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<td>1</td>
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<td>Exhibit A</td>
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<td>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.</td>
<td>We 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.</td>
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<td>2</td>
<td>1/31/2014</td>
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<td>We 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.</td>
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<td>3</td>
<td>1/31/2014</td>
<td>Commercial</td>
<td>K</td>
<td>Alternatives 1-4</td>
<td>In accordance with the instructions to Offerors (and 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).)</td>
<td>We understood that the Authority's two prototype Trainsets are part of the Amtrak contract to the document “Schedule 4: PRICING SCHEDULE AND PROPOSAL FORM RFP RELEASED 01.24.16.pdf” under Alternatives 1-4, should it therefore not read “Authority prototype (includes 1. Above)&quot; rather than “Amtrak?&quot; No: Authority will purchase the prototypes under the Authority contracts as RFP Amendment will be issued. [Changed response]</td>
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<td>4</td>
<td>1/31/2014</td>
<td>Commercial</td>
<td>A</td>
<td>Section 4 Order Quantities</td>
<td>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.</td>
<td>When may we expect release of the MRS and TSSA documents? It is anticipated that the Amendment containing both the MRS &amp; TSSA will be released in the week commencing February 17, 2014.</td>
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<tr>
<td>5</td>
<td>1/31/2014</td>
<td>Commercial</td>
<td>A</td>
<td>Section 31 Solicitation Documents</td>
<td>C. Amtrak – Maintenance Requirements Specification (MRS), ___ pages, dated, (to be added as an Amendment). D. Amtrak – Technical Support Spares Supply Agreement (TSSA), ___ pages, dated, (to be added as an Amendment)</td>
<td>The Contractor shall provide a Trainset platform of a Service-Proven design, or a variant of a Service-Proven Trainset platform</td>
</tr>
</tbody>
</table>
1. The Contractor shall provide details confirming that the Trainset will not exceed the maximum axle load specified.

2. The maximum axle load shall be in accordance with 2008 HS RST T1.

3. 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.

4. 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.

5. The maximum individual static axle load of any axle shall not be greater than 14% of the individual static axle load.

6. 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.

7. Individual static axle loads shall not be less than 5 tonnes (5.5 tons).

8. The minimum seat width shall be 508 mm (20 inches) measured from the inside edges of the arm rests.

9. There is one specific reason why the seat width for First Class and Business Class seating is identical.

10. What is the required dwell times for normal passenger flow?

11. Regarding to the Project of Next Generation Trainset and Other Related Goods and Services with Off For NEXT GEN TRANSIT, we require to postpone the closing date of above-mentioned project since we need more time more time (additional one month) for preparing the required technical and commercial documents and submission.

12. There is no number 10 in this section or just not present.


14. Estimate Seat Cost Adjustment (monthly cost of one-seat less Free [450])

15. 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 options quantities shown above are estimates of potential demand only and do not represent guaranteed future orders of Trainsets by either Amtrak or the Authority.

The Offeror is requested to submit pricing for the provision of additional business class vehicles that will enable the Amtrak configuration to be extended to provide up to a 22.33% increase in passenger capacity. An explanation of the measures to achieve this proposal shall be provided.

Could you please explain how to bid this option without surpassing the maximum total length of 205m (670 ft, 7 in) as required in “Schedule 1 – Part A, Ten III Fleet 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-up) 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.

In the Key Authority prototypes are included in the Amtrak Contract, can it be assured that all Amtrak contractual conditions, payment schedules, etc. will apply to those Authority prototypes? See response to question 14.

18 2/17/2014 Commercial A/Exhibit A 2. INTRODUCTION/ OVERVIEW & 3.4 Program

Amtrak, Phase 1 of the Operating Plan calls for the addition of peak hour half hourly service that requires 6 additional Transits to operate alongside the existing MoHa. Hence, should the number of Transits needed for these additional services.

Section 6 - 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 sections 2.3.4 of Exhibit 6 is to be measured against Alternative 6. It will be updated to reflect this change.

19 2/17/2014 Commercial A 2. INTRODUCTION/ OVERVIEW

Amtrak and the Authority may determine that there are no Common Platform solutions, the Authority may select 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 Transits pass Stage 2 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 bidders of this decision in an Amendment to the Solicitation.

20 2/17/2014 Commercial A Section 14

Offeror shall present its proposal material as a cohesive package that is divided into the four distinct stages (Stage 1 through 4) as part of the Technical submission and Stage 5 for the financial submission. For Amtrak only; for the Authority only.

Can the Authority determine their own requirements, but none of them are viable. Do we have to submit two different proposals separately. One is specifically for Amtrak and another one is specifically for the Authority? Or do 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 2/17/2014 Commercial A Section 22

The amount of the bid bond or guarantee shall equal two million dollars ($2,000,000) 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 2/17/2014 Commercial A Section 1 - Section 5

Section 5. In addition, within one (1) business day after the Closeout Date, ten (10) hard copies of Offeror’s Final Financial proposal (Separate folders for Financial proposal and Schedule) must be received by Amtrak’s Solicitation Contract below.

The date on May 18, 2014 is Saturday which is not business day. However, as mentioned in section 5, the proposals due hand copies day is on May 17, 2014. Please clarify.

Financial hand copies will be due the same day as the electrical submission which is July 18, 2014. Referred to Amendment 6. Changed response

23 2/17/2014 Commercial A Section 1

Can we directly participate in the solicitation or do we have to find a agent? We asked Offerors may directly participate in the solicitation. It is not required to find an agent.

24 2/27/2014 Technical i 1 - Executive Summary

The Contractor shall provide a Common platform of a Service Proven design, or a variant of Service-Proven Trainset platform, with the following key features.

The FAA will place unique requirements on the equipment it would be foolish 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 i 1 - Executive Summary

The Contractor shall provide a Common platform of a Service Proven design, or a variant of Service-Proven Trainset platform, with the following key features:

Security is not defined in Sections 2.

Amtrak. Refer to Schedule 1 – Part A, Section 1.1.2. to Authority: Authority’s DMS included in the IFP references FTA Circular SB010 for Security and Safety Management Guidance for Major Capital Projects. Changed response.

26 2/27/2014 Technical i 3.1 - Acronyms and Abbreviations

CAB – Association with Disabilities Act of 1990 (regulations promulgated thereunder, including 49CFR Parts 27, 37, and 38 and DOT clarification letter of December 14th 2012)

The current definition of “Civil” includes reference to a 2012 clarification letter from the FAA, we request a similar reference to a letter from Robert C. Ashley, 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 i 2.2 - Definitions

Vehicle: A passenger equipment of any type and includes a car, trailer car, locomotive, power car, or similar rolling stock.

While it is defined as "passenger equipment", it is not clear if an articulated vehicle will be considered one vehicle articulated vehicle falls within the definition of “similar rolling stock”.
The Trainset shall accommodate an estimated annual mileage of 50,000 km (30,000 miles) per Trainset while operating on the Operator's network.

The Vehicle floor height above TOB shall be 1295.4 ± 0.25 inches.

Trainset static axle loads shall be in accordance with 2008 HS-20 TSI.

The Contractor shall provide a Safe Cell, First Class and First Class Aisle space at least equivalent to the Amtrak Express, as described in the table below.

### Amtrak Food Service Requirements

The Contractor shall assume that the current Amtrak Express train food service arrangements will prevail (i.e., that 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 respective Owner will be selecting one Trainset platform from the three listed below, which will be identified prior to Contract award:

- A Trainset UIC profile that complies with the perspective Owner's interface requirements in Section 12.2.7 and 12.3.10, respectively. For Amtrak, the Vehicle interior width measured at reference level shall be a minimum of 115 inches (2921 mm).
- A Trainset that meets a maximum allowable width as defined by the Amtrak/Carrance Diagram (DG-1315 Rev. B). (Diagram is attached to this Specification).
- A Trainset that meets a maximum allowable width as defined by the Authority's DC-50 Carrance Diagram.

We understand (a), (b) and (c) to be loading gauge requirements.

We assume (d) will apply for Amtrak (as indicated in 12.2.7) and (e) for California (as included in California High-Speed Train Project - Design Criteria Rev.1, January 2014).

See CID Section 2.
36 2/27/2016  Technical  i  8.3.1 Paint/Graph  The paragraphs shall be of a proven design capable of current selection at all speeds up to 70 mph (110 km/h). The maximum speed specified (80 km/h) may be appropriate for California but seems excessive for Amtrak given that 12.2.12 requires only 25.7 km/h. For Amtrak, the paragraphs shall be of a proven design capable of current selection at all speeds above the maximum operating speed. An Amendment will be issued.

37 2/27/2016  Technical  i  8.10.2 Operating Speed  For Amtrak, the Trainset shall be capable of an initial maximum continuous Operating Speed of 255 km/h (160 mph) under full load conditions, and a testing speed of the Operating Speed plus 10 mph. Further enhancements to this shall be shown in the "Options Schedule" Section 3.1.5. The Testing 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 393 km/h (242 mph). What are the allowances limits for design at these speeds? For Amtrak, Aachen limits for service braking under dry clear non-adhesive conditions are usually 15% or higher for speeds up to 145 mph. Values for emergency braking can be allowed to increase by approximately 20% than that for service braking. Modern propulsion systems develop adhesion loads often exceeding 25% on clean dry rail. Data on adhesion levels obtained speeds above 100 mph is not available to Amtrak, but should generally follow the experiences of the suitable equipment on dedicated right of way as is experienced in other parts of the world, with general temperature climate conditions. Degraded values for adhesion under poor climate conditions will vary significantly.

38 2/27/2016  Technical  i  8.11.1 Ship Power Supply Acceptable  Auxiliary power receptacles and jumper cables shall be installed in each end and each side of the Trainset. Are we assured that the standard Amtrak HFI from the plugs and receptacles will be acceptable to both Amtrak and California? Yes. Will be verified during the design stage.

39 2/27/2016  Technical  i  8.11.8 Readable Marking Devices – Marker Lights  Derail lights shall be of an approved LED design. Can LED marker lights be obstructed by snow accumulation (no heat emission), can we also consider conventional lights? Yes. LED lights required.

40 2/27/2016  Technical  i  8.11.10 Passenger Information Sign  The Contractor shall provide for dynamic atexit signage and end-of-vehicle signage, together with dynamic signage in window, bifold door service areas, and other passenger circulation spaces. We assume the requirement for "dynamic at exit signage" - refers to a feature similar to that currently in place above each seat (as per seat) on the Amtrak and not to internal seatback/wall signs. Amtrak: Refer to Appendix J, Amtrak Design Ambitions of vehicle interiors.

41 2/27/2016  Technical  i  8.16.12 ADA Complaint Call-for-Assist Signal  Should call buttons be required only for disabled passengers who choose to sit in the designated location. In this envision scenario? ADA shall be further activated when the train is operating (this includes both in motion and stopped at a station, and in revenue and non-revenue service). Additional information is requested as to the call buttons. Amtrak: Yes, please see "On-board diagram" attachment for details. The Contractor is responsible for providing the onboard equipment required for collecting and transmitting the required data to the Amtrak wayside infrastructure. The Authority: The provided communications has not yet been determined. An Amendment will be issued.

42 2/27/2016  Technical  i  8.16.14 Internal and External Camera Video Recorders  These cameras shall continuously record activities in front of the Trainset. What is the assumption is not correct. Simply comply with Section 8.11 as written.

43 2/27/2016  Technical  i  8.18.14 External Video Camera – Forward Facing Cameras  These cameras shall continuously record activities in front of the Trainset. Should the external camera record while the train is stopped (e.g., at a station)? Yes.

44 2/27/2016  Technical  i  8.17.1 Requirements and Information  A vehicle shall be capable of transmitting collected data over the Owner-provided communication infrastructure to an appropriate wayside facility. If the "Owner-provided communication infrastructure" has been defined? For Amtrak: Please see "On-board diagram" attachment for details. The Contractor is responsible for providing the onboard equipment required for collecting and transmitting the required data to the Amtrak wayside infrastructure. The Authority: The provided communications has not yet been determined. An Amendment will be issued.

45 2/27/2016  Technical  i  8.17.1 Requirements and Information  A vehicle shall be capable of transmitting collected data over the Owner-provided communication infrastructure to an appropriate wayside facility. The Contractor is responsible for providing the onboard equipment required for collecting and transmitting the required data to the Amtrak wayside infrastructure. The Authority: The provided communications has not yet been determined. An Amendment will be issued.

46 2/27/2016  Technical  i  8.17.7 TMGS Terminal List  Each vehicle shall be provided with a TMGS terminal list, including units that shall be installed in both ends of the Trainset. A Terminal Unit shall also be provided for the crew compartment. In addition to the required information above, this unit shall also transmit Data to the crew member’s display unit.

47 2/27/2016  Technical  i  8.18.5 Lifting and Jacking Locations  Each Bogie shall be provided with jack resistant pads to allow lifting by floor jacks. Is this the intent of the requirement for trucks to have – star resistant pads to allow lifting by floor jacks? To permit lifting of the car off the track 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 track? No. The aim is to lift the entire bogie.

48 2/27/2016  Technical  i  8.22.3 Intermediate Couplers  The intermediate sections of the Trainset shall be non-permanently coupled. Are the intermediate sections of the Trainset shall be intermediately or otherwise non-permanently coupled? Derivation means the intent of semi-permanently coupled.

49 2/27/2016  Technical  i  11.2.1 Interior Aesthetic Design Concepts  Why do we assume the sections requested here involve only graphics and not cabin design? Yes, this section refers to exterior aesthetics and not cabin design.
The vehicle floor height above TDR shall be 1295.4 ± 6.35 mm (51 ± 0.25 inches).

The nominal dimension specified for the vehicle in (b) and the platform in (c) produce a guaranteed nominal vertical misalignment of 0° and horizontal gap of 0°, both for greater than the maximum permitted by the American with Disabilities Act "Tidal Rule" (0.625" and 0.75" 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.)

- 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 15 inches on curves and the vertical height of the car floor is no more than 5.5 inches above the boarding platform.
- In stations with raised platforms, there may be a gap of no more than 3" horizontal and 0.75" vertical between platform edge and egress 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 7.1.
Catering Concept

Is it planned to keep the existing catering concept or to implement a new catering concept? Else offeror propose a new catering concept, specifically related to the storage hardware / trolley / cart / trolley cart/cooking concept?

Amtrak intends to have a service that has food and drink service in a distinct section. At the time of this solicitation, it is not the intention that this service be weekly as is offered today. Rather, Amtrak is looking to update the presentation of food products and the service style in a 21st Century setting that mimics what our customers see in other establishments and on other trains. Amtrak Design Vision document aims to suggest ways to achieve these food service goals in part by increasing passenger throughput and reducing waiting times through design considerations. Offers are also referred to Q75f: "Chained Response".

Art Car.

Not in 2014 Car Storage

Are (2) Non-Refrigerated Car Storage in (6) Carriers Storage in Pantry

Is there a standard trolley required by Amtrak or in the different line to be used? Yes, we have standard non trolleys on cars.

Car. Storage

6000 ft³ is a significant portion of the volume of a coach. Can it be assumed, that in case the cap/cart quantity are integrated in the galley, the required storage space is reached? If not, where does the requirement relate to?

Assumption is correct.

Car. Storage

6000 ft³ is a significant portion of the volume of a coach. Can it be assumed, that in case the cap/cart quantity are integrated in the galley, the required storage space is reached? If not, where does the requirement relate to?

Assumption is correct.

Proposals Due Date: May 16, 2014

Proposal Due Hard Copy: May 17, 2014

Just Day for Submission of Questions/Exceptions: March 17, 2014

Do not delay for receipt of all Proposals that have been exhausted. The date remains July 14, 2014. Refer to Amendment 6, "Chained required."
66 2/28/2014 Commercial B 6.3, 6.4. Contractor shall furnish and maintain during the term of the Contract and until issuance of a Certificate of Year Acceptance... 6.4. Contractor shall maintain in effect such warranty (guaranteed) 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 returned by the supplier once the respective completion milestones are reached.

67 2/28/2014 Commercial Exhibit F Section B "Cost Model", Section I "Financial Plan", "Alternative Financial Approach" According to the definition of the “Dodd-Frank Wall Street Reform and Consumer Protection Act”, the Authority is defined as a “Municipal Entity” and is therefore governed by Dodd-Frank. In that context, would the Authority please confirm that it is seeking so-called "Independent Registered Municipal Advisor" when structuring, evaluating or negotiating any type of financing related to 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. Owner shall pay Contractor each Milestone Contract Amount by making Milestone Payments upon Contractor’s achievement of 100 percent completion of each Milestone.

Do we clarify if we pay the supplier based on milestone payments, which indicates a standard procurement model. Could the Authority please clarify what the desired payment/intent of the Cost Model is?

The intent of the Cost Model is to support the Owner’s price proposal, delivery, and milestones schedule, and proposed Financial Plan (see Section II, Exhibit I).

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?

We confirm that the suppliers' models will not be audited.

70 2/28/2014 Commercial Exhibit F Section B "Cost Model" Why we briefly ask the Authority to clarify based on which quantity of Transkit suppliers are supposed the back-up the cost model? Shall option orders be included? If so how many and under which delivery schedule?

