision during the TSSSA contract and keep the requirement that spares are provided by the OEM. Suppliers that qualify as DBE/SBE, and produce parts under the rolling stock contract may have parts that do not require much change out during the maintenance contract. Is it possible to obtain a waiver for the DBE requirements under the TSSSA contract.	**Pending**
671	3/26/2014	Commercial	D	6.2.2.4 & 6.2.3.4	If any Scheduled Maintenance Spare or Unscheduled Maintenance Spare is required for the purposes of replacing any Component as a result of Excluded Matter Damage, such Scheduled Maintenance Spare or Unscheduled Maintenance Spare (as applicable) shall be separately chargeable to Amtrak at the price specified in Schedule B (Master Spares List).	Escalation should apply to this price. How does Amtrak intend to apply escalation, should the Offeror suggest the indices to use. Will the index be revisable, every 5 years?	**Pending**
672	3/26/2014	Commercial	D	7.2.1	Contractor and Amtrak shall agree to a detailed plan for the establishment and mobilization of the Technical Support Personnel referencing each of the Amtrak Maintenance Facilities and showing how and when the team comprising the Technical Support Personnel will be brought to full strength by reference to such Amtrak Maintenance Facilities.	Does this mean that the proposal and then maintenance plan should reference the number of people by month that it has included in its costing, and that changes to this number would be a change to the price. Also, where in the price schedule would the cost for mobilization go?	**Pending**
673	3/26/2014	Commercial	D	8.1	In place of actual damages for failing to meet Performance Guarantees, Contractor shall pay to Amtrak as fixed, agreed, and liquidated damages, an amount as calculated in accordance with Schedule C.	Our understanding is that as part of its proposal, the Offeror will suggest an incentive / damages scheme. Is this correct? Will Amtrak accept a cap on the level of liquidated damages equal to10% of the annual value of the contract?	**Pending**