We are not looking to explore option orders in the bid.

71 2/28/2014 Commercial Exhibit F Section B "Cost Model" If the model is already envisaged by the Authority 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 BVP, including quantity of Transkit ordered, timing of the order envisaged financing and the Authority's potential participation as it is the envisaged payment mechanism to the supplier, SPV 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, the financial advisor and the supplier if partnership is deemed, we may 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, any assumptions made by suppliers will be non-binding.

The Authority is not requesting the contractor to arrive financing or be made available. The Contractor will be paid through Milestone Payments and any financing that is anticipated by the Contractor to arrive under Authority Contract is at the discretion of the Contractor and shall be included in the Financial Plan submitted under Exhibit I.

72 2/28/2014 Commercial Exhibit F Section II "Financial Plan" The bidder shall provide a 5-page financial plan outlining the financial and commercial structure that shall be in place to deliver the Trains.

Would the Authority please clarify which quantity of Trains shall be covered by the Financial Plan requested and under which delivery schedule? Also, given that the amount of debt 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?

We are planning on finalizing the RFA and ETT concerning this topic. Final disposition of this will be resolved in Tier III RPM II.

73 2/28/2014 Technical J 12.1.1 120 CFR 230.133 Pilots, snowplows, and plates. (a) After January 1, 1982, 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 5 inches, and the maximum clearance of 6 inches.

Please advise how this conflicting requirement shall be resolved.

There are ongoing discussions within the RRA RAS ETT concerning this topic. Final disposition of this will be resolved in Tier III RPM II.
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<td>B.12.2 Types of Brake Subsystems</td>
</tr>
<tr>
<td>91</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.1 General Description</td>
</tr>
<tr>
<td>92</td>
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<td>Technical</td>
<td>j</td>
<td>B.12.2 Types of Brake Subsystems</td>
</tr>
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<td>93</td>
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<td>j</td>
<td>B.12.1 General Description</td>
</tr>
<tr>
<td>94</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.2 Types of Brake Subsystems</td>
</tr>
<tr>
<td>95</td>
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<td>Technical</td>
<td>j</td>
<td>B.12.1 General Description</td>
</tr>
<tr>
<td>96</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.2 Types of Brake Subsystems</td>
</tr>
<tr>
<td>97</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.1 General Description</td>
</tr>
<tr>
<td>98</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.2 Types of Brake Subsystems</td>
</tr>
<tr>
<td>99</td>
<td>2/28/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.1 General Description</td>
</tr>
</tbody>
</table>

The Trainset shall be equipped, at each end of the Trainset, with an automatic center buffer coupling, geometrically and functionally compatible with a "Type 10 birth System automatic center buffer coupler".

Does Amtrak intend to use the Trainsets in double traction in revenue service? Yes.

The original requirements are laid out in "Schedule 1 Part A_Tier III Next Gen Trainsets_Tier Spec Rev 9.012414[1].pdf". Amtrak has reassessed the requirements and determined that the requirements have been satisfied. The new requirements are now included in "Schedule 1 Part A_Tier III Next Gen Trainsets_Tier Spec Rev 9.012414[2].pdf" which will be updated accordingly. The original requirements have been satisfied.

MTBSI is the sum of MTTR and MTTF. MTBSI will be 7,325 hrs. and new MTTR is 0.51 hrs. New MTBSI will be 99.9894% has been calculated by 4800 hrs. and new MTTS will be 0.65 hrs. Availability will be 99.9894% was calculated by 4800 hrs. and new MTTS will be 0.65 hrs.

Please confirm that "unlimited period of time" is valid under normal operating conditions, i.e.: air is available/compressor is working.

Please confirm that the system is valid for service braking, emergency braking and penalty braking.

Please confirm that the means of braking (friction and electric) are valid for service, emergency, and penalty brake applications. The means and methods of the use of these means of braking require 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 9 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."
This document contains a variety of sections discussing various topics. Here are some highlights:

**1.22.5 Wheel Slip/Slide Protection (WSP)**
The function shall operate with 15 wheel sizes, new through running, and shall periodically self-calibrate wheel speed to compensate for wheel wear to maintain performance of at least 90% efficiency.

**Self-calibrate**
Does "self-calibrate" mean that the wheel diameter should be automatically determined by the control system?

**Amtrak**
Could you explain to us what is the meaning of un-cancelled amount (the "Reduction Amount")?

**Reduction Amount**
The full contract values.

**Slip/Slide wheel**
Could you accept one sunny as payment bond, another sunny as performance bond, and a third one as maintenance bond?

**Performance Bond**
The bonds do not need to be from the same sunny.

**Speed to MPH**
Would the Benchmark for the "curves" spreadsheet for high-speed passenger service at least 275.7 mph (440 mph) for a minimum of two years.

**Speed (Mph)**
84% efficiency.

**3/6/2014 Technical J**
Defining Service-Proven

**Service-Proven**
Reference standard trackidden is use in a continuous high-speed passenger service at least 2043, 14324.18 ft., or twice, 14324.18 ft.

**Trainset**
Can you please totally confirm that the average weight of a male passenger (84.2 kg) and the average weight of a female passenger (6.2 kg) are with baggage?

**Trainset**
Correct only if the Trainset layout permits cab access from the interior of the Trainset.

**Trainset**
For the Authority, the maximum Trainset weight shall be such that all of the side-entry doors of the Trainset in double traction can be at a platform having a length of 407 ft (1,235 ft).

**Trainset**
We understand that the side entry doors are the passenger entry doors and exclude the cab access doors. Is our understanding correct?

**Trainset**
The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism.

**Trainset**
Can you characterize or quantify the types of vandalism that the interior and exterior should resist?

**Trainset**
The Trainset interior and exterior shall be sufficiently robust to resist damage from vandalism, misuse, and terrorism. Also, refer answers to Questions 20 and 29.

**Trainset**
Please indicate the specific load conditions under which the Vehicle floor height above TFL shall be 1306.4 x 8.5 in (51+16.25 in).

**Trainset**
Correct only if the Trainset layout permits cab access from the interior of the Trainset.

**Trainset**
We understand that the side entry doors are the passenger entry doors and exclude the cab access doors. Is our understanding correct?

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**Trainset**
Correct only if the Trainset layout permits cab access from the interior of the Trainset.

**Trainset**
We understand that the side entry doors are the passenger entry doors and exclude the cab access doors. Is our understanding correct?
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 10 or 15 feet, a very small increment leading to file containing more than 67000 lines for 232 miles. When comparing this with the equivalent data in the file “Next Gen MFP to Boston South Station Route Profile.xlsx” where the grades are also defined, there are significantly less lines: only 500 for 232 miles. Should 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 variations of grade in very small distances such as the example below where there are many other points like this in the complete file:

<table>
<thead>
<tr>
<th>x</th>
<th>y</th>
<th>Grade</th>
<th>Time to 17 feet</th>
<th>Time to 4 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>67223</td>
<td>0.805 ascending grade</td>
<td>17 feet</td>
<td>67224</td>
<td>0.803 ascending grade</td>
</tr>
<tr>
<td>67225</td>
<td>0.632 ascending grade</td>
<td>4 feet</td>
<td>67226</td>
<td>2.087 descending grade</td>
</tr>
<tr>
<td>67227</td>
<td>0.600 ascending grade</td>
<td>16 feet</td>
<td>67228</td>
<td>0.200 descending grade</td>
</tr>
<tr>
<td>67229</td>
<td>0.800 ascending grade</td>
<td>17 feet</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do you confirm such quick grade variations for us short distances?

Moreover, the same document details the New London profile, are flat for miles.

A flat profile does simplify our comparative analysis of the Two Stations.

Note: We are surprised to see no curve between curve 132 and curve 145, which represents 13 miles of straight line. Can you confirm that this is effectively the case?

Moreover, Amtrak/Authority has specified that the performance of the three routes will be measured using the life-cycle cost of the trainset. This includes the costs of purchase, maintenance, and operation. The Authority will use this information to make its final decision on which route to invest in.

Amtrak will evaluate the whole life cost, rather than first cost basis, of each Offeror’s Amtrak Financial Proposal using Exhibit 1 (the “Amtrak Whole Life Cost Model”). The value assessment shall cover the period October 1, 2016 to September 30th, 2026.

We would like to know what dates should be used for the Commencement of Work date to ensure all bidders use a common start date for their respective Whole Life Cost Models?

For Authority: See response to Question 75.
100 3/1/2014 Technical i Attachment A - Next Gen DC to NY The "Speeds-0 inch" tab provides speeds for Focused Miles 32.056, 32.762, 36.229, 10.045, 46.261 while the "Speeds-0 inch" tab does not specify any value for those Focused Miles and therefore implies that the speeds remain constant at 100 mph between Focused Miles 28.000 and 55.461, a slower speed than the allowed one in the 5 inch tab. Could you please review and confirm if this is correct or provide an updated file?

101 3/7/2014 Technical i B.1.1 The interior space for Amtrak shall provide a Coach Vehicle Gallery and First Class Gallery space at least equivalent to the space 표호, as described in the table in Appendix A.

102 3/7/2014 Commercial i - A - - We kindly request a 45-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 Trains and Other Related Goods and Services.

103 3/7/2014 Commercial Exhibit C Input Constants Power Consumption Should power consumption be calculated using the "Average annual Trainset miles" included in the operating plan at Amtrak’s current speed profile?

104 3/7/2014 Commercial Exhibit F Input Constants 1.0 MVP of Energy Costs With a public and speed profile should we be asked for the calculation of the CBA/CF index?

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?

108 3/14/2014 Commercial i Section 2 1) INTRODUCTION/GUIDEW This intends to establish the Solicitation of "Common Platforms", so that we are able to define Amtrak, Trains for Amtrak and the Authority. As detailed in the Solicitation, we will accept proposals for both Common Platforms and Amtrak specific requirements.

109 3/14/2014 Commercial i Section 2 1) INTRODUCTION/GUIDEW If Amtrak and the Authority determine that there are no Common Platform solutions, the Authority may ask the proposer process and Amtrak may continue with a stand-alone process.

110 3/14/2014 Commercial i Section 2 1) INTRODUCTION/GUIDEW i) Officers 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. All the width of Trainset is allowable. For Amtrak, acceptable widths are a Trainset UIC profile that complex with the Amtrak Interface requirements in Section 12.2.7 of Schedule B. and has a minimum interior width of 115 inches (2011) measured at a height of 115 inches, measured at a height of 115 inches. If the understanding is correct.

111 3/14/2014 Technical i Section 2 1) INTRODUCTION/GUIDEW i) Officers 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. All the width of Trainset is allowable. For Amtrak, acceptable widths are a Trainset UIC profile that complex with the Amtrak Interface requirements in Section 12.2.7 of Schedule B. and has a minimum interior width of 115 inches (2011) measured at a height of 115 inches, measured at a height of 115 inches. If the understanding is correct.

112 3/7/2014 Commercial i - - Section 2 We hereby request an updated file for our internal use and thatAmtrak and the Authority determine that there are no Common Platform solutions, the Authority may ask the proposer process and Amtrak may continue with a stand-alone process.

113 3/7/2014 Commercial i - - Section 2 We hereby request an updated file for our internal use and thatAmtrak and the Authority determine that there are no Common Platform solutions, the Authority may ask the proposer process and Amtrak may continue with a stand-alone process.
### 111 1/14/2014 Technical A/A

**Section 2 of A Section 7.2.1 of 1**

<table>
<thead>
<tr>
<th>Instruction To Offeror</th>
<th>Trainset Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.2.1 Requirements and Information</td>
<td>The respective Owner will be selecting one Trainset platform from the three listed below, which will be identified prior to Contract award.</td>
</tr>
<tr>
<td></td>
<td>A Trainset UIC profile that complies with the perspective Owner’s interface requirements in Section 12.2.7 and 12.3.0, respectively. For Amtrak, the vehicle interior width measured at the sill level shall be a minimum of 115 inches (3.00 m).</td>
</tr>
<tr>
<td></td>
<td>A Trainset that meets a maximum allowable width as defined by the Amtrak Clearance Diagram 05-135 Rev. E. (Diagrams is attached to this Specification).</td>
</tr>
<tr>
<td></td>
<td>A Trainset that meets a maximum allowable clearance as defined by Amtrak Clearance Diagram 05-135 Rev. E is acceptable to both Amtrak and Authority (OHR).</td>
</tr>
</tbody>
</table>

1. Trainset Performance Specification states that the acceptable Trainset Clearances will be selected prior to Contract award by Amtrak, i.e. Amtrak and OHR. Instructions to Offerors specify the alternate different clearances acceptable to Amtrak and the ones acceptable to OHR. Please confirm that the understanding is correct.

2. Since OHR does not accept Trainset with UIC profile clearance, as per the instruction to Offerors requirements/statement, Trainset Performance Specification requirement 7.2.1 is not anymore applicable to OHR. Please confirm that the understanding is correct.

3. Please confirm that the Trainset having the maximum allowable clearance as defined by Amtrak Clearance Diagram 05-135 Rev. E is acceptable to both Amtrak and Authority (OHR).

4. Instructions offers by Offerors specifies the alternate different clearances acceptable to Amtrak and the ones acceptable to OHR. Please confirm that the understanding is correct.

<table>
<thead>
<tr>
<th>Instructions</th>
<th>Refer to response 2 of comment 120.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions</td>
<td>Refer to response 1 of comment 120.</td>
</tr>
</tbody>
</table>

### 112 1/14/2014 Commercial A

**Section 2**

<table>
<thead>
<tr>
<th>Instruction To Offeror</th>
<th>Trainset Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 Deviation from Plan</td>
<td>We would like to have a clear understanding about the quantity of the Trainsets for Amtrak and for Authority (OHR). The Media Release of AMTRAK/OHR dated January 24 2014 announces the procurement of up to 28 Trainsets for Amtrak and at an initial order of 15 Trainsets for OHR.</td>
</tr>
<tr>
<td></td>
<td>1) Could you please explain how 28 Trainsets are calculated? What is it included in the figure in addition to the 15 Trainsets of Alternative # 4 (refer Amtrak operational plan)?</td>
</tr>
<tr>
<td></td>
<td>2) 15 Trainsets for OHR is the sum of 2 prototypes and of 13 Trainsets for Fleet 1. Please confirm.</td>
</tr>
</tbody>
</table>

1. For Authority: the number "up to 28" is not used in the RFP. It was used in Amtrak’s discussion with media to give an approximate use 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 alternative 1 through 6. In developing these quantities, the builders should include the number of TrainSets they feel would be needed in daily service plan, plus those needed for longer term maintenance and spares for unexpected occurrences for each of those alternatives that reflects the builders’ value of the number of the Amtrak 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 least commercial value to the corporation.

2. For Authority:家庭 – identification will be issued in Amendment 6. (Changed response)

### 113 1/14/2014 Commercial A

**Section 2**

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<td>We understand that, in the calculation of the number of Trainsets to be offered for alternative 1, the Offerer shall count the Trainsets required in operation and additional Trainsets (spares) to be used in maintenance works so to have 6 Trainsets always in operation.</td>
</tr>
<tr>
<td></td>
<td>1) Please confirm the understanding is correct.</td>
</tr>
<tr>
<td></td>
<td>2) Please confirm that for the calculation of Alternative 2 and 3 and 4 to be offered, the Offerer shall add to the number of Trainsets specified for each Alternative in the Amtrak Operational Plan (attachment 11.1 of the Trainset Performance Specifications) the relevant spare Trainsets.</td>
</tr>
</tbody>
</table>

1. Yes, that occurred – All the files + Dailyilia diagrams in service plans (except for long term overhaul), maintenance and revenue service availability. |

### 114 1/14/2014 Commercial A

**Section 2**

<table>
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<tbody>
<tr>
<td>2.5 Deviation from Plan</td>
<td>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 services.</td>
</tr>
<tr>
<td></td>
<td>We understand that, in the calculation of the number of Trainsets to be offered for alternative 1, the Offerer shall count the Trainsets required in operation and additional Trainsets (spares) to be used in maintenance works so to have 6 Trainsets always in operation.</td>
</tr>
<tr>
<td></td>
<td>1) Please confirm the understanding is correct.</td>
</tr>
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<td>2) Please confirm that for the calculation of Alternative 2 and 3 and 4 to be offered, the Offerer shall add to the number of Trainsets specified for each Alternative in the Amtrak Operational Plan (attachment 11.1 of the Trainset Performance Specifications) the relevant spare Trainsets.</td>
</tr>
</tbody>
</table>

1. Again correct – the daily number of diagrams to be executed is stated in 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 REL to propose a recommended fleet size.
1.) Offer Quantities: The Amtrak (Buyer) quantity may be ordered under the initial order or in multiple orders at various times. The Amtrak Transnet quantity to be included in the procurement contract is the quantity of the chosen alternative (paving the possible exceptions from sections 2 to 7 of the ordered offer). Once alternative 1, 2 and 3 should cover phase 1 of the Amtrak Operation Plan attached to Train Performance Specification and alternative 4 should cover later phase 2, please confirm alternative 1, 2 and 3 quantity will not be split in multiple orders and on contrary alternative 4 may be split 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 no multiple orders will be placed.