674	3/26/2014	Commercial	D	13.1	Amtrak may, by written notice to Contractor and without liability to Amtrak, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its obligations under the Contract, including but not limited to: (1) failure to complete the Work within the time specified herein; (2) failure to meet any delivery schedule milestone; (3) failure of the Supplies to conform with all requirements of this Contract; (4) failure, without cause, to make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (5) noncompliance with the Laws (as defined in Section 15), Amtrak's rules or the proper instruction of Amtrak; (6) failure to comply with any other provision of the Contract.	Amtrak's ability to terminate the contract, even if one part or milestone is not delivered on time, is excessive. Will Amtrak accept a modification to this provision as follows: "Subject to a cure period of thirty (30) days, Amtrak may, by written notice to Contractor, terminate for default this Contract in whole or in part if Contractor fails to perform or comply with any of its material obligations under the Contract as follows: (1) failure to complete the Work within the time specified herein; (2) failure to persistently meet the delivery schedule milestones; (3) failure of the Supplies to conform with all material requirements of this Contract; (4) failure, without cause, to persistently make prompt payment to Subcontractors or to make prompt payment for equipment, materials and/or labor; (5) noncompliance with the Laws (as defined in Section 15); (6) failure to comply with other material provision of the Contract.	**Pending**
675	3/26/2014	Commercial	D	14.3	In the event of the failure of the parties to agree upon the amount to be paid to Contractor by reason of the termination of work pursuant to this section, the Contracting Official shall determine, on the basis of information available, the amount, if any, due Contractor by reason of the termination and shall pay to Contractor the amount which the Contracting Official determines to be fair and reasonable.	In the event that parties do not agree, would Amtrak consider referring to Section 25 Claims and disputes, rather than exercising a unilateral right?	**Pending**
676	3/26/2014	Commercial	D	15.5	Contractor agrees that, during the term of this Contract and for one year thereafter, Contractor shall not, either directly or indirectly, on Contractor's own behalf or on behalf of others, solicit or recruit any person to terminate such person's employment with Amtrak.	Would Amtrak consider a reciprocal agreement, not to recruit a person working on the contract.	**Pending**
677	3/26/2014	Commercial	D	22.5	To secure Amtrak's rights hereunder Contractor shall place copies of its then current system design, Source Code and Object Code, listings and related Documentation including, without limitation, annotated notes (the "Escrow Materials") for Contractor's software and Subcontractor's noncommercial-available software with an independent escrow agent, subject to the terms and conditions of the independent escrow agent's standard agreement (the "Escrow Agreement") and in accordance with the provisions of this Article 22.5.	Under Intellectual Property Rights, the escrow requirements defined in Article 22.5 appear overly broad and even if reasonable would be more applicable to the design of the train and more appropriate in the new Trainset Contract. As a result, we recommend and request that the TSSSA Contractor get relief from this requirement and this provision be deleted from the TSSSA General Provisions.	**Pending**
678	3/26/2014	Commercial	D	23	Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from supplies, material, deliverables, products or equipment supplied by, or from activities of, or work performed by Contractor, Contractor's officers, employees, agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract.	The indemnification requirement detailed in Article 23 is overly broad. It will shift undue risk onto bidders who will then need to increase their bid price accordingly. Would Amtrak delete 23.1 and 23.2 and replace with the following: "Contractor agrees to defend, indemnify and hold harmless Amtrak and all its officers, agents, and employees from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively 'Claims'), as a result of third party bodily injury or death, or damage to or loss (including loss of use) of any third party property to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of Contractor, Contractor's officers, employees agents, servants, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract."	**Pending**
679	3/26/2014	Commercial	D	23	In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or Subcontractors. Contractor shall also Repair or replace any property of Amtrak which is damaged by its employees, agents or Subcontractors while performing work hereunder.	Article 23.3 allows for consequential damages. This contrasts with industry standards. It would introduce significantly higher risk to bidders, who would then have to increase their price accordingly. Would Amtrak delete 23.3 and replace with the following: "The indemnification obligations under this section shall not be limited by the existence of any insurance policy procured or maintained by Contractor. Notwithstanding any other provisions in the Contract or the applicable law, except in respect of the express Liquidated Damages provisions under the Contract, neither Party shall be liable to the other whether by way of indemnity or breach of statutory duty or in contract (including negligence) for loss of profit or revenue, loss of use, loss of production, loss of generating capacity, loss of contract, cost of replacement transportation, financing charges or cost of capital, or for any financial or economic loss or for any special, indirect, incidental or consequential damage whatsoever except in cases of gross negligence or wilful misconduct of the Contractor, Affiliates, Subcontractors or of their respective executives, employees, agents or dealers or in case of personal injury or death."	**Pending**
680	3/26/2014	Commercial	D	23		The RFP does not contain a limitation of Contractor's liability. To avoid the need for Contractors to price in the inherent related risk, would Amtrak add a new provision as follows: The RFP does not contain a limitation of Contractor's liability. To avoid the need for Contractors to price in the inherent related risk, would Amtrak add a new provision as follows: "The Contractor's annual aggregate liability under the contract whether based upon contract, tort (including negligence and strict liability) or otherwise, shall in no event exceed one hundred percent (100%) of the annual contract value. "	**Pending**

681	3/26/2014	Commercial	D	25	Claims & Disputes	In general, we are amenable to the dispute arbitration process laid out in Article 25. We would just suggest that instead of disputes over $1.0 million not being eligible for arbitration, that all disputes up to $1.0 million, ***and any dispute greater than such amount if mutually agreed by both Parties*** , will be settled per the procedure outlined in Article 25.4.A.	**Pending**
682	3/26/2014	Commercial	D	27	Per Article 27 FORCE MAJEURE, either Party has 5 days to notify the other as to a Force Majeure event.	It will usually require more than 5 days to assess the impact of such an event. In fact, it will often take more than 5 days to even recognize that a circumstance will cause a delay or failure. Would Amtrak consider increasing the notification period to 20 days after discovery of a Force Majeure event?	**Pending**
683	3/26/2014	Commercial	D	29.1.4	4. support for all direct and indirect costs or prices charged to Amtrak.	While Amtrak and OIG may have the right to inspect Contractor data, it should not have the right to require data that supports the costs relating to Contractors price for the base contract agreed with Amtrak.	**Pending**
684	3/26/2014	Commercial	D	29.4	Contractor agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-29.5 Contractor shall include the provisions of this Article in every subcontract or purchase order exceeding $100,000, as well as a provision requiring all Subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding $100,000. Contractor shall be responsible for Subcontractor or lower tier Subcontractor's compliance with this Article.	Can Amtrak confirm that Amtrak's right to audit and question costs relates only to change orders above the simplified acquisition threshold, and not the base contract price that will be agreed with Amtrak? Also, Article 29.5 is missing, can Amtrak please confirm if this is intentional. Lastly, many subcontractors may refuse to accept such a pass down of obligation. Can Amtrak remove this requirement?	**Pending**
685	3/26/2014	Commercial	D	44.3	Coverage under this policy shall have combined single limits for bodily injury (including disease or death) and property damage (including loss of use) of not less than $100,000,000 per occurrence and $500,000,000 in the aggregate.	Insurance levels of this magnitude, to be in force for a 15 - 30 year period will require project specific insurance. Even if it were possible to obtain insurance of this magnitude (and it is likely that it is not possible) , the cost of such a policy will be very high (in the $ millions per year). The level is also disproportionate to the actual risk, when accounting for the fact this is a materials supply and technical support contract and is disproportionate to other similar contracts where the aggregate insurance liabilities is typically $10,000,000. Please can Amtrak amend these limits as appropriate?	**Pending**
686	3/26/2014	Commercial	D	44.1	Contractor shall require all Subcontractors to carry the insurance specified herein, or Contractor may, at its option, provide the insurance for any or all Subcontractors, and if so, the evidence of insurance submitted shall so stipulate.	Most subcontractors (especially bearing in mind the objective to use DBE and SBE companies) will not be able to comply with insurance levels of even 1/10th of the values being required in this article. Can Amtrak revise this clause.	**Pending**
687	3/26/2014	Commercial	D	Schedule E: Handover package	Handover Spares	Our understanding is that at the expiration of the contract, the Contractor will deliver the Handover spares at no cost to Amtrak. This will incentivize the Contractor to minimize the level of inventory just before contract end. Since it is likely that the trains will still be used by Amtrak at the end of the contract, would Amtrak consider amending this provision such that Amtrak and Contractor will, 6 months prior to contract expiry, meet and agree on the quantity and value of the Handover spares to be delivered at the end of the contract. Amtrak will then pay Contractor for the Handover spares, based on the price list agreed.	**Pending**
688	3/26/2014	Commercial	D	10	Warranty provision	Can Amtrak incorporate the following provision into this article: "The warranty is exclusive of normal wear and tear or to damages caused by events outside of Contractor's control, including but not limited to events of force majeure, derailment, accident, vandalism and faulty operation."	**Pending**
689	4/15/2014	Commercial	-	-	-	Amtrak has posted the requirement to deliver the full fleet (Alternative 4 = 28 Trainsets) in 24 months and, conversely, also in GP 8.5 requires delivery of NO MORE than 1 Trainset per month. Also, when do expect the Amendment to be distributed?	**Pending**
690	4/15/2014	Commercial	-	-	-	In reference to the RFP No.X-034-14024 dated 1/24/2014 which call for a Bid Security in page 23 we understand that "irrevocable letter of credit" (SBLC) is one of the forms acceptable to Amtrak. However we do not find the template and/or preferred verbiage for any of the format. The ----- do issue SBLCs to various beneficiaries including Federal and State government authorities who, more often than not, provide/mandate a verbiage of the instrument called for. Please make reference to the RFP and review our question to advise whether there is a standard verbiage or not. We want to have SBLC provided by ------ which is in a way to meet ALL requirements of Amtrak. Your review and reply will be much appreciated.	**Pending**