2.) Options for Amtrak

2.) Additional Individual Passenger Car Vehicles

The Offeror is requested to submit pricing for the provision of additional business class vehicles that will enable the Transnet configuration to be extended to provide up to a 35.33% 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 Transnet of 33.33% (about 140 seats) by the addition of business class vehicles so to have a new Transnet configuration. Please clarify the following about Transnet length requirement:

1.) Shall the new configuration comply with Transnet length of the TPS 2105 m? (2105 meters)
2.) In terms of form, is it allowed to extend the train length indicated in the TPS 2105 m?
3.) In addition please clarify the following about performance (acceleration, speed) requirements:
   a. Has the new train configuration to respect the performances (acceleration, speed, etc.) indicated in the TPS?
   b. Is it possible to introduce lower performances?
4.) As a clarification, please confirm if the new configuration will extend the response time and cost of the current configuration.
5.) Please specify respectively the acceptable extra Transnet length and the amount of reduced performances.

2.) Options for Amtrak

4.) 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 Transnet. 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 rail operations.

We note that the option of the Amtrak but terms conditions (payment schedule, certificatives etc.) are included only in the Authority (CHSRA) general provision.

1.) Please clarify if such 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 terms 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 California high-speed route in the CHSRA simulator. Please confirm enough.

4.) Options for Amtrak

5.) Information on Services Performed Outside of the United States - Amtrak Only

Amtrak is prohibited from contracting to have services performed 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 Consent for Amtrak by the date set forth in Section 5 hereof.

We request the services of section 24 of Instruction to Offerors that Contractor must perform domestic and that the Offeror must consider in their proposals.

5.) Contractual Damages

5.) - [11.] In the event that Contractor shall be in default or delay, and liquidated damages are the following amounts:
   a. $100,000 per day, per Transnet, for up to 60 days of delay.
   b. $200,000 per day, per Transnet, for between 61 – 180 days of delay.
   c. $500,000 per day, per Transnet, for beyond 180 days of delay.

5.) - 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 12.2 would equal or exceed ten percent (10%) of the total contract amount, then Amtrak shall be entitled to terminate this Contract for default.

6.) Please consider the possibility to introduce the amounts that Contractor shall pay to Amtrak as liquidated damages, because they appear to be excessive, 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).
7.) Please consider the possibility to introduce a liability 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.
8.) Amendment will be issued.

6.) Options for Amtrak

6.) Information on Services Performed Outside of the United States - Amtrak Only
confirm passenger is For Amtrak, nominal seating in café can be evaluated of seats; same style vehicle interior layout in Specification of cafés, vehicle Option 1 of Amtrak, the café coaches. café coaches and café coach.

We understand that the wheelchair accommodations shall be placed in every coach (first class coaches, business class coaches and café coaches). We shall clarify how many wheelchair accommodations shall be placed on each coach.

We understand that it is acceptable that, when the train is stopped at stations, the persons in wheelchair will pass from a coach to another coach (if the same Train by leaving from the coach (a), passing through the station platform and getting on the coach (b).

We understand that it is mandatory to allow a passage of the persons in wheelchair from the coach (a) to the coach (b) through the internal passageway.

We understand that the seats shall be a pitch for sections 8.4.8-8.8.8 in order to achieve the legroom and free space at least level requested by UC-G02 2002 Appendix D.

We understand that Amtrak offers coffee in the café, and we 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 least level requested by UC-G02 2002 Appendix D.

We respond to question 861.

Due to the complexity of bidding activity for both technical and commercial features, we consider a postponement of due dates for UIC Amendment H. Would it be possible to postpone the “Proposed 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 3/14/14 for the technical proposal and the UIC Amendment H is to be submitted as described in section 5. in the RTO. See Amendment 6.

The fire suppression system be subject to the result of comprehensive fire safety analysis.

We understand that the wheelchair accommodation shall be placed in every coach (first class coaches, business class coaches and café coaches). We shall clarify how many wheelchair accommodations shall be placed on each coach.

The contractor shall be allowed to provide additional space in this café. We understand that the size of the “Café Vehicle Food Storage Space” is not apparent rather on the sketch of the “Baseline As The Café Design Vision” and on the sketches of “Café Design Vision” (attachment 12.1 of “Trainset Performance Specification”).

We understand that the seats shall be a pitch for sections 8.4.8-8.8.8 in order to achieve the legroom and free space at least level requested by UC-G02 2002 Appendix D.

We understand that Amtrak offers coffee in the café, and we 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 least level requested by UC-G02 2002 Appendix D.

The fire suppression system is required. This must be provided as set out in the specification.

There are components which are not available in the US at the moment. We can date this price to be made in the US shall the UIC Amendment H is approved. We shall reduce the investment cost, technology transfer cost including patents? This requirement does not seem realistic. Please clarify. The border should consider whether using the local available information has to be submitted for” in Trainset performance.

The contractor shall confirm that the structural design of the proposed service platform can accommodate this proposal, developed in accordance with EN 16463, utilizing the projected U.S. default average weights identified above.

We understand that the requirement is not “average number” in a Trainset. If so, for Amtrak, 4 toilets will comply with this requirement, while for the Authority because of the higher passenger capacity (at least 450), additional one or twoilet will be assessed. However, this additional toilet will not be able to evenly reduce the passenger/toilet ratio to 1:5. 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.
In order to assure the number of the Trains required, non-operation time such as inspection, cleaning or daily maintenance is the important constraint. The number of the Trains required is depending on each non-operation time. We request Amtrak to provide more concrete prerequisite conditions (required time of each maintenance work, turn-round service time, etc.) on the current operation plans (train roster) of Acela fleet. In addition, the meaning of “addition of peak hour four hourly service” is not clear. We are now assuming two types of operation plans:

1. Through operation in peak hour for through trains from Boston to DC, or vice 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.

2. Through operation in peak hour for through trains from Boston to DC, or vice 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.

We operate Acela. To provide the required service, we assume (Page 22)

Trainsets Offerors should state their interest to provide the type of trainsets along with the™

Acela. Since attachment (Page 22)

The same, which is not of the necessary to be prepared, and in addition, we have received the information for the all the bidders. The standard procedure to prepare such submission is as follows:

1. Considering the standard procedure, the offerors are requested to submit the response to the closing date stated in the Request for Proposal. If the offerors will not respond to the closing date, the offer will be considered to as not responding to the closing date (2:00 PM Pacific Time on May 14, 2014) through the Amtrak Ariba system. The offerors are kindly requested to submit the offer on or before the closing date.

2. The offerors are kindly requested to submit the offer on or before the closing date.

3. The offerors are kindly requested to submit the offer on or before the closing date.

4. The offerors are kindly requested to submit the offer on or before the closing date.

5. The offerors are kindly requested to submit the offer on or before the closing date.

Please refer to Amtrak Maintenance Requirements Specification (MRS) 142.

3/14/2014 Technical i Sec. 8.4.11 Toilets We are ensuring the toilet facility be suitable for the existing serving facilities and operation. Please refer following table for the information about current toilet facilities for Acela. Since Acela is for reference only.

The offerors are kindly requested to submit the offer on or before the closing date.

Trainsets

Trainsets

Trainsets

Trainsets

Trainsets
The brake system shall be capable of stopping a fully loaded train 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 guidelines and details to understand the worst-case adhesion for Amtrak.

Adhesion limits for service braking under clean dry rail conditions are usually 23% or higher for speeds up to 125 mph. Values for emergency braking can be allowed to increase by approximately 20% 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 360 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 adhesions under poor climate conditions will vary significantly.

For Authority: Braking performance for Authority's Trainset to comply with 2008 HG IST (See Section 4.2.4). The Offeror shall provide a digital video recorder in each vehicle 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 36 GB of incident free operation plus one incident of 15 minutes duration.

Does this clause request that one video recorder per car (2 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.

For Authority: Refer to the 13.1.1 of Amtrak Schedule 2-Part A. Attachments. A future Amendment will be supplied for RAM Analysis factors.

For Authority: For the Authority the Offeror shall determine the energy consumption required to achieve the trip times (in each direction) for a fully loaded train and the annual mileage stated in the IFP. An Amendment will be issued.

We cannot find such attachments which describes Amtrak's service patterns. Therefore it is not possible to provide the required simulation results. Please clarify.

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 benchmark attachments)

The Offeror’s proposal shall provide the required 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.

The Offeror requests the following language change: “Allow the manufacturers to propose a wheelbase of up to 225 meters, as specified in the tender documents.”

The Offeror requests the following language change: “Allow the manufacturers to propose a wheelbase of up to 225 meters, as specified in the tender documents.”

The distance between the first and last axle of the Trainset shall be a maximum of 205 m (671.2 ft).

Amtrak, the distance between the first and last axle of the Trainset shall be a maximum of 205 m (671.2 ft),

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 requirement is to accommodate the Trainset 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 exceptions to the 205 meter length limit and request a change allowing manufacturers to propose a wheelbase of up to 225 meters. This change would require the addition of about 9/16', to each end of the three maintenance facilities.

For Authority: The first production Trainset is considered Amtrak’s prototype Trainset.

No.

The first production Trainset for Amtrak will be used in this session. The Proposal understanding is to represent Amtrak’s prototype Trainset. Please confirm.

The first production Trainset for Amtrak will be used in this session. The Proposal understanding is to represent Amtrak’s prototype Trainset. Please confirm.

For Authority: The first production Trainset for Amtrak will be used in this session. The Proposal understanding is to represent Amtrak’s prototype Trainset. Please confirm.

For Authority: The first production Trainset for Amtrak will be used in this session. The Proposal understanding is to represent Amtrak’s prototype Trainset. Please confirm.
The Contractor shall comply with all regulations. The question is unclear; however, the bidder should be aware that there are areas within the CFR that are generally applicable to all passenger equipment and/ or the classification. In addition, the Tier II requirements are still under development, and there are aspects of Tier II requirements that may be equally applicable to Tier III (e.g., 209 Subpart E - Locomotive Equipment, 236.11 Pre-Revenue Testing). That have not been fully incorporated or (Changerequest)

4.1.1 Regulations

While proposed Tier II requirements shall be met, there may be exceptions to Tier II and/or Tier II criteria that may be applicable to the Owner's Trainset. The Contractor shall consult with the Owner and Rail for approval. Let us interpret it in such a way that would have the rolling stocks designed by the Contractor meet the requirements for Tier I and II and II-grade standard sections at the same time.

4.1.2 Standards

The Contractor shall identify all relevant standards (e.g., AAR, EJ, L.E., TSO, etc.) that have been referenced for the design of the Trainset. Let us see part standard of SI is different from SI and UK standards, the design could not possibly meet all foreign criteria. It is recommended to confirm the specific standards this design is required to meet?

7.7.1 Requirements and Information

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.

The Trains shall also be provided with positive monitoring equipment to detect cavitated areas 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 axle, traction motors or gearboxes? So all rotating parts need to be monitored?

Bogie shall be of a Service-Proof design.

What is the meaning of “Service-Proof design” specifically? What supporting documents are needed?

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 level of the simulation at the test bench? Do you have more specific explanation?

4.1.1 Requirements and Information

The secondary suspension shall incorporate automatic controls for bogie height adjustment, which shall function for all loading conditions, and shall include auxiliary spring units, or equivalent, to ensure safe wheel-rail performance at all speeds, is the event of secondary suspension failure. If the secondary suspension collapses on air, the air pressure of the springs shall be monitored by the Trainset Monitoring System.

What does “at all speeds” specifically refer to? When, if any? Is maximum operating speed required during test? According to operating experience in China at present, the speed shall be reduced during tests. All speeds up to maximum operating speed.

4.1.3 Suspension

Provisions shall be made for vertical adjustment to compensate for wheel wear to maintain the Trainset for-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.

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.

4.1.3 Suspension

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.

4.1.8 Bogie Mounted ATC/PTC and ATO Equipment

The Contractor shall demonstrate safe operation of the vehicle by conducting NDTA simulations on track Classes 2-5, as defined in the amended Train Specifications (ROCR Part 213 Appendix D) for track Classes 6-9 and in the respective infrastructure interface specifications (Appendix D and C) for track Classes 1-5.

Please refer to 49 CFR Part 213 Appendix D for track classes 1-5 and 2-5, the respective infrastructure interface specifications (Appendices B and C) for track classes 6-9.

4.1.8 Bogie Mounted Dynamic Behavior

The Contractor shall demonstrate safe operation of the vehicle by conducting NDTA simulations on track Classes 2-5, as defined in the amended Train Specifications (ROCR Part 213 Appendix D) for track Classes 6-9 and in the respective infrastructure interface specifications (Appendix D and C) for track Classes 1-5. We can not find the document 06-2014-04.

Safe Advisory A shall be available here: https://www.fmcsa.dot.gov/about/dos/aidspublica/0103-2013-003-03

4.1.8 Bogie Mounted Dynamic Behavior

Trains shall be designed to be stable and free from hunting. Vibration at all Operating Speeds shall not exceed 30% 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 include any combination of poor weather, track conditions, vehicle component wear, etc. Amendment to be issued.
167 3/16/2014 Technical i B.19.5 Bogie Instability and Defects

**Bogie instability and performance defects shall be measured as part of the Trainset monitoring systems.**

What does the bogie performance defect mean? The temperature of the bearing for the gear box? Any bogie performance aspect that could contribute to instability or health conditions for the Trainset.


The Contractor shall install, for Owner review and approval, methods incorporated into the Trainset to enable wayside-based monitoring and inspection systems to evaluate components on route including, but not limited to, wheels, brake pads and rigging, and bearing housings.

Please give the examples. At stated in the requirement "systems to evaluate components on route including, but not limited to, wheels, brake pads and rigging, and bearing housings.” An example is the use of video and laser computer systems that automatically inspect the wayside mounted components from track level.

169 3/16/2014 Technical i B.19.15 Axle Bearing Health Monitoring

**Detection of an abnormal and bearing health monitoring system must not interfere with the operational effectiveness of existing wayside detection systems.**

Please provide information about the existing wayside detection systems. The Airspeed, Provisions of an on-board and bearing health monitoring system must not interfere with the operational effectiveness of existing wayside detection systems. Note: To prevent Trains triggering an incorrect alarm of trucide hot axle box detection (HABD) Equipment, the Trains shall have no component or vehicle part, or component that generates sufficient heat in the target area that triggers an alarm.

170 3/16/2014 Technical i B.19.16 Hot Axle Box Detection

**Exempt Trains triggering an incorrect alarm of trackside hot axle box detection (HABD) Equipment, the Trains shall have no component or vehicle part, or component that generates sufficient heat in the target area that triggers an alarm.**

Please provide the technical document of the HABD equipment. The Airspeed, Provisions of an on-board and bearing health monitoring system must not interfere with the operational effectiveness of existing wayside detection systems. For Authority: For an example, refer to 2008 HS RST T 4.2.3.2.3. See answer to question 169. This is a grading template and it is in 80% format. We do not have the dimensions for the drawing.

171 3/16/2014 Technical i 12.2.4 Rail Profiles

The Northeast Corridor utilizes four unique rail profiles based on operating speed. The rail profile details and properties can be located in the "American Rail Profile" file attached to this specification.

The track profile submitted by the Owner has no dimension works, please supplement. This is a grading template and it is in 80% format. We do not have the dimensions for the drawing.

172 3/16/2014 Technical i 12.2.3 Track Geometry

Is horizontal curve radius equal to or greater than 300 m 348 feet.

Please confirm where is the 300m curve Is it the station line, connection line or the main line? Is it a single car or hanging car? Not sure what hanging car means but the trains will have to negotiate the curvature while coupled together.

173 3/16/2014 Technical i 6.1.1 Requirements and Information

The last column "limits for the train stopping and provide MTSU (hour)" in the MMTA index value table for the track curve.<ref>l173</ref>

Please specify the meaning of “train stops and cannot continue running” not sure the exact reference. This curve station will show each track which incorporates a train and provide the MTSU (hr)." Note the table will be moved to TSO in an amendment.


The HVAC system shall provide comfort air inside the Trainset at Figure 5 and Chapter 5 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.


175 3/16/2014 Technical i 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 same specified in Appendix I of UIC 513: 2003. In addition, what is the detailed requirements for the "farrow cool mode" and "farrow heat mode"? X eper specification, reference ASHRAE Standard 55:2010.

176 3/16/2014 Technical i 8.14.8 Sealing of Trainsets

The Contractor shall verify that the Trainsets can achieve the medical health criteria for basic tunnel cross-section using the UC standard DEUTUM, or equivalent, during the design phase. What does the "medical health criteria for basic tunnel cross-section or equivalent standards" mean? See Amtrak: The recommended UC779-11 medical health criteria to adequately safeguard the health of the railway travelling public from air pressure changes in tunnels is stated below.

Medical health criteria: The maximum pressure change (peak-to-peak) to which train passengers and crew are subjected, must not exceed 0.5kPa 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 i B.11.1 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 the training operation mean the train is powered by battery? Does the DC power supply can be DC110V or 380V? Yes, The Trains 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
The Traction System has three operating voltages: 12.2 kV, 230V ± 10% 5, 12.25 kV, 690V ± 10% 5, 12.5 kV, 690V ± 10% 5.
In normal operations, line current available is no greater than 1566A.

179 3/16/2014 Technical j 8.4.11 Toilets
The Toilets shall be filled with controlled releasing toilets, capable of fully releasing 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 vacuum system. The zero 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.

180 3/16/2014 Technical j 8.2.2 Vehicle Materials
The Contractor shall confirm that the structural design of the proposed service proven platform can accommodate this specification, developed in accordance with EN 10666 utilizing the projected US. adult average weights identified above. This information shall be submitted to the Owner for review and approval.

181 3/16/2014 Technical j 8.4.3 Basic Features of All Vehicle Types
A. Toilets shall be provided with friendly labeling. At all times, the passenger seating areas shall be equipped with passenger operated blinds or side curtains to provide protection against excessive glare of the sun. Curtains or shades shall be replaceable without the need to remove wall panels.

182 3/16/2014 Technical j 5.1.1 Requirements and Specifications
The Contractor shall submit the proposed Service Description to the Owner for review and approval. After review, the Contractor shall incorporate any comments and submit a revised proposal for review and approval.

183 3/16/2014 Technical j 8.12.1 General Description
A. The trainset shall provide a continuous application of partial brake (e.g., on one wheelset) during the brake test segment of the pre-departure test, sufficient to hold positions at terminal stations. Particular attention shall be paid to the impact of degraded mode operation on the function.

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187 3/16/2014 Technical j 8.12.3 Protection of an Immobilized Train
A. The trainset shall be capable of providing the full load of the train at a minimum gradient of 3% with a maximum pressure of 1200A, and a maximum speed of 122 kph.

188 3/16/2014 Technical j 8.12.4 Traction Brake Equipment Requirements for Rescue Operation
A. The trainset shall be capable of providing the full load of the train at a minimum gradient of 3% with a maximum pressure of 1200A, and a maximum speed of 122 kph.
189 3/16/2014 Technical I 12.3.6 Climatic and Environmental Conditions

A maximum wind speed 24 hours of 26 km (16 miles/h) and maximum snow of 24 hours of 40 (25 cm) snowfall shall be accounted for in the areas in which Trains 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 I B.8.2 Cab, Cab-Sim, and Driving Simulator

A standardised cab will be design in accordance with UK rail equivalent, shall be provided.

Whether the cab should comply completely with the model which is defined in UK rail? A standardised cab and cab deck in accordance with UK rail, or equivalent, shall be provided.

191 3/16/2014 Technical I B.8.2 Cab, Cab-Sim, and Driving Simulator

With the American passenger feature in terms of accessibility such as height and widths, or where we can obtain the standard? Refer to specification section 8.1.8 for details.

192 3/16/2014 Technical I 12.2.2

A lift, civil, severe dust and wind-particulate laden wind conditions, with severe lightning storms, snow and driving rain occur in the areas in which trains shall operate.

Are you provided on the max speed of the world? High 480 mph.

193 3/16/2014 Technical I 2 4

The horizontal and vertical Vehicle stability outlines are shown to Amtrak Drawing 0-906-100th Rev.

What is the standard to calculate dynamic gauge for Amtrak?

194 3/16/2014 Technical I 12.2.7

All Trains quantified in the above Alternatives are for Trains 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 Trains as per following your 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 Trains required to execute the daily service levels. These numbers do not include additional Trains for long term overhaul, maintenance and/or revenue service availability. The builder should consider its projected demand and provide a recommendation for the total number of Trains required – inclusive of the above.

195 3/16/2014 Commercial A/N 2. Introduction/Overview

Please is requesting a proposal based on the four alternatives, all of which relate to the Operating Plans attached to this Specification. All the Trainset quantities quoted in the above Alternatives are for Trains in service and make no allowance for spare or maintenance cover.

196 3/16/2014 Commercial Exhibit A 2.3.4

The Authority has adopted an Organisational Conflict of Interest Policy [the “Policy”] that will apply to this Legislation 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.caighborough.ca.gov/assets/1/1226/0453553_95108-04859-65413113.pdf

The Authority can find the electronic document of the policy by clicking the website link. Can you provide us the electronic copy?

http://www.hep.ca.gov/Inter/Printing_Business_with_HSR/organizational_preparation_of_necessary_policies.html

197 3/16/2014 Commercial A Section 28

The Authority has adopted an Organisational Conflict of Interest Policy [the “Policy”] that will apply to this Legislation 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.caighborough.ca.gov/assets/1/1226/0453553_95108-04859-65413113.pdf

The Authority can find the electronic document of the policy by clicking the website link. Can you provide us the electronic copy?

198 3/16/2014 Commercial A

Do we need to submit at documents form NAMRA: DOCUMENTS as part of our proposal for the submission? No.

199 3/16/2014 Commercial B Section 8.1.2

Delivery of Trains shall be as per Descriptions, during normal working hours 8:00 AM to 6:00 PM (New York Time), to Penn Coach Yard, Philadelphia, Pennsylvania, United States or some other location designated by Amtrak.

Do you give us detailed addressed of the delivery location including zip code? Norco coach Yard, Route 9, Philadelphia, PA 19154.

200 3/16/2014 Commercial C Section 4.4

Option 1: Service Exchange and Overhaul by the Contractor

Do we need to submit both plans for both two options, or just choose one option to submit one plan? The Owner shall submit both.

201 3/16/2014 Commercial E Section 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.

The Authority stated that the mock-up and Trainset Exhibits produced by Contractor for Owner under the Amtrak Contract. We want to confirm whether the mock-ups and Trainset Exhibits produced by Contractor for Owner is delivered within three months of first delivery transport? Authority only. Mockups to be delivered and approved in sufficient time to allow the prototype Trains to be manufactured. Allow a minimum of 30 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 role of FRA, Amtrak and the Authority are as stated in our contract documents. Supervision is the responsibility of the Contractor.

203 3/16/2014 Commercial B Section 32.1 32.2

4.1 Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from all claims, demands or losses resulting from the Indemnified Parties. Whether the ‘Indemnified Parties’ is for Amtrak? The term ‘Indemnified Parties’ is defined in Article 2 of the Amtrak General Provisions.

204 3/16/2014 Commercial 

On the 100% location, we need to negotiate and contractualize with some local suppliers. Do we apply for extending the bidding deadline for two months? See Amendment 4.

205 3/16/2014 Commercial Exhibit A 2.3.4

2.3.4 A 3% Closure – Amtrak Project Schedule based on: What is the delivery plan for two prototypes purchased by Authority? Order included in an Amendment. See Amendment 4.

206 3/16/2014 Commercial D

Do you just released the TSSA document on 15th May, could we apply for extending the deadline of submission of questions/requests? See Amendment 4.

207 3/17/2014 Technical I B.2.1

The Contractor shall comply with the technical criteria and procedures produced by the FRA (Redacted Task Force) HSS for Tier II service (reference HSR, 001-02 – Proposed Rule Text for NPRM).

Please provide the reference, “ETT, 001-02 – Proposed Rule Text for NPRM” to prevent any confusion. See ETT, 001-02-01 – please see FRA website.

208 3/17/2014 Technical I B.2.1

The Contractor shall submit to the requirements of EN 12663 and EN 12227, or comparable Relevant Standards, unless otherwise noted in this Specification.

The design concept according to EN 12663 and EN 12227 standards are much different from the design concept according to CFR regulations. For example of static load, the compressive load at couple for EN 12663 is 450,000 pounds (2000 kN) but the load for CFR is 300,000 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 about to understand the guideline for applying EN standards is described in this specification.

Please refer to specification section 6.3.1. It is the Contractor’s responsibility to comply with all regulatory (including statutory) requirements, inclusive of FRA Tier II proposed rule text.
The Contractor shall confirm that the structural design of the proposed service platform can accommodate 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 87.5 kg and 64.7 kg, respectively. Assuming the proposed design to be applicable to the U.S. market, please confirm that we can understand that the average weight for U.S. persons is 90.85 kg (average weight between a male and a female).

See response to Question 2.

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.

See response to Question 2.1.2.

The Contractor shall demonstrate compliance with the proposed regulatory text for Tier III Equipment defined in 49 CFR Part 218.705.

Please clarify that the definition of "occupied volume" described in CFR 218.705 (Paragraph 6) - Proposed Rule text for NPRMWF 3.12 is consistent with the definition of "occupied volume" as defined in CFR 218.705 (Paragraph 6) – Proposed Rule text for NPRMWF 3.12. According to CFR 218.705 (Paragraph 305.083) – Proposed Rule text for NPRMWF, the end compression load is defined as 337,000 lb. Please clarify whether the end compression load is applied on a coupler mounting location of an end body structure?

See response to Question 2.3.

The Contractor shall demonstrate the projected load shown in the proposed regulatory text for Tier III Equipment defined in 49 CFR Part 218.705. The projected load is defined in accordance with EN13749.
The Contractor shall demonstrate, by means of appropriate calculations and tests, that the corridor strength and fatigue performance of the corridor and Region 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 test for Tier III Equipment defined in 49CFR Part 238.701.

The definition of "Service Proven design" is described technical specification.

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 rescued Trainset or rescue locomotive.

Please clarify that the definition of "End handrail" is defined technical specification.

Please clarify what the coupler strength, The "Type 10" coupler may not meet corridor strength of CFR regulation.

Max. compression load: 1500kN (330,000 pounds)

Max. tensile load: 1000kN (220,000 pounds)

According to the technical specification, the barrier of corridor is not defined. Please clarify that it is a corridor to be decided by the car builder if the corridor strength can meet the CFR requirements.

The Contractor shall demonstrate compliance with the proposed regulatory test for Tier III Equipment defined in 49CFR Part 238.701.

The maximum radius of a horizontal curve is 1000 m (3280 feet).

The minimum radius of a vertical curve is 150 m (492 feet).

The minimum seat width shall be 508 mm (20 inches) measured from inside edges of the armrest.

The maximum seat width can be changed into 600 mm (23.6 inches).

The maximum seat width can be changed into 600 mm (23.6 inches).

The coupler shall meet the specification requirements identified in Performance Specification Sections 4.1, 4.2, and 4.3.

Refer to Definition in Performance Specification Section 1.2.

The coupler shall meet the specification requirements identified in Performance Specification Sections 4.1, 4.2, and 4.3.

For Amtrak: No. The minimum seating capacity for Amtrak is 425. For Authority: Refer to Question 131(1).

For Amtrak: No. The minimum seating capacity for Amtrak is 425. For Authority: Refer to Question 131(1).

The draft requirements of 49CFR Part 238.701 stand as specified.

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The draft requirements of 49CFR Part 238.701 stand as specified.

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### Table 1: Liquidated Damages for Delay

<table>
<thead>
<tr>
<th>No.</th>
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<td>120</td>
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<td>201</td>
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<tr>
<td>210</td>
<td>1/17/2014</td>
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<td>B</td>
</tr>
</tbody>
</table>

#### Section 12.1: Liquidated Damages for Delay

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 Trains in 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:
- $100,000 per day, per Trainset, for up to 90 days of delay;
- $200,000 per day, per Trainset, for between 91 – 180 days of delay; and
- $300,000 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 to measure. 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 $100,000 per day, per Trainset.

### Section 13.7: Liquidated Damages for Delay

13.7 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 Trains in 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:
- $100,000 per day, per Trainset, for up to 90 days of delay;
- $200,000 per day, per Trainset, for between 91 – 180 days of delay; and
- $300,000 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.

### Section 13.1: Liquidated Damages for Delay

13.1 The language below is proposed to be deleted:

- "The Contractor shall, in place of actual damages for such delay, pay to Amtrak as fixed, agreed, and liquidated damages, the following amounts:
  - $100,000 per day, per Trainset, for up to 90 days of delay;
  - $200,000 per day, per Trainset, for between 91 – 180 days of delay; and
  - $300,000 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."
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 warranties of merchantability and fitness for a particular purpose that are implied by law on the warranties of merchantability and fitness for a particular purpose, and would result in the exclusion of implied warranties made by any other party to the contract and not contained in the contract. 

The contractor would like to see the following suggested language:

The Warranties, Guarantees, Obligations and Liabilities of the Contractor set forth in this contract are EXPRESS, IMPLIED, AND OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE EXCLUDED FROM THE CONTRACT.

Please add some language to that effect in the Contract.

The contractor would like to see the following suggested language:

Please add some language to that effect in the Contract.

The contractor's liability under the Contract is substantial, presenting a significant risk to the Contractor. Therefore, we propose that any liability of the Contractor shall not encompass indirect, consequential, incidental, or special damages of any kind following our use of or reliance on the Contractor to the Contract amount. Please add some language to that effect in the Contract.

The contractor would like to see the following suggested language:

We understand nothing herein to the contrary, the Contractor shall not be liable to Amtrak for any indirect, special, incidental consequential damages, including liability for loss of business, profit, income, or earnings. To the extent that we are responsible for any aspect of the performance of work or work that the Contractor and/ or Subcontractor has been required to do as and part of any work initiated by the Contractor or the Contractor's employees, agents and/or Subcontractors, the Contractor shall have caused the performance or work or work which is damaged by the employee, agents or Subcontractors while performing work hereunder.

An Amendment will be issued limiting liability under the Amtrak Contract.

If contractor fails to obtain a Certificate of Final Acceptance for any Trainset within the 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 $50,000 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 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 as a predetermined amount. Contractor therefore proposes to reduce the liquidated damages to $1500 per car 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 is their nature they are intended to reasonable make up for losses suffered by 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 benefits offered to Amtrak and the risks assumed by the Contractor, we suggest that the 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 contractor would like to see the following suggested language:

If contractor fails to obtain a Certificate of Final Acceptance for any Trainset within the Fleet by the Trainset Acceptance Deadline, Contractor shall pay to Owner the following amounts: 

1) $12,000 per day, per Trainset, for up to 90 days of delay; 
2) $20,000 per day, per Trainset, for between 91 and 180 days of delay; and 
3) $50,000 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.

Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for delay.
In the event Contractor elects to replace any individual item or part of the equipment or 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.

In accordance with the practice of the industry, penalties shall be an assessment of the damages suffered by the CHSRA. The indemnification in this clause applies to determine an appropriate amount of such damages. In the event a contract is proved to the CHSRA by a determination of the appropriate amount of such damages, the Contractor shall pay such amount of liquidated damages as follows:

- First Year of Contract: $1,000
- Second Year of Contract: $500
- Third Year of Contract: $100

The liquidated damages shall be paid in full as of the time indicated below:

- First Year after NTP: $1,000,000
- Second Year after NTP: $500,000
- Third Year after NTP: $100,000

The amount of liquidated damages shall be the sum of all damages liquidated damages shall be the sole and exclusive remedy for the damages they are intended to compensate. Please add some language to that effect in the Contract.

The Contractor would like to use the following language:

"Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for the failures listed in this paragraph.

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
- Second Year after NTP: $500
- Third Year after NTP: $100

The amount of liquidated damages shall be the sum of all damages.

The Contractor would like to use the following language:

"The Contractor would like to use the following language:

"Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for the failures listed in this paragraph.

In 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.

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.

The Contractor would like to use the following suggested language:

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"Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for the failures listed in this paragraph.

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The Contractor would like to use the following language:

"The Contractor would like to use the following language:

"Such liquidated damages shall be the sole and exclusive remedy the CHSRA may exercise for the failures listed in this paragraph.

1. Missed Trip
   - 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 $24,500.
   - For each Missed Trip in excess of the Allowable Number of Missed Trips over a sixty-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.

2. Late Trip
   - 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 sixty-day Measurement Period, Contractor shall pay to Owner as Performance Liquidated Damages for Late Trips the sum of $1,000.
   - 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 $1,100.
There is no mention in the Contract to the effect that the implied warranties are excluded. The contractor should be able to rely on their usual course of business in the procurement of products that have a reasonable quality. Accordingly, the contractor’s obligations contained in the contract should be to the extent of all other warranties and conditions, express or implied, including the implied warranty of merchantability and fitness for a particular purpose. Any and all of the other requirements in the paragraphs make by no part of the Contractor’s duties and not contained in the contract. Please add some language to that effect in the Contract.

The Authority would like to see the following suggested language:

THE WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES OF THE CONTRACTOR SET FORTH IN THIS CONTRACT ARE SUBJECT TO THE FOLLOWING CONDITIONS: EXCEPT WHERE EXPRESSLY STATED, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM ANY OBLIGATIONS CONTAINED IN THE CONTRACT.

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In addition to the foregoing and to the full extent permitted under Applicable Law, Contractor agrees to defend, indemnify and hold harmless the indemnitees 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 contractability 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 Owner which are out of the control. Please modify language to that effect in the Contract.

The Authority would like to see 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 indemnitees 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, except if caused by the negligence or fault on the part of an Indemnified Party, also repair or replace any property of Owner which is damaged by its employees, agents or Subcontractors while performing work hereunder.

The Authority would like to add a mutual waiver of consequential damages provision and a limitation of liability provision in an RFP Amendment, subject to specific exceptions.