Solicitation Document Letter	Solicitation Document Title
A	Instructions to Offerors(ITO)
B	Amtrak Trainset General Provisions (GPS)
C	Amtrak - Maintenance Requirements Specification(MRS)
D	Amtrak Technical Support Spares Supply Agreement (TSSSA)
E	Authority Trainset General Provisions(AUTH GPS)
F	Authority Supplementary General Provisions(AUTH GPS)
G	Authority Signature Document
H	Amtrak Sample Contract
I	Amtrak Supplementary General Provisions(SGPS)
J	J. Performance Specification Schedule 1 Part A Rev. 9(PERF SPEC)
K	Amtrak Pricing Schedule and Proposal Form
L	Bid Bond, AIA Document A310
M	Amtrak Operating Plans
N	Amtrak Acela High Speed Trainset Mechanical Department
O	Attachment AA-Regulations and Standards
Exhibit A	Evaluation Process
Exhibit B	Buy America
Exhibit C	Authority Non-Price Forms
Exhibit D	Amtrak Forms
Exhibit E	Amtrak Whole Life Cost Model
Exhibit F	Authority Financial Proposal Requirements
Exhibit G	Authority Price Form
Exhibit H	Authority Whole Life Cost Model
Exhibit I	Financial Capability Submittal Requirements

Appendix Note	Related Question	Content
1	50	Americans with Disabilities Act (ADA) statutory requirements found at 42 USC § 12162(e) and the U.S. Department of Transportation's regulations found at 49 CFR Parts 37 and 38, as amended by the Final Rule titled "Transportation for Individuals With Disabilities at Intercity, Commuter, and High Speed Passenger Railroad Station Platforms; Miscellaneous Amendments," 76 FR57924 (Sept. 19, 2011) and also Public Law 101-336 July 26, 1990 and related updates. With respect to platform requirements, the ADA and implementing regulations generally provide as follows: • Platforms must be "readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs." • Level entry boarding means a boarding platform design in which the horizontal gap between a car at rest and the platform is no more than 10 inches on tangent track and 13 inches on curves and the vertical height of the car floor is no more than 5.5 inches above the boarding platform. • At stations with raised platforms, there may be a gap of no more than 3" horizontal and 5/8" vertical between platform edge and entrance to the rail car without providing a bridge plate, ramp or other appropriate device • Where it is not operationally or structurally feasible to meet such gap requirements, assistive boarding devices (e.g., ramps or bridge plates) are permissible means to accommodate passengers with disabilities. Trainsets designed with a 51 floor height and 10 width door threshold meet the requirements of this regulation. Gap fillers operated as part of the door operation that reduce the horizontal gap when the train is stationary are not excluded from being used.
2	51	The gradient of the contact wire is expressed in terms of percent and is defined as being the difference between the height of the contact wire between two adjacent supports, divided by the span and multiplied by 100. See figure 3.2.3. Throughout the Railroad System the contact wire gradient has been designed not to exceed the values indicated in the following table relevant to the operational speed of the trains.

Train Speed MPH	Max Gradient %	Max Change of Gradient %
0 - 19	2	1
20 - 30	1.3	0.65
31 - 38	1	0.5
39 - 45	0.8	0.4
46 - 60	0.6	0.3
61 - 80	0.5	0.25
81 - 100	0.4	0.2
101 - 125	0.3	0.15
128 -150	0.15	0.075

It should be noted from the table that the change of gradient in the transition area is one half of the maximum gradient for the particular train speed. Ideally, a transition gradient should be at the start and end of each gradient and cover an entire span.

The values in the table above for maximum % gradient are to be based on current AREMA and Amtrak standards, see below:

For yard conditions the maximum gradient should be 2.3%.

For speeds mainline – 20mph to 125 mph (1/5 x spd) x 100 (note: table above is on the range of (2.5xspeed)

For speeds over 125 mph the maximum gradient percentage is 0.15%.