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While proposed Tier III requirements shall be met, there may be sections of Tier II that could be subject to the Owner’s Trainset design.

Tier III requirements apply to Transits operating in mixed service (with freight and other passenger rail equipment on the same track) with grade crossings, at speeds up to 100 mph. Tier III requirements apply to Transits operating on dedicated right of way with no grade crossings. These requirements are mutually exclusive.

Please clarify how Tier III requirements could apply to Tier II Transits.

---

Relating any references to Engineering Task Force (ETF) recommendations and Notice of Proposed Rulemaking ( proposed FRA final regulatory requirements including waivers from existing Relevant Standards shall prevail.

Please clarify that the contractor’s prior intent was to exceed the regulatory requirements in effect at the date of contract execution and that any regulatory changes having a material impact will be the subject of a Change Order.

Antelope Authority intend to revise the contractor’s entitlement to relief with respect to changes in laws as an RFP Amendment.

As a useful benchmark for all candidates about Antelope operation on the NEC, please provide the MTBSI achieved by the Acosta Express.

The MTBSI achieved by Acosta Express is not relevant to this procurement.

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The Transit interior and exterior shall be sufficiently robust to resist damage from vandalism, vandals, and terrorism.

Please clarify the nature and extent of terrorism that the Transit interior and exterior should be designed to resist.

Pending
Fleet Deadline, difficult, if 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 $300,000. ** Proposed 10 amount to be discussed: Amtrak proposed $300,000/car in 2011 in Ask 48 & CTA ($797 – 800) for 4 car units and $506 for 5 car units / CTA = $300,000 and BART = $500 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 to the 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 see 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:

$247,000 per day, per Trainset, for the first 31 and 180 days of delay.

$186,000 per day, per Trainset, for the first 31 and 180 days of delay.

$130,000 per day, per Trainset, for the first 31 and 180 days of delay.

Contractor’s liability for the liquidated damages described in this Article 11 shall not exceed 15% 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.

The basis for the imposition of liquidated damages is that the damages suffered by the CHSRA in the event of delay would be effects 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 $300,000.

See response to question 296.
3/17/2014 Technical C 1.1.4 Whole section
Can Amtrak confirm the number of maintenance tracks that are at each Maintenance facility. Also, does Amtrak still track as at any of the stations overnight?

3/17/2014 Commercial C 11.2.5 Shift Amtrak's staff to ensure they are maintaining the Trainsets in accordance with the Maintenance Plan.
Can Amtrak confirm that Amtrak does not perform maintenance operations when required to do so, any supply of material that will result as a result of missed maintenance, would be an additional charge to Amtrak?

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, [...] etc. Amtrak reserves the right to stock remaining at the end of the contract" can Amtrak contest that any stock remaining will be purchased by Amtrak?

3/17/2014 Commercial C 12.4.1 The Contractor shall provide the Spares described below within the fixed monthly materials price, with the exception of Included Master Damage Spares which shall be purchased separately.
We understood that Amtrak is requiring vendors 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?

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile and New Gen NFP to Boston Station Route Profile also Speed spreadsheets
Word 5-inch, Speed 6-inch and Speed 8-inch tabs of New Gen 2G to NY route profile also Speed tab of New Gen NFP to Boston Station Route Profile.xlsx
These tabs detail the maximum allowed speed for routes between New York 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?

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile also "platforms" and "speed - inch" tab
Speeds.xlsx
Our Philadelphia platform is listed as Actual Max To Be At on the "Platform" tab. This position seems to be inconsistent with the speed profile provided in the "Speed 5", "Speed 6-inch" and "Speed 8-inch" tabs. A position between mile 90.942 at 91.448 seems to be more realistic regarding speed limitation profile. Could you please confirm the location of the Philadelphia platform?

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile also "platforms" and "speed - inch" tab
B. 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 listed by the communications console? "We understand that the communications console moves the crew display to HMI in the crew compartment. Please confirm.

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile also "platforms" and "speed - inch" tab
B. 16.6, p. 73
The Contractor shall provide the PA and operator-to-Communications - Equipment for Train Crew in the vehicle.
We understood that one handheld is required in each entry area (i.e. two handhelds per car). Please confirms. One handheld ok.

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile also "platforms" and "speed - inch" tab
B. 16.1, p. 63
 Ability to support current service delivery model to enable provision of free or paid access.
Based on the question we do not understand the relevence of it at this time.

3/17/2014 Technical J (Attachment A) New Gen 2G to NY route profile also "platforms" and "speed - inch" tab
B. 02.11 Delivery and commissioning of single cars
It is possible to deliver and commission single cars at one of the 9 Acre Maintenance facilities on the NEC if it is 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 commissioning period is estimated to be several weeks. The dynamic commissioning in the facility would be relatively brief.
Yes to deliver to Penn-Grissom Yard.

G. For the Trainset Service Period (as defined in Schedule 1), the Contractor shall provide Owner or Maintainer... Schedule G - 1.1 Performance Liquidated Damages for missed trips
G.2.4.1.4 The Contractor to pay for, less (a) per missed trip, b.) if it refers to the scope of the Contractor regarding spare parts, for any, and require to Contractor to provide information to the Maintainer.
In order to assess LD’s for missed trips, the Contractor needs to maintain the Trainset. Is our understanding correct that the Contractor will be the maintainer of the Trainsets?

3/17/2014 Commercial E Exhibit A Table 2.1.2 - Table 1
The Offeror shall provide a general arrangement drawing that (i) demonstrates that the product offering complies with the Trainset requirements.
Is our understanding correct that this requirement not only limits the length of the Trainset, but also combines length and seating requirements?

3/17/2014 Commercial B 32 Additional to the content of Section 32
Listing the car combinations to the index will enable the Contractor to find more efficiently such obligations without having any of Amtrak’s rights in the process. Would Amtrak consider adding a provision to Article 32 to state that “the identification obligations are conditioned upon the following: (i) Amtrak gives prompt written notice to Contractor of the location, (ii) Amtrak promptly and in writing grants to Contractor sole control over defense and settlement of the claims, and (iii) Amtrak provides timely assistance in the defense of the claims.”?
No change.

3/17/2014 Commercial B 33 Within 10 days after execution of the Contract with respect to any Work, Contractor shall furnish the Contracting Officer, in writing, an accurate detailed labor and material cost schedule showing at proposed Subcontractors' names, addresses, telephone numbers and nature of work.
Would Amtrak please include a dollar threshold (e.g. $500,000 per Trainset) for this requirement? Also, could Amtrak please provide the requirement’s applicability to Component level Subcontracts due to the fact that the lower-level subcontractor may change as Amtrak goes through the design process and the more extensive list of subcontracts provided at 30 days after execution of the contract may quickly become obsolete as the vehicle is designed.
| Page 13 | 1/17/2014 | Commercial | E | 11.1 | Contractor’s liability for the liquidated damages described in this Article shall not exceed 10% of the Adjusted Million-dollar Contract Amount for the Plant at issue. |
| 268 | 1/17/2014 | Commercial | E | 31.3 | The indemnification obligations under this Article shall not be limited by the evidence of any insurance policy procured or maintained by Contractor or by any invitation on the amount of type of damages, compensation or benefits payable by or for Contractor or any Subcontractor and shall survive the termination of the Contract. |
| 269 | 1/17/2014 | Commercial | E | 3.1 | In order to maintain a Common Platform approach, would the Authority consider a modification of Article 11.1 and reduce said limit from 10% to 5%, as in Amtrak General Provisions? |
| 270 | 1/17/2014 | Commercial | E | 15.1 | If the event that contractor's default is not resolved or cured to the satisfaction of Owner, Owner may terminate the Contract in whole or in part and repossess the Trains from another source, in which event Contractor shall be liable for (1) payment to Owner of any payments made by Owner and (2) any excess costs to Owner relating to the replacement. |
| 271 | 1/17/2014 | Commercial | E | 9 | If requested in writing by Contractor, Owner shall issue a Certificate. |
| 272 | 1/17/2014 | Commercial | E | 10.7 | Owner shall pay all undisputed invoices within 60 days after receipt of an invoice meeting the criteria set forth herein. |
| 273 | 1/17/2014 | Commercial | E | 12.4 | The warranties specified under this Article shall continue for a period of the time specified in the Certificate of Final Acceptance for that Trainset. |
| 274 | 1/17/2014 | Commercial | E | 12.1 | Within 10 days after execution of the Contract, Contractor shall furnish Owner with a list of all proposed Subcontractors' names, addresses, telephone numbers and nature of Work. |
| 275 | 1/17/2014 | 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, subassemblies, components, or parts of the Trains or to perform any aspect of the Work over an aggregate value of $1,000,000. |
| 276 | 1/17/2014 | Technical | PRINT_NGHID_DesignVision_v2.4_15 Rev | Page 12 | Life Design Vision: We are reviewing the various "Life Design Vision" options shown on page 15 of "Amtrak's Next Generation High Speed Rail". |
| | | | | We are reviewing the various "Life Design Vision" options shown on page 15 of "Amtrak's Next Generation High Speed Rail". |

Note: The document contains a technical section on Life Design Vision, which includes options for high-speed rail design.
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>277</td>
<td>2/17/2014</td>
<td>Technical</td>
<td>i</td>
<td>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.</td>
</tr>
<tr>
<td>278</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>1 “Change in Law” means the application to any person or entity of any applicable laws which did not apply to that person or entity at the date hereof or, the change in application or interpretation after the date hereof of any applicable laws including, without limitation, any statutory 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 specific future date; or with which compliance is required under the Specification; or which such person should reasonably have known at the date hereof.</td>
</tr>
<tr>
<td>279</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>E</td>
<td>14.14 If Contractor observes that a change in any applicable laws affects the physical Trainset Work or is directed by Owner, Contractor shall promptly notify Owner in writing, and any necessary changes shall be made by appropriate Contract modifications, including by means of a Change Order pursuant to the Article 10, 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 of the effective date of the Applicable Law after Contract execution.</td>
</tr>
<tr>
<td>280</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>2.10 For Trains specified herein shall embody all of the latest tested and proven developments and improvements available in the Contractor during the course of design and manufacture of the Trainset, and shall be the best engineered design for the service intended.</td>
</tr>
<tr>
<td>281</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>3.2 Review, revisions, and resubmission shall continue until the plans are accepted by Amtrak.</td>
</tr>
<tr>
<td>282</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>7.9.3 At Amtrak’s request, the Contractor shall provide such additional training to the Contractor’s or Subcontractor’s employees, as may be required by Amtrak’s staff, assume 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.</td>
</tr>
<tr>
<td>283</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>10.4 Final Payments shall not become due until a Certificate of Final 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, as applicable, to Amtrak...</td>
</tr>
<tr>
<td>284</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>13.6 Warranty 13.6.4 Consumable or expendable items of material, as identified 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 life 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.</td>
</tr>
<tr>
<td>285</td>
<td>2/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>13.19 Optional Replacement parts and repairs provided pursuant to corrective work hereunder shall be subject to prior approval of Amtrak.</td>
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</table>

We understand that the Authority already summarized the requirements of the DCM under Part 12.3 AUTHORITY WORKLOADS; INTERFACE SPECIFICATIONS of Schedule 2 and the reference is regarded only as supporting information, and this offer will review the DCM together with the Authority during the design stage. Is our understanding correct? See response to Question 244. We understand the requirement to ensure that all applicable laws and regulations are included into our proposal, however with consideration of the extended validity period of the proposal (20 Calendar days), Contractor is unable to commercially assess 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. The reference obligations are specified in the Technical Specifications Section 12.3.
**206**

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<tr>
<td>1/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>8.1.2</td>
<td>Delivery of Trains shall be FOB Destination, during normal working hours 8:00 AM to 6:00 PM (New York Time), to Amtrak Coach Yard, Philadelphia, Pennsylvania, United States or some other location designated by Amtrak.</td>
<td>6.2.4.1</td>
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<tr>
<td>1/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>8.1.2</td>
<td>Amtrak (Service Provider) willing to provide a rate quote, FOB (pigs), to perform the delivery of Trains on or off the dedicated trains.</td>
<td>6.2.4.1</td>
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<tr>
<td>1/17/2014</td>
<td>Commercial</td>
<td>B/I</td>
<td>12.7/12.3.47</td>
<td>At any time prior to the expiration of the Warranty Period for the Trains, the cumulative defects or failure of any kind in identical components or systems within the Trains serving substantially similar functions exceed the applicable percentage for such component or system shown in the table below: (…)</td>
<td>12.3.47</td>
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<tr>
<td>1/17/2014</td>
<td>Commercial</td>
<td>C</td>
<td>6.2.4-5, Schedule 7-6</td>
<td>&lt;1 %. If the bond required hereunder shall be provided by a surety (…), with an A+ Best and Company rating level of A or better and Class VII or better, or as otherwise approved by Owner in its sole discretion. Schedule 7 &lt;1 %, with an A+ Best and Company rating level A or better and Class VII or better.</td>
<td>6.2.4-5</td>
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| 1/17/2014 | Commercial | C | 6.3, Schedule 9 | <2 %. Issued by a financial institution that is independent of Contractor, related entity, has a credit rating for long-term, unsecured debt of not less than "BB+", and has an office in the United States at which the letter of credit can be presented for payment by Exercise of any 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 wording is due to the fact that the lessee 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."

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| 1/17/2014 | Commercial | C | 6.3 | <2 %. Issued by a financial institution that is independent of Contractor, related entity, has a credit rating for long-term, unsecured debt of not less than "BB+", and has an office in the United States at which the letter of credit can be presented for payment by Exercise of any 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 wording is due to the fact that the lessee 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."

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<td>1/17/2014</td>
<td>Commercial</td>
<td>E</td>
<td>6.4, 12.6</td>
<td>&lt;2 % at least 30 days prior to the date of Delivery of the first Trainset to be delivered under the Contract, including any Contract Modification, Contractor shall provide to Owner and maintain at all times here in an active Warranty Period a properly executed Maintenance Bond. 12.4 The warranties specified under this Article 12 shall commence for each Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset.</td>
<td>6.4, 12.6</td>
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<td>6.4, 12.6</td>
<td>&lt;2 %, to secure Contractor’s faithful performance of its obligations under the Contract; 12.4, The Warranty Period for a Trainset component shall be defined as follows: a) Body Structure 30 years, b) Car Body 20 years.</td>
<td>6.4, 12.6</td>
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<td>Exhibit 1</td>
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<td>Exhibit 1</td>
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At this time, the Authority is not requiring Offerors to submit options for bidder 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 Trains. It is anticipated (but not required) that the Authority Contract will ultimately be assigned to the Authority’s counterparties under the Availability Payment contract (AP Contract). 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 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, the Authority shall remain the counterpart to the Authority Contract.

In 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 Contractors? 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 arrange financial close with third party capital providers of the AP Contractor? Is the intent 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 Contract?

The envelope dates are set out in the Contract. The Authority wishes to maintain flexibility within those dates.

---

293 1/17/2014 Commercial A Chapter 2 "Introduction/Overview"

294 1/17/2014 Commercial Exhibit F Section B and Section F


296 1/17/2014 Commercial Exhibit I 1.1

297 1/17/2014 Commercial Exhibit I 3

298 1/17/2014 Commercial E 6.3, Schedule 9

299 1/17/2014 Technical i 12.3.45

300 1/17/2014 Technical C 8 Amtrak Maintenance Responsibility

301 1/17/2014 Technical C 10.1 Responsibility Matrix - TSSA Ref. 20 Provision of Consumables/ Spares

302 1/17/2014 Technical C 10.1 Responsibility Matrix - TSSA Ref. 56 Maintenance and support of IT Systems - general

303 1/17/2014 Technical C 10.1 Responsibility Matrix - TSSA Ref. 58 Provision of database Management system and administration
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<td>305</td>
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<td>312</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
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314 1/17/2014 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. Is such work or if Contractor will be entitled to compensation under 16.1 if the termination is for convenience. Could you please clarify?

315 1/17/2014 Commercial C 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. Is such work or if Contractor will be entitled to compensation under 16.1 if the termination is for convenience. Could you please clarify?

316 1/17/2014 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 available, declare the Work to be in default. In doing so, Amtrak or its designee shall utilize any of Contractor's materials, plant and equipment necessary to correct the deficient Work. [...] the contractor is entitled to compensation under 16.1 if the termination is for convenience. Could you please clarify this inconsistency?

317 1/17/2014 Commercial C 18.3.1 Contractor's receipt of a Change Order or Letter and Material's 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 Material's 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 tortious conduct by Owner; [...] the provision will be revised in an NPR amendment.

318 1/17/2014 Commercial C 18.4.4 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 Prime office and job site overhead costs incurred by Contractor directly attributable to the Delay of the Contract Time. Home office overhead is included 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 provision will be revised in an NPR amendment.

319 1/17/2014 Commercial C 8.6 If Contractor does not perform successfully or correct any part of the Work meeting the requirements of the Contract, [...] we request that the provision clarifies that a reasonable timeframe is provided to ensure noncompliance work is remedied.

320 1/17/2014 Commercial B 50.3 A performing vendor 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 a country that has been designated by the U.S. Government as a "terrorist supporting country" [see Country Group 5 & Supplement No. 1 to Export Administration Regulations Part 740]. Would Amtrak consider modifying the including 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.

321 1/17/2014 Commercial B 50.6 At least thirty (30) days prior to the start of the defense, 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") and the International Traffic in Arms Regulations ("ITAR") U.S. Munitions List Classification ("ML-C") numbers applicable to such deliverables. Would Amtrak be amenable to change the wording to allow for the possibility of the submission by Contractor of other lists which will include all ECCNs and ML-C's numbers applicable to all deliveries, rather than only those applicable to individual deliverables?

322 1/17/2014 Commercial C 14.2 Owner’s issuance of a Directive Letter shall not be deemed voidness 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 and requirements and any effect of the Directive Letter on those requirements. Owner will issue the 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 above language and substitute it with: Owner’s issuance of a Directive Letter shall be considered evidence that an Owner-Directed Change occurred?
Would Amtrak agree to change the unacceptable language to allow for the possibility of the submission by Contractor of one master, or which will include all ECCNs and NML’s numbers applicable to all deliveries, rather than only those applicable to individual deliveries? (30)

The trigger language does not define objective, measurable trigger events. Instead it puts a supplier at risk of having to rebuild existing bonds at substantial cost for minor reasons. Would the Authority therefore agree to redefine the requirements for building surety bonds to the following market standards: (a) insolvency of a surety, (b) surety having its license to operate revoked or (c) surety being removed by the US Department of Treasury’s Circular TD STO of admitted sureties or (d) the bonds legally ineffective or unenforceable?

See response to Question 4.3

Would Amtrak agree that the contract definition of “platform” includes a platform of 3,240 square feet and does not vary with height. This does not obviate the requirement for pegboard walls.

Delete trigger language for the concept “instructions in (c) & (d) and do not vary with height. This does not obviate the requirement for pegboard walls.

Schedule 9

Drawing by Reference to Schedule number (_______) are acceptable (such each drawing, a “Fax Drawing”) provided, however, that a fax drawing will not be effectively presented and to Beneficiary confirms, by telephone, Issuer’s receipt of such Fax Drawing by calling Issuer at telephone number (_______) then Issuer will acknowledge Beneficiary’s presentation to be the e-mail address provided to Issuer in the Fax Drawing.

Due to the large size of the set(s) of prints, 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? (48)

No change

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’ wide from centerline of track.

Due to height restrictions through the NYC range from 8.5’ to 9.8’ for the 6’ 7” to 22’ to (24) and up to 7.3’ in (4) such speed.

What is the star gazer of the category? Does it vary with the west height?

Wings, daggers for the concept “tunnel clearance in (c) & (d)” and do not vary with height. This does not obviate the requirement for pegboard walls.

324 1/17/2014 Commercial E 6.4 Owner may require any supplies to appear and satisfy themselves at any time. If owner determines, in its sole discretion, that a surety is not qualified, owner may, upon written request, 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 a firm contract shall stop.

The trigger language does not define objective, measurable trigger events. Instead it puts a supplier at risk of having to rebuild existing bonds at substantial cost for minor reasons. Would the Authority therefore agree to redefine the requirements for building surety bonds to the following market standards: (a) insolvency of a surety, (b) surety having its license to operate revoked or (c) surety being removed by the US Department of Treasury’s Circular TD STO of admitted sureties or (d) the bonds legally ineffective or unenforceable?

See response to Question 4.3

325 1/17/2014 Commercial E Schedule 9

Schedule 9

Drawing by Reference to Schedule number (_______) are acceptable (such each drawing, a “Fax Drawing”) provided, however, that a fax drawing will not be effectively presented and to Beneficiary confirms, by telephone, Issuer’s receipt of such Fax Drawing by calling Issuer at telephone number (_______) then Issuer will acknowledge Beneficiary’s presentation to be the e-mail address provided to Issuer in the Fax Drawing.

Due to the large size of the set(s) of prints, 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? (48)

No change

326 1/17/2014 Technical 12.2.7 All high-level station platforms are built to 7.5’ (2.25 meter) from centerline of track, and to a height of 1220 mm (48 inches) above TDC.

Could there be a requirement to rebuild existing bonds at substantial cost for minor reasons? Would the Authority therefore agree to redefine the requirements for building surety bonds to the following market standards: (a) insolvency of a surety, (b) surety having its license to operate revoked or (c) surety being removed by the US Department of Treasury’s Circular TD STO of admitted sureties or (d) the bonds legally ineffective or unenforceable?

See response to Question 4.3

327 1/17/2014 Technical 12.2.12 Some Rights Reserved through the NYC range from 8.5’ to 9.8’ for 6’ 7” to 22’ on mainline track and up to 7.3’ in (4) such speed.

What is the star gazer of the category? Does it vary with the west height?

Wings, daggers for the concept “tunnel clearance in (c) & (d)” and do not vary with height. This does not obviate the requirement for pegboard walls.

328 1/17/2014 Technical 12.4.1 Requirements and information

Requirements.

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 dispenser or wall-mounted motion-sensor receptacle with a hands-free approach should be provided by the exit door to enable passengers to exit with clean hands.

We assume that the fulfillment of the concrete EMC requirements (defined levels 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 wayable repeaters EM/EMC.

329 1/17/2014 Technical 7.9.1 All operational equipment used by commuters, including ticket, and wireless ticketing Devices.

5. ‘Waydev Equipment.


We assume that the fulfillment of the concrete EMC requirements (defined levels 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 wayable repeaters EM/EMC.

330 1/17/2014 Technical 12.3.8 The generation and distribution of electrical energy can interfere with onboard, wireless, and neighboring Equipment by conduction through the overhead contact system (OCS) and radio by inductive coupling, and by electromagnetic radiation. In addition, onboard Equipment can interfere with onboard, wireless, and neighboring Equipment located on the CHETS.

We assume that the fulfillment of the concrete EMC requirements (defined levels 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 wayable repeaters EM/EMC.

331 1/17/2014 Technical 8.3.2 Interior 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 washers cleaned? How often is the train cleaned with acidic and alkaline agents?

For Amtrak: The Operator shall rigged a cleaning stations within the parameters of Amtrak Training Facilities-Section 31-1 of Schedule 1 Part A.

For Authority: Unspecified for the Authority at the moment. Contractor is to propose solutions compatible with Transnet offered.

2. Refer to Section 12.3.6

3. Unspecified for the Authority at the moment. Contractor is to propose cleaning cycle. An Amendment will be issued.

332 1/17/2014 Technical 8.19.3 Protective construction (i.e., equipment safety hanging) 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?

In the Operator’s responsibility to determine what type of stops shall be used.
ETF 001 - Proposed Rule text for Tier III (Draft 1_DRAFT)

1. Do you comply with the requirements detailed in the proposed regulatory text for Tier III (Draft 1_DRAFT), as specified in section 238.219 of the proposed rule text (without proofreading)?

2. In the event of a conflict between the requirements of this proposal and the proposed rule text (Draft 1_DRAFT), what is the preferred resolution?

3. Would you please confirm or correct our interpretation?

---

1. Incorrect. Refer to 238.717 for specified accelerations.

2. Would you please confirm or correct our interpretation?

3. The requirement of section 238.219 of the proposed rule text (Draft 1_DRAFT) will not be changed. A new actual profile has been issued for Amtrak only. See Amendment 7.

4. No change. In curves exist in the heels, and 120 mph Max. Use terminal fill, and the speed is limited to 15 mph in these locations.

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400 2/17/2014 Technical i 8.18.1 The Trains shall be designed to accommodate Tier III category B fire safety.

The Trains shall be designed according to the fire safety requirements of Tier III category B. Does this requirement also include the fire resistance requirements that differ from NFPA 105 for vehicle ends, doors, cab backsets, electrical compartments, facing, etc.? Does the Trk conformity also include the requirements for fire detection and fire extinguishing systems?

No change.

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343 1/17/2014 Technical j B.17.1 The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Transnet:
- 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 Transnet.

344 1/17/2014 Technical j B.17.1 The Contractor shall provide information about how the design handles the collection, transmission, and display of the following for the Transnet:
- 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” and why this is expected to be communicated to the operator and recipient? Selected events generated by the TMS will be subject to real-time alerts via email/text messages as determined by Transnet. The recipients of alerts via email/text message are selected by Transnet and contractors.

345 1/17/2014 Technical j B.19.19 Automatic warning systems shall be installed at specific locations as required on the respective Owner’s network.

How does the warning system receive information about where to inhibit the automatic warning? The methods on how the warning system receives information about where to inhibit sending, and associated system interfaces required, is to be proposed by the Contractor for review and approved by the Owner.

In addition, for Amtrak only: Refer to 12.7 Appendix-G of Schedule 1 A Part.

346 1/17/2014 Technical j 12.3.7 The Trainset System specifications shall include train operation associated Systems and procedures for response to severe early warning Systems.

What is the information about severe events that will be transmitted to the Transnet? Will the electrical voltage be switched off at an expected 160mph? 4.2.4.1 They will be transmitted via ATC. Refer to 12CM Chapter 2A, Section 4.2.4.1. An example of an expected reaction is emergency braking.

347 1/17/2014 Technical j B.12.1 The brake system shall be capable of stopping a fully loaded train, under worst-case dynamic load conditions.

Could you please confirm that TSI case 4 defines the worst case adhesion conditions? A report will be published on 14/5/2019.

348 1/17/2014 Technical j B.12.1 The brake system shall be capable of stopping a fully loaded train, under worst-case dynamic load conditions.

Could you please clarify the definitions “full load” and worst case adhesion conditions? According to IEC/EN15263, full load conditions are occupied. Could you please confirm that EN1663 is applicable and the “normal load” mentioned therein is similar to fully load? In reference to Section 6.2 for definition for full-load.

349 1/17/2014 Technical j B.12.1 An interface between friction brakes, cab signal, starter, ATC/CYC 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, specific interface required? See response to Question 75.

350 1/17/2014 Technical j B.12.1 Friction brake:
- Maximum stop distance 345.5 km/h (165 mph): 7.4.2.4.4

Could you explain the application of the requirements for stopping distance of the service brakes for A.4.2.4.4 (Trainset Braking Performance) also acceptable at speeds lower than 160mph for Amtrak? Refer to Section 6.4.1 of Table.

351 1/17/2014 Technical j B.12.1 The contractor shall determine the emergency braking performance for the Transnet per 2008 RS 957 TSI Section 4.7.4.1, Case A, for speeds up to 265.5 km/h (165 mph).

Would HIA-4.4.1 Emergency Braking also be used for speeds higher than 165 mph? Yes.

352 1/17/2014 Technical j B.12.1 Pedestrian shall be made in order release of the Transnet traction brakes (e.g., spring applied, air released) using an independent or dedicated power source (battery pack), in emergency situations (i.e., Transnet stopped in a tunnel), when the power from the Transnet batteries is not available.

Is it 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 1/17/2014 Technical j B.12.2 The Transnet braking system shall include electric braking and friction braking to achieve the Transnet braking rates and stopping distances.

Could you please confirm that this is valid for service braking, emergency braking and parking braking? See response to Question 78.

354 1/17/2014 Technical j B.12.3 It shall be possible to hold 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 the “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 70.

355 1/17/2014 Technical j B.12.3 It shall be possible to hold 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 the parking brake safety factor for gradient 6% is 1:1:0 in a full loaded condition? An Amendment to the Specification will reflect the gradient is no less than 6%, no greater than 1.

356 1/17/2014 Technical j B.12.5 The function shall operate with all wheel sizes, even through wear, by continuously checking, and shall periodically, will self-calibrate wheel speed signals to compensate for wear/wear to maintain performance of at least 98% efficiency.

Does “self-calibrate” mean that the wheel diameter should be automatically detected by the control system? The MSP system is designed and certified according to UIC 546-05 for high-speed operations. Does UIC 546-05 meet Amtrak requirements? Could you please define 98% MSP efficiency? The function shall operate with all wheel sizes and shall maintain performance with degraded radial conditions. The MSP shall be interfaced with the braking controller, if provided. The design and operation of the MSP shall be submitted to the owner for review and approval. Amended Amendment will be issued.

357 1/17/2014 Technical j B.12.9 The train 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 scenario? Any disabled train on the proposed right-of-way, an example would be either from coupling to another Transnet or coupling with a rescue locomotive.

358 1/17/2014 Technical j B.20.12 XDC (Maintenance): Each XDC contains a control module that connects with a track carrying revenue passenger trains and equipped with a watch point that is interconnected with the signal and train control system.

Could you please provide additional information on the intended infrastructure variation, data-exchange interface, and functional requirements for all to do? Disallowed after Authority at this time.

359 1/17/2014 Technical j D.3.16 Could you please confirm our understanding that the “signal and train control system” mentioned herein is an infrastructure system, not an on-board system? If your understanding is incorrect, could you please provide system information and functional requirements for the vehicle? Confirmed.
360 1/17/2014 Technical i B.14.4 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.

361 1/17/2014 Technical i B.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.

362 1/17/2014 Technical i B.14.12 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.

363 1/17/2014 Commercial B 13.3 The warranties specified under Article 13 shall commence for each Trainset upon the issuance of a Certificate of Acceptance and the place Trainset is put into Amtrak or Authority service.

364 1/17/2014 Technical i B.8.5.10, B.8.5.11, and B.8.5.12 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.

365 1/17/2014 Technical i B.8.8 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.

366 1/17/2014 Technical i B.13.12 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.

367 1/17/2014 Commercial D 35 Annually, Contractor shall provide a written notice of termination to the Owner no less than thirty (30) days prior to the effective date of termination. Contractor shall provide Contractor’s Contractor’s written notice of termination shall contain a statement of the reasons for the proposed termination, and shall be in an amount not less than $100,000.00 per occurrence and $10,000,000.00 in the aggregate. Notice of termination shall be in writing, in either a standard form or a standard form modified by prior agreement with Owner.

368 1/17/2014 Commercial D 46.5 Contractor shall provide a written notice of termination to the Owner no less than thirty (30) days prior to the effective date of termination. Contractor shall provide Contractor’s written notice of termination shall contain a statement of the reasons for the proposed termination, and shall be in an amount not less than $100,000.00 per occurrence and $10,000,000.00 in the aggregate. Notice of termination shall be in writing, in either a standard form or a standard form modified by prior agreement with Owner.

369 1/17/2014 Commercial D 5.1 Amtrak will not waive the Railroad Protective Liability Insurance (RPLI) requirement. The requirement for RPLI coverage is separate from and in addition to the requirements for commercial general liability insurance in the absence of all railroad exclusions.
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</table>
The paragraph shall be of a proven design capable of current service at all speeds up to 300 km/h (186 mph).

The paragraph shall have an operating range for wire heights from 3.5 m (11.8 ft) to 7.5 m (24.6 ft).

The paragraph for 300 km/h (186 mph) is a requirement only for the Authority (for testing) or also for Amtrak (RFP)?

The paragraph for 300 km/h (186 mph) is a requirement only for the Authority (for testing) or also for Amtrak (RFP)?

For the Authority only: The paragraph shall be available for all speeds up to 390 km/h.

For the Authority only: The paragraph shall be available for all speeds up to 390 km/h.

1) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

2) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

For Amtrak only: See the response to Question 36 for Amtrak options other requirements will apply.

The maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?

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.

The maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?

The maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?

1) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

2) See response to Question 306.

What is the maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?

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.

1) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

2) See response to Question 306.

What is the maximum yard speed for Amtrak? What is the maximum yard speed for the Authority?

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.

1) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

2) See response to Question 306.

The paragraph shall be of a proven design capable of current service at all speeds up to 300 km/h (186 mph).

The paragraph shall have an operating range for wire heights from 3.5 m (11.8 ft) to 7.5 m (24.6 ft).

The paragraph for 300 km/h (186 mph) is a requirement only for the Authority (for testing) or also for Amtrak (RFP)?

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For Amtrak: Restricted speed (15 mph) for the Authority: Yard speed will be restricted speed not to exceed 20 mph.

1) For tolerances on wire height on mainline track, refer to DOM Section 21.6.2. Third paragraph.

2) See response to Question 306.
### Table 1: Payment Milestone Payment Schedule

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<thead>
<tr>
<th>Schedule</th>
<th>Milestone</th>
<th>Payment Condition</th>
<th>% Contract Value</th>
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<td>Milestone 6</td>
<td>Milestone Payment Condition</td>
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<td>Completion of Mile Points</td>
</tr>
</tbody>
</table>

### Table 2: 12.1

- $100,000 per day, for up to 90 days of delay;
- $200,000 per day per Trainset, for between 91-180 days of delay;
- $300,000 per day per Trainset, for between 181-365 days of delay;

### Table 3: 12.2

- The remedy provided for Article 12.2 is cumulative with and in addition to all other rights Amtrak has herein and all other remedies to which Amtrak is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than delays described in this Article 12.2, to the extent not inconsistent with the payment of liquidated damages as provided for in this Article 12.2.