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1	Start			End							
2	Posted Mile	Actual Mile	Feet from NY	Posted Mile	Actual Mile	Feet from NY	Curve #	Track	Degree	Minutes	Radius (ft)
10	7,349	7,356	38 839,00	8,375	8,418	44 447,52	242	3	0	30	11459,34
11	7,349	7,356	38 839,00	8,375	8,418	44 447,52	242	3	0	30	11459,34
12	7,349	7,356	38 839,00	8,375	8,418	44 447,52	242	3	0	24	14324,18
13	7,349	7,356	38 839,00	8,375	8,418	44 447,52	242	3	0	3	114593,40

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	A	B	C	D	E	F	G
1	Posted Mile	Actual Mile	Feet from NY	% Grade (Neg = Descending)			
67221	135.723	224.249	1 184 034.00	0.000			
67222	135.726	224.252	1 184 050.00	-0.200			
67223	135.730	224.255	1 184 066.00	0.000	17.00		
67224	135.734	224.258	1 184 083.00	0.800	16.00		Distance
67225	135.737	224.261	1 184 099.00	0.433	4.00		in feet
67226	135.738	224.262	1 184 103.00	-2.387	13.00		between
67227	135.741	224.264	1 184 116.00	0.400	16.00		2 points
67228	135.745	224.267	1 184 132.00	-0.200	16.00		
67229	135.748	224.270	1 184 148.00	0.800	17.00		
67230	135.752	224.274	1 184 165.00	1.000			

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1	Start			End							
2	Posted Mile	Actual Mile	Feet from NY	Posted Mile	Actual Mile	Feet from NY	Curve #	Track	Degree	Minutes	Radius (ft)
154	73,806	77,038	406 758,00	73,869	77,100	407 090,00	150	1	2	21	2438,16
155	73,744	76,975	406 429,00	73,796	77,027	406 705,00	150,1	1	0	42	8185,24
156	73,326	76,557	404 221,00	73,547	76,778	405 389,00	151	1	4	21	1317,17
157	73,116	76,347	403 112,00	73,293	76,524	404 049,00	152	1	4	4	1408,94
158	60,658	63,525	335 414,00	60,737	63,604	335 829,00	165	1	0	27	12732,60
159	60,562	63,430	334 913,00	60,645	63,513	335 349,00	166	1	0	24	14324,18

	A	B	C	D	E
1	Posted Mile	Actual Mile	Feet from NY	Speed Limit	Reason for Speed Restriction
21	27,186	28,534	150 656,99	125	MAS-TK#3
22	28,000	29,344	154 937,00	140	MAS-TK#3
23	55,444	56,777	299 782,99	110	MAS-TK#3

Extract of "Speed 9-inch" tab

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	A	B	C	D	E
1	Posted Mile	Actual Mile	Feet from NY	Speed Limit	Reason for Speed Restriction
24	27,186	28,534	150 656,99	110	MAS-TK#3
25	28,000	29,344	154 937,00	125	MAS-TK#3
26	32,956	34,295	181 076,24	160	MAS-TK#3
27	33,762	35,095	185 299,59	150	CV 274
28	34,239	35,575	187 836,60	160	MAS-TK#3
29	39,045	40,383	213 223,20	150	CV 275-276
30	40,261	41,596	219 627,51	160	MAS-TK#3
31	55,444	56,777	299 782,99	110	MAS-TK#3

Extract of "Speed 5-inch" tab

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	Current Space	Current Number of Passengers Served by Space
Café Vehicle Crew Working Floor Space	4.2 m^2 (45.2 ft^2)	256
Café Vehicle Food Storage Space	94 m^3 (3,320 ft^3)	256
Café Vehicle Equipment	2.65 m^2 (28.5 ft^2)	256
Café Vehicle Customer Space – Queuing & Social	20 m^2 (215.3 ft^2)	256
First Class Galley Crew Working Floor Space	2.2 m^2 (23.7 ft^2)	43
First Class Galley Food Storage Space	52 m^3 (1,836 ft^3)	43
First Class Galley Equipment	2.0 m^2 (21.5 ft^2)	43

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CALIFORNIA HIGH-SPEED RAIL AUTHORITY

ORGANIZATIONAL CONFLICT OF INTEREST POLICY

I. Purpose

This Organizational Conflict of Interest Policy ("Policy") prescribes ethical standards of conduct applicable to persons and entities entering into contracts with the California High-Speed Rail Authority ("Authority") as authorized by Section 185000 et seq. of the California Public Utilities Code, and applies to subcontractors as well as prime contractors.

This Policy is supplemental to the Authority's general Conflict of Interest Code and does not modify or supersede any requirements contained in that Code.

This Policy is intended to accomplish the following goals:

1. Promote integrity, transparency, competitiveness and fairness in the Authority's procurements and contracts;
2. Prevent bidders and proposers from obtaining or appearing to obtain an unfair competitive advantage with respect to the Authority's procurements and contracts;
3. Provide guidance to enable contractors to make informed decisions while conducting business with the Authority; and
4. Protect the validity of Authority contracts, confidential and sensitive information concerning the High-Speed Rail ("HSR") Project, and other Authority interests.

The Authority recognizes that its goals must be balanced against the need to not unnecessarily restrict the pool of potential proposers or contractors available to participate in Authority procurements and contracts. This Policy neither purports to address every situation that may arise in the context of the Authority's procurements and contracts, nor to mandate a particular decision or determination by the Authority. The Authority retains the ultimate and sole discretion to determine on a case-by-case basis whether an Organizational Conflict of Interest (as defined below) exists and what actions may be appropriate to avoid, neutralize or mitigate any actual or potential Organizational Conflict of Interest or the appearance of any such Organizational Conflict of Interest.

This 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: (a) the requirements of 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) rules of conduct

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1. Recommendations that Would Require Minimal or No Testing

Seats – Risk of Injury & Surveillance Control
Seat design should meet the following requirements:
Risk of Injury: The risk of injury due to secondary impact (i.e. body impacting into the seats) should be minimized by limiting sharp points, sharp corners and abrupt changes of surface stiffness. This is in line with existing crashworthiness requirements.

Surveillance Control: Seats and any associated components should be designed and/or located to eliminate potential hiding places where an IED could be concealed in the railcar or under seats.

Window Systems – Glazing Layup
In general, the following are considered as less desirable glass layups for blast protection because of their failure modes under a blast load resulting in a large number of hazardous fragments:
Untreated monolithic annealed, heat strengthened or tempered single-paned glass

Untreated monolithic annealed, heat strengthened or tempered single-paned glass inner/outer panes on insulating glass unit (IGU) systems

If laminated glass is used a minimum interlayer thickness not less than 1.52 mm of polyvinyl butyral and the actual glass thickness in each layer should be specified to meet the required glazing resistance specified for blast performance

Overhead Luggage Racks – Surveillance Control
Particular attention should be made to surveillance control. Specifically:

The racks and any associated components should be designed and/or located to minimize potential IED hiding places in the railcar.

Fittings – Secondary Retention System
To achieve the stated design objectives, a secondary retention system (e.g. simple cable attachment) should be added to any fitting which has the potential to easily detach from the main structure of the railcar under a blast load.

Communications
Even though the existing systems provided by Amtrak are expected to meet the stated design objectives, it is recommended to include the following:

Efficient environmental designs to facilitate surveillance, increase physical security, eliminate potential hiding places (e.g. trash cans, under seats)

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	A	B	C	D
1	Posted Mile	Actual Mile	Feet from NY (Midpoint)	Platform
2	0,000	0,000	0	New York
3	8,800	10,141	53545,4	Newark
4	3,600	92,931	490676,6	Philadelphia
5	26,800	116,013	612550	Wilmington
6	95,700	184,479	974049,7	Baltimore
7	136,000	224,480	1185255	Washington DC

"Platforms" tab

	A	B	C	D	E
1	Posted Mile	Actual Mile	Feet from NY	Speed Limit	Reason for Speed Restriction
57	88,000	88,903	469 407,00	60	CVS 303/4
58	1,054	89,962	474 997,36	30	30TH ST
59	1,775	91,022	480 596,65	60	MAS-TK#3
60	2,100	91,448	482 845,10	70	MAS-TK#3
61	3,000	92,302	487 355,00	110	MAS-TK#3
62	5,364	94,668	499 849,02	90	CV 308-311

"Speed 5-inch" tab