### Table 4: 12.3

Insurance shall provide a contractor with insurance policies that provide adequate coverage for the required insurance prior to commencement of any portion of the Work pursuant to this Contract and in accordance with all terms and conditions of the insurance policies provided to Amtrak. Hereafter, in addition to the insurance policies provided to Amtrak, insurance policies must be submitted to ensure full coverages. The remedy provided for Article 12.3 is cumulative with and in addition to all other rights Amtrak has herein and all other remedies to which Amtrak is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than delays described in this Article 12.3, to the extent not inconsistent with the payment of liquidated damages as provided for in this Article 12.3.

### Table 5: 13.1

The remedy provided for Article 13.1 is cumulative with and in addition to all other rights Amtrak has herein and all other remedies to which Amtrak is entitled at law or in equity in respect of facts, circumstances, events or occurrences other than delays described in this Article 13.1, to the extent not inconsistent with the payment of liquidated damages as provided for in this Article 13.1.

### Table 6: Schedule 20

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### Table 7: Schedule 30

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### Table 8: Schedule 40

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<td>Milestone 6 Milestone Payment Condition</td>
</tr>
<tr>
<td>7</td>
<td>Milestone 7 Milestone Payment Condition</td>
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</tbody>
</table>
13.3 The warranties specified in this Article shall commence for a given Trainset upon the issuance of a Certificate of Acceptance and the give Trainset is put into Amtrak’s Authority revenue service."  

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 herein.  

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 shall be 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 Owner’s comments will be made in a future Amendment.)

13.3 The warranties specified in this Article shall commence for a given Trainset upon the issuance of a Certificate of Acceptance and the give Trainset is put into Amtrak’s Authority revenue service, which ever comes first and terminate five (5) years thereafter (“Warranty Period”).

13.4 The Contractor shall issue to Amtrak the Special Tools Supplement Schedule 7 and all associated Special Tools Delivery Documentation in accordance with the Specifications, the Contract Program, the Quality Plan, the Safety Plan, the Accepted 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.

Explanation of Change-Request:  

Any changes to the warranties 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 13.1 for information regarding Amtrak directed changes.

Contractor certifies and warrants to Amtrak that each Trainset Special Tool and all parts (including spare parts) and equipment accessions furnished under the Contract shall be new, be of top kind and 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.

Explanation of Change-Request:  

Contractor certifies and warrants to Amtrak that each Trainset, Special Tool and all parts (including spare parts) and equipment accessions furnished under the Contract shall be new, be of top kind and 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.

Amtrak is not agreeable to making the requested change.

A 2.6 spare parts or replacement parts shall be supplied to Amtrak at prices which are no higher than the rates Contractor offers its best customers 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 prices such as quantity, date of order, geographic region, penalties, etc.

Amtrak is not agreeable to making the requested change. Offeror should refer to Article 13.1 for information regarding Amtrak directed changes.

A 2.6 spare parts or replacement parts shall be supplied to Amtrak at prices which are no higher than the rates Contractor offers its best customers 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 prices such as quantity, date of order, geographic region, penalties, etc.

Amtrak is agreeable to changing Article 14 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 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.” This change to the Amtrak General Provisions will be reflected in an upcoming amendment to the Solicitation.
400 1/17/2016 Commercial B

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 Trains within the time specified herein; (2) failure to make prompt payment, as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestones; (4) failure to perform Trains 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 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 within ten (10) days of Amtrak’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 Trains 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 repurchase the Trains from another source, in which event Contractor shall be liable for (1) any payment made by Amtrak and (2) any Excess Costs to Amtrak relating to the termination in the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect.

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22.1 Contractor agrees that all information Amtrak 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 for the Contract; (2) subject to Federal law, shall not be treated as confidential or proprietary information of Contractor; (3) in the event of noncompliance with this Section by Contractor, its employees, agents, or representatives unless otherwise agreed to in writing by the Contracting Officer; and (5) is 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 any such information by Amtrak, its agents, or contractors. Contractor further agrees that, if its employees, agents, or representatives acting under its directions or the direction of its Subcontractors, does not comply with the provisions of this Section and the applicable laws and regulations, Contractor shall be solely responsible for all damages and other losses, liabilities, costs, losses, injuries sustained by or arising out of any breach by Contractor of any of the provisions of this Section. Contractor agrees that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall be entitled to a court to seek the following relief, in addition to any other rights and remedies available under law, after termination of the Contract for cause:

- specific performance;
- injunction;
- rescission or other equitable relief;
- damages; and
- other appropriate relief in a court of competent jurisdiction.
Pending agreement to indemnify and hold harmless (the "Indemnified Parties", from and against any claims, losses (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, including costs of defense and attorney's 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 or 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 activation of, or work performed by Contractor, Contractor's suppliers, agents, employees, 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 (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and expenses incidental thereto, including costs of defense and attorney's 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 or 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 activation of, or work performed by Contractor, Contractor's suppliers, agents, employees, 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.

Amtrak's rights and remedies hereunder shall be supplementary, in addition to, and not in limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to service 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 representatives, including the Contracting Official, shall constitute approval, 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.

Amtrak shall not be liable for the work done, in addition to, and not in limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to service 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 representatives, including the Contracting Official, shall constitute approval, 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.

Any inconsistencies in Contract provisions or Contract shall be resolved by giving precedence in the following order:

1. (a) Performance Specification set forth at Schedule 1(a); or Technical Description set forth at Schedule 1(b); or as otherwise produced as a result of the Performance Specification;
2. (a) Technical Description set forth at Schedule 1(b); or as otherwise produced as a result of the Performance Specification;
3. (a) Technical Description set forth at Schedule 1(b); or as otherwise produced as a result of the Performance Specification;
4. (a) Technical Description set forth at Schedule 1(b); or as otherwise produced as a result of the Performance Specification.

Amtrak is not agreeable to making the requested change.

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 defect. Any accepted Trouper 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 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 defect. Any accepted Trouper 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 subject to the conditions of Liquidated Damages for Delay. contractor is not agreeable to making the requested change.

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 defect. Any accepted Trouper 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 subject to the conditions of Liquidated Damages for Delay.
After the Work has 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 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.

Amtrak is not agreeable to making the requested change. Amtrak is not agreeable to making the requested change. Refer to response to Q2210.

Amtrak is not agreeable to making the requested change. Refer to response to Q2210.

Amtrak is not agreeable to making the requested change.
| 412 | 2/17/2014 | Commercial | Exhibit I | 2 | Information regarding any Material Changes in financial conditions for Offeror and 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 declaring 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 or certifying officer 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:  
In a publicly listed company under SEC supervision, we are obligated 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 of protection and certainty Amtrak and the Authority are looking for. |

| 413 | 2/17/2014 | 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.  

Explanation of Change Request:  
In 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. |

| 414 | 2/17/2014 | Commercial | B | 6 | Additional calls for performance, payment and maintenance bonds.  

Explanation of Change Request:  
We added calls for performance, payment and maintenance bonds. |

| 415 | 2/17/2014 | Commercial | E | 11.6 | The remedies provided for in this Article 11 are cumulative 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 omissions 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 unless those contemplated by Article 15.  

Explanation of Change Request:  
The remedies provided for in this Article 11 are cumulative 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 omissions 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 unless those contemplated by Article 15.  

Explanation of Change Request:  
The remedies for delays of liquidated damages do provide sufficient coverage for the Owner to remain whole during any possible delays, thus further punishing the Contractor with additional remedies does place a unfair burden onto the Contractor to obtain schedule adherence. |

| 416 | 2/17/2014 | Commercial | E | 11.6 | In the event that Contractor’s liquidated damages are insufficient to cover any lost revenue, losses or expenses, Contractor shall be liable for any costs, damages or expenses related to or arising from the products furnished or services rendered prior to Trainset Service Period. Exceed 300% of the final contract value.  

Explanation of Change Request:  
In order to commercialize and 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. |

| 417 | 2/17/2014 | Commercial | E | 11.6 | The Contractor shall not be liable for any consequential or indirect damages such as, but not limited to: loss of profits, 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. |
To 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 require the insertion of a limitation of liability as market standard and as an addition to Clause 11.6. The proposed language and caps apply to the TSSA portion, only. Limitation of liability for the delivery of the Trainsets needs to be treated differently due to a different set-up.

418 3/17/2014 Commercial $ 11.6 -

Contractor's liability for the liquidated damages described in this Article 11.6 shall not exceed 20% of the Adjusted Milestone Contract Amount for the Fleet at issue.

Contractor's liability for the liquidated damages described in this Article 11.6 shall not exceed 20% 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 all of the six (6) previous Service Payments.

See response to Question 242.

419 3/17/2014 Commercial $ 11.1 -

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 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 issues beyond the control of the Contractor and all of its agents, employees and Subcontractors; 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.

The provisions will be revised in an RFP amendment.

420 3/17/2014 Commercial $ 11.2 -

The remedies provided for by this Article 14 are cumulative 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 is 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 11.

The remedies provided for by this Article 14 are cumulative 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 is 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 14 is sole and exclusive.

No change.

421 3/17/2014 Commercial $ 11.6 -

The warranties specified under this Article 14 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset. The warranties specified under this Article 14 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset or the green Trainset is put into the Authority revenue service, whichever comes first and terminate five (5) years thereafter ("Warranty Period").

The warranties specified under this Article 14 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset or the green Trainset is put into the Authority revenue service, which ever comes first and terminate five (5) years thereafter ("Warranty Period").

See response to Question 215.

422 3/17/2014 Commercial $ 12 -

The warranties specified under this Article 14 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset or the green Trainset is put into the Authority revenue service, whichever comes first and terminate five (5) years thereafter ("Warranty Period").

The warranties specified under this Article 14 shall commence for a given Trainset upon the issuance of a Certificate of Final Acceptance for that Trainset or the green Trainset is put into the Authority revenue service, whichever comes first and terminate five (5) years thereafter ("Warranty Period").

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 $ 12.4 -

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.

See response to Question 215.
Contractor shall maintain a sufficient quantity of Warranty Spares to enable it to provide 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. 

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.

The provision will be revised in an RFP amendment.

426 2/17/2014 Commercial E 14.15.4

Contractor 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 the Work or Subcontracts within the time specified herein; (2) failure to make prompt payment or to make prompt payment for equipment, materials and/or labor; (3) noncompliance with the Applicable Laws or the proper instruction of 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.

No change.
The not clear.

submit payments of and keep bonds in full and effect as required under the Contract; (10) (11) failure to comply with a suspension of Work notice by Owner; or (11) (12) failure to comply with any other provision of the Contract. Owner, at its option and in its sole discretion, may rescind 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 Trains within the time specified herein.

Explanation of Change-Request: In the Authority’s proposal also fails to identify under what the reason the Authority has terminated the contract, because it does not identify where the reasons are set forth below. As a result, the Authority would want to identify the Contract even if the Contractor defaults or undertakes corrective action within the time agreed upon so that Contractor was no longer in breach or default. Even after Contractor has incurred the expense and effort to cure such a default, the Contractor would additional liability for Excess Costs and payment to the Authority for any payments made by the Authority even for work performance in accordance with the contractual requirements. Such defaults such as software defects may take longer to remedy and therefore, the right to rescind should apply if the Contractor has not undertaken corrective action.

Contractor agrees that all information furnished or disclosed to Contractor, its employees, agents or representatives to Owner in connection with the Contract (1) 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; (3) subject to third party copyright restrictions, may be used, copied or disclosed by the Authority for any purpose. Contractor agrees waives all claims against Owner and releases Owner relating to the use, copying or disclosure of such information by Owner; its agents, or intended beneficiaries. 22.3 Contractor agrees that, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of Owner; any information relating to the Contractor to any third party. In addition, they shall not make any news or press releases, bulletins, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of Owner.

Explanation of Change-Request: We would like to avoid ourselves of not only federal Freedom of Information Act protection but also the Washington D.C. public records act, and instead 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 Contractor to disclose information which could be useful to the Contractor. Thereafter, the Authority will be free to disclose the information for whatever purpose and yet in any furtherance of use of the Trains. The Authority may claim damages for breach of confidentiality and seek injunctive relief.

Contractor agrees that all information furnished or disclosed to Contractor, its employees, agents or representatives to Owner in connection with the Contract (1) 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 Owner for any purpose. Contractor agrees waives all claims against Owner and releases Owner relating to the use, copying or disclosure of such information by Owner; its agents, or intended beneficiaries. 22.3 Contractor agrees that, its employees, subcontractors, agents and/or representatives shall not disclose, without the prior written consent of Owner; any information relating to the Contractor to any third party. In addition, they shall not make any news or press releases, bulletins, brochures, advertisements, speeches or other information releases relating to the Contract without the prior approval of Owner.

Explanation of Change-Request: We would like to avoid ourselves of not only federal Freedom of Information Act protection but also the Washington D.C. public records act, and instead 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 Contractor to disclose information which could be useful to the Contractor. Thereafter, the Authority will be free to disclose the information for whatever purpose and yet in any furtherance of use of the Trains. The Authority may claim damages for breach of confidentiality and seek injunctive 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 any non-foreseeable breach by Contractor of any of the provisions of this section Contractor acknowledges that a breach of any provision of this section shall be considered 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.

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.

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 Work, work, retain and maintain compliance with all Governmental Approvals and maintain all Contractor provided insurance and bonds. If suspension is for Owner’s convenience under Article 28A, the work performed by Contractor during the suspension period, as described in this Article 28.B, shall be considered on Owner Directe 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 restate the right to suspend Work should we have successfully completed said Work but as Contractor have not been paid by the Authority. Alternatively, the Agreement does 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.

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 Work, work, retain 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 28A, the work performed by Contractor during the suspension period, as described in this Article 28.B, shall be considered on 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 restate the right to suspend Work should we have successfully completed said Work but as Contractor have not been paid by the Authority. Alternatively, the Agreement does 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.
Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties from and against all losses, claims, damages, costs and expenses (including without limitation environmental liabilities), penalties, fines, demands, causes of action, suits, costs and/or revenues incident thereto, (including costs of defense and attorney’s fees) arising from bodily injury and/or property damage to third parties (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 to any person, or damage to or loss (including loss of use of any property, including property of the Parties hereto, arising out to or in any degree directly or indirectly caused by or resulting from materials, supplies, equipment, or products 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 on behalf of Contractor under the Contract, or as a result of Contractor’s failure to perform its obligations in compliance with the Contract.

The revised holding losses, amends.

The indemnity shall 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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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 thereof, shall not operate as a waiver of any breach.

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<table>
<thead>
<tr>
<th>Milestones</th>
<th>Schedule 3-A Milestone Payment Schedule</th>
<th>Schedule 3-A Milestone Payment Schedule</th>
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</thead>
<tbody>
<tr>
<td>Payment</td>
<td>% Contract Value</td>
<td>% Contract Value</td>
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<tr>
<td>Preliminary Schedules</td>
<td>6%</td>
<td>Preliminary Schedules</td>
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<tr>
<td>Baseline Program &amp; RFP</td>
<td>1%</td>
<td>Baseline Program &amp; RFP</td>
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<tr>
<td>Acceptance of simulator</td>
<td>1.1%</td>
<td>Acceptance of simulator</td>
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<tr>
<td>Acceptance of Maintenance plan</td>
<td>2.5%</td>
<td>Acceptance of Maintenance plan</td>
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<tr>
<td>Provisional acceptance of each prototype</td>
<td>1.5%</td>
<td>Provisional acceptance of each prototype</td>
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<td>Conditional Acceptance of each prototype</td>
<td>0.5%</td>
<td>Conditional Acceptance of each prototype</td>
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<tr>
<td>Provisional Acceptance of each Trainset</td>
<td>0.5%</td>
<td>Provisional Acceptance of each Trainset</td>
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<tr>
<td>Delivery of Owner</td>
<td>4%</td>
<td>Delivery of Owner</td>
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<tr>
<td>Rent Acceptance</td>
<td>1%</td>
<td>Rent Acceptance</td>
</tr>
</tbody>
</table>

### Milestones

- **Preliminary Acceptance of Owner.**
  - 5%
  - Of reports of the entire Trainset (10%)
  - Acceptance for Subsystems and Plan for prototype (2.5%)
  - Acceptance for prototype (2.5%)
  - Provisional Acceptance of each Trainset (10%)
  - Approval of preliminary designs (2.5%)
  - Completion of functional testing (10%)
  - Completion of prototype (15%)
  - Acceptance of prototype (7.5%)
  - Approval of vehicles and trucks (10%)

- **Final Acceptance**
  - 15.5%
  - Supplemental Acceptance of each Trainset (5%)
  - Completion of the Functional & Static Testing (10%)
  - Completion of the prototype (15%)
  - Approval of the prototype (10%)
  - Acceptance of prototype (7.5%)
  - Approval of fleet (10%)
  - Acceptance of the prototype (15%)

### Explanations of Change Request

1. **Explanations of Change Request:**

   - **Request:** We would like to propose a payment milestone plan which reflects closer the manufacturing process of the Trainset, including the 10% 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 Trainset to both the Authority and Amtrak.

   - **Response:** The provision will be revised in an RFP amendment.

2. **Explanations of Change Request:**

   - **Request:** We are unable to assess the potential risk associated with the Owners ability to request a change in acceptable safety 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.

   - **Response:** The provision will be revised in an RFP amendment.

3. **Explanations of Change Request:**

   - **Request:** We wish to ensure that any changes are mutually agreed upon prior to contract award in order to ensure best value.

   - **Response:** The provision will be revised in an RFP amendment.

4. **Explanations of Change Request:**

   - **Request:** We would like to propose a payment milestone plan which reflects closer the manufacturing process of the Trainset, including the 10% 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 Trainset to both the Authority and Amtrak.

   - **Response:** The provision will be revised in an RFP amendment.
446 2/17/2014 Commercial Exhibit I 1b 1.2 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.

Explanations of Change Request:
As a publicly listed company at 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.

The proposal will be revised in an Amendment.

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").

Explanations 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 written notification is a fair and reasonable period should the Authority draw under the Letter of Credit. We respectfully ask if you could amend the referenced wording accordingly?

The proposal will be revised in an Amendment.

446 2/17/2014 Commercial C 13.6 The Contractor 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 6 and (ii) the prices for Owner-Owned Spares shall be the prices set forth in Attachment 6 to the Signature Document.

Explanations 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.

The proposal will be revised in an Amendment.

447 2/17/2014 Commercial C 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.

Explanations of Change Request:
A Change Order should be mutually agreed upon and executed by the Contractor and Owner.

The proposal will be revised in an Amendment.

448 2/17/2014 Commercial C 2.1 Any Incurrence in the Contract shall be reviewed by the following orders, provided that Contract Modifications, including Change Orders, shall have priority just above the document that is being amended:
- Signature Document, except the Procurement Commitments in Attachment C;
- Supplemental General Provisions;
- General Provisions (without Schedules);
- Performance Specification set forth in Schedule 1A;
- All other Schedules to these General Provisions;
- All other documents identified as Contract Documents in the Contract; and
- Proposal, including the Procurement 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 "1. General Provisions (without Schedules)"

Explanations of Change Request:
We assume that the Technical Description contained in the proposal set forth in Schedule 1B shall prevail as it will more precisely address the Trainset to be delivered as the 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.

Schedule 1B (Technical Description does not apply to the Authority Contract) applies only to the Amtrak Contract.
Please add the following Force Majeure event:

1) act of a governmental authority acting in its sovereign capacity e.g. embargo

Amendment Language will be added in an Amendment.

Application of Change Request:

Is 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?

469 1/17/2014 Commercial E L 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, riots or armed violence, 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, radiated 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 government-declared emergency within the times 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.

450 1/17/2014 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, 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..."

451 1/17/2014 Commercial E 12.7 If at any time prior to the expiration of the Warranty Period for a Transmit component, the cumulative defects or failures of all kind is identical components or systems within the Transmits having 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 Transmits. 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 Transmit component, the cumulative design or production defects or failures of the same nature and reason any kind in identical 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.

452 1/17/2014 Commercial G [Attachment G] 4.4 "The Authority’s consent to the change, reorganization or termination of the corporate structure or existence of the Contractor"

453 1/17/2014 Commercial A/E - - referring to the instructions to Owners and the General Provisions, California High-Speed Rail Authority (Authority) intends to contract the delivery of the Transmits and the supply of Spares, Special Tools, Consumables, and Techno support for the 30-year life of the Transits (TSSA) in one contract.

We respectfully request a separation of the California High-Speed Rail Contract in two contracts: one for the delivery of the Transits and another for the TSSA, as Amtrak has done. Based on our world-wide experience in the rolling stock business, including TSSA and maintenance businesses, we believe that our request is beneficial for both parties inter alia in terms of project execution, interaction with the maintainer, clear interfaces and responsibilities, and cost savings for the Authority.

Question is not clear.

Question is not clear.
454 1/17/2014 Commercial $ 11.2 If Contractor fails to meet the Performance Standards, the Owner shall授予 damages set forth for such failure in Schedule 4. If Contractor fails to meet the Performance Standards as a result of any of the following: failure due to acts of God, accidents, vandalism, or other causes beyond the control of the Contractor and all of its agents, employees and Subcontractors; failure 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 parts.

Explanation of Change Request: for avoidance of doubt, Contractor shall have caused the failure. In the TSSA it relates to spare parts, special tools, and consumables that are free from a failure in that material or to its 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 Owner or Maintainer of the Trainset.

455 1/17/2014 Commercial $ 12.23 The foregoing warranties set out in this Article 14 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 warranty, Contractor shall have no further liability to Owner hereunder for patent construction defects.

Explanation of Change Request: for avoidance of doubt, Contractor shall have caused the failure. In the TSSA it relates to spare parts, special tools, and consumables that are free from a failure in that material or to its 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 Owner or Maintainer of the Trainset.

456 1/17/2014 Commercial $ 2.6 Drawings and specifications are complementary. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications but 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 adopt, or have adopted, such representative detail for application to corresponding parts of the Work. Representative features shown in outline or on drawings shall be representative, in accordance with corresponding features completely shown.

Explanation of Change Request: for avoidance of doubt, Contractor shall have caused the failure. In the TSSA it relates to spare parts, special tools, and consumables that are free from a failure in that material or to its 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 Owner or Maintainer of the Trainset.

457 1/17/2014 Commercial $ 6 Section calls for performance, payment and maintenance bonds. Please refer to Section 6: “The Authority in its sole discretion, shall consider reasonable surety bonds or other security if needed to accommodate the tender 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 tenders longer than five (5) years. This is a key issue for bidding the base contract, but is of particular importance for ensuring the availability of bonding for the option phase. The provisions will be revised in an RFP amendment.

458 1/17/2014 Technical $ 8.11.8 Emergency Release Emergency Release

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 pull into the OPEN position manually because power supply has to be deactivated.

459 1/17/2014 Technical $ 12.2.6 a) The steepest gradient for parking brake use is 6%. b) The steepest gradient for parking brake use is 3.5%.

Explanation of Change Request: The steepest gradient on T4 compliant lines is 3.5%. Our proposed Trainset is designed accordingly to park in 4% gradient with a 0% safety margin.
**460** 3/17/2014  Technical J  12.2.7

3. The vehicle floor height above TGR shall be 1295.4 ± 6.35 mm (50.75 ± 0.25 inches).

Explanation of Change Request:
The range of the carbody-to-floor height adjustment by the secondary suspension is smaller than the tread width. Shims are applied after 100% tread wear.

Re-change is required.

**461** 3/17/2014  Technical J  7.3.1

4. The inside width measured at ambient level shall be a minimum of 115 inches (2921 mm).

Explanation of Change Request:
High speed bogies have a big carbody-to-lateral play to optimize ride comfort at very high speeds. The carbody will therefore be narrower than the existing Acela.

Re-change is required.


4. There shall be a minimum of one fire detection System within the Trailer, the HVAC System of affected vehicle(s) shall be switched off. Such actions shall be automatically triggered by the fire detection System.

Addendum: The width of the fire detection setup shall be increased by a factor of 3.75.

**463** 3/17/2014  Technical J  12.2.11

4. The maximum seat width shall be 600 mm (60 inches) measured from the inside edges of the arm rest.

Explanation of Change Request:
The seat width is the maximum seat width measured as far as the interior width and the necessary order list size permits.

Re-change is required.

**464** 3/17/2014  Technical J  B.6.9

4. A weatherproof, illuminated number board shall be provided on the front and end of the Trailer. Similar boards shall be provided on each side of each Cab Vehicle.

Explanation of Change Request:
Illuminated number boards are required to be water and pressure tight because of the size and shape they will be subjected into an environmentally operated high-speed cab.

**465** 3/17/2014  Technical J  B.5.11

4. Safety brackets, hinges, 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 II Equipment defined in 49CFR Parts 238.735, 238.737, and 238.766.

Explanation of Change Request:
Safety brackets, hinges, 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 II Equipment defined in 49CFR Parts 238.735, 238.737, and 238.766.

**466** 3/17/2014  Technical J  B.1.13 Local Cases for Equipment Attachments

4. Safety brackets, hinges, 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 II Equipment defined in 49CFR Parts 238.735, 238.737, and 238.766.

Explanation of Change Request:
Attachment of the waste and fresh water tank is recommended with redundant bolts (4 attachment brackets per tank with 2 bolts per attachment bracket). Waste water tank designed with hanging fixture.

**467** 3/17/2014  Technical J  B.4.5 General Requirements

4. Neat shall not be used on any wall surfaces.

Explanation of Change Request:
Surfaces shall be designed according to the design concept that is to be agreed between operator and O&M.

**468** 3/17/2014  Technical J  B.4.11 Toilets

4. The vehicle shall be fitted with consolidated minimum toilets, capable of fully retaining all waste and odor between servicing for all routes and service patterns. Facilities shall have the capacity of storing, operating, and supplying full passenger loads for three 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.

**Explanation:**

- The vehicle floor height above TGR shall be 1295.4 ± 6.35 mm (50.75 ± 0.25 inches).
- The inside width measured at ambient level shall be a minimum of 115 inches (2921 mm).
- There shall be a minimum of one fire detection System within the Trailer, the HVAC System of affected vehicle(s) shall be switched off. Such actions shall be automatically triggered by the fire detection System.
- The maximum seat width shall be 600 mm (60 inches) measured from the inside edges of the arm rest.
- A weatherproof, illuminated number board shall be provided on the front and end of the Trailer. Similar boards shall be provided on each side of each Cab Vehicle.
- Safety brackets, hinges, 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 II Equipment defined in 49CFR Parts 238.735, 238.737, and 238.766.
- Neat shall not be used on any wall surfaces.
- The vehicle shall be fitted with consolidated minimum toilets, capable of fully retaining all waste and odor between servicing for all routes and service patterns.
<table>
<thead>
<tr>
<th>Page</th>
<th>Date</th>
<th>Technical J</th>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td>469</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>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. See response to Question 179. An amendment will be issued.</td>
</tr>
<tr>
<td>470</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>Toilet tanks 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. See response to Question 179. An amendment will be issued.</td>
</tr>
<tr>
<td>471</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>The Trainset toilet systems shall provide sufficient 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. See response to Question 179. An amendment will be issued.</td>
</tr>
<tr>
<td>472</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>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. See response to Question 129.</td>
</tr>
<tr>
<td>473</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>Toilets shall be located in a manner usable and shall incorporate appropriate features to prevent fluid leakage into the passenger area and/or vehicle underframe.</td>
</tr>
<tr>
<td>474</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>Hanging hooks, which must be flush to the wall when not in use and/or slatting for toiletries, purses, and coats shall be provided in all toilets. An amendment will be issued. The max load of the hooks is 10kg.</td>
</tr>
<tr>
<td>475</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.4.11</td>
<td>Toilets shall be well lit with general and task lighting, and preferably include a source of natural daylight provided by a frosted window. An amendment will be issued. Please note that light shall be provided by a window.</td>
</tr>
<tr>
<td>476</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.15.12</td>
<td>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. The door open indicator light of each door shall be illuminated when the door is not closed and locked. Style will be amended to reflect the following: &quot;102 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.&quot;</td>
</tr>
<tr>
<td>477</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>8.16.23</td>
<td>Interior and external displays shall be integrated with the vehicle lighting system to control brightness under all lighting modes. An amendment is required.</td>
</tr>
<tr>
<td>478</td>
<td>2/17/2014</td>
<td>Technical J</td>
<td>12.1.1</td>
<td>Restroom doors shall meet the requirements of Schedule 5A, section 8.4.11. An amendment is required.</td>
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<td>479</td>
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<td>480</td>
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<td>12.1.3 Accessibility Principles and Considerations</td>
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<td>481</td>
<td>3/17/14</td>
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<td>12.1.1</td>
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<td>482</td>
<td>3/17/14</td>
<td>Technical</td>
<td>J</td>
<td>7.5.1</td>
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<td>483</td>
<td>3/17/14</td>
<td>Technical</td>
<td>J</td>
<td>12.1.1</td>
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<tr>
<td>487</td>
<td>3/17/14</td>
<td>Technical</td>
<td>J</td>
<td>7.9.1</td>
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The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

For Authority: An Amendment will be issued.

489 1/17/2014 Technical J 7.9.1 & 12.2.13 ( Amtrak Drawing A-60-749) 6 A-60-749 ( Amtrak Drawing A-60-749) Only items below 9AMT apply

Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

For Authority: See response to Question 488.

490 1/17/2014 Technical J 6.1.1 A train service interruption is defined as a service that results in a train service interruption causing a train service interruption.

Exemption of Change Request:
- Until line cannot be met due to power supply harmonics.

For Change: Required.

491 1/17/2014 Technical J 7.9.1 & 12.2.13 The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
- Until line cannot be met due to power supply harmonics.

For Change: Required.

492 1/17/2014 Technical J 6.1.1 A train service interruption is defined as a service that results in a train service interruption.

Exemption of Change Request:
- No change is required.

493 1/17/2014 Technical J 6.2.1 ( definitions in Section 6.2.2 )

Exemption of Change Request:
- No change is required.

494 1/17/2014 Technical J 6.2.1 ( definitions in Section 6.2.2 )

Exemption of Change Request:
- No change is required.

495 1/17/2014 Technical J 12.3.43

Exemption of Change Request:
- The effects of the new activity on the reliability of the propulsion system shall be calculated as MTBF divided by the sum of the MTBF and the MTTR as defined in Section 6.2.2.

For Change: Required.

The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

For Authority: An Amendment will be issued.

The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

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Exemption of Change Request:
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The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
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Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

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The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

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Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

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The Trains shall fully conform to the respective Owner's operating network. These requirements cover emissions and immunity limits, cabling, grounding, Equipment-level Electrostatic Compatibility (ESM), switching converter power architecture motors and controllers, Equipment locations, track circuit compatibility, FCC Type Accepted radio Equipment, human exposure, and adjacent railroads and airports.

Exemption of Change Request:
- No information on third-party equipment is given. Hence a hypothesis for third parties' behavior is needed for vehicle design.

For Authority: An Amendment will be issued.
The Authority's Operating Plan requires Fleet Daily Roll-Out Availability of at least 95%, calculated as the number of Trains in or available for morning service at 5 AM divided by the total number of Trains in the fleet.

### Explanation of Change Request:

- Only regular activities in preventive and corrective maintenance can be planned (considered) in the Maintenance Plans.

#### Table 3.4.47

<table>
<thead>
<tr>
<th>Technical</th>
<th>J</th>
<th>12.3.4.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall identify fleet defects during the Reliability and Maintainability demonstration period. 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.</td>
<td></td>
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</tr>
</tbody>
</table>

### Table 3.4.48

<table>
<thead>
<tr>
<th>Technical</th>
<th>J</th>
<th>15.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>An individually switched high-intensity low-cost 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 55% percentile female to 95th-per centile male.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Table 3.4.49

<table>
<thead>
<tr>
<th>Technical</th>
<th>J</th>
<th>12.3.23</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall demonstrate that the body profiles, shape, and structural response of the Trains have been designed to accommodate the requirements of 2008 HSST Technical sections 2.6.2, 2.6.3, and 6.2.6, and the Authority's tunnels will be designed to allow for train Operations at speeds up to 284 km/h (220 m.p.h.). The cross section of the double track tunnels is in conformance with the 2008 HS STS. The minimum cross section of the single track tunnels is greater than 13 m² and is greater than the minimum cross section of the train.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Explanation of Change Request:

- The Authority will be designed to allow for train operations at speeds up to 284 km/h (220 m.p.h.). The cross section of the double track tunnels is in conformance with the 2008 HSST STS. The minimum cross section of the single track tunnels is greater than 13 m² and is greater than the minimum cross section of the train.

#### Table 3.4.50

<table>
<thead>
<tr>
<th>Technical</th>
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<th>12.2.19</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall certify 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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Explanation of Change Request:

- The Contractor shall certify 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.

#### Table 3.4.51

<table>
<thead>
<tr>
<th>Technical</th>
<th>J</th>
<th>12.2.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall certify 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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Explanation of Change Request:

- The Contractor shall certify 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.
<table>
<thead>
<tr>
<th>ID</th>
<th>Date</th>
<th>Type</th>
<th>Page</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>S02</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.B</td>
</tr>
<tr>
<td>S03</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.10</td>
</tr>
<tr>
<td>S04</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.26</td>
</tr>
<tr>
<td>S05</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.26</td>
</tr>
<tr>
<td>S06</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.29</td>
</tr>
<tr>
<td>S07</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.16.29, p. 80</td>
</tr>
<tr>
<td>S08</td>
<td>12.6.1</td>
<td>Technical</td>
<td>J</td>
<td></td>
</tr>
<tr>
<td>S10</td>
<td>2/17/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.18.5</td>
</tr>
<tr>
<td>-----</td>
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<td>-----------</td>
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<td>--------</td>
</tr>
</tbody>
</table>
| The Trainset shall be equipped with adequate fire barriers and partitions or 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: The Trainset according to TSI category & the fire resistance requirements of TSI shall be a deemed-to-satisfy provision for this requirement and MFRA LB.

**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 (E30, 30 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, 30 criteria).

No change is required.

<table>
<thead>
<tr>
<th>S10</th>
<th>2/17/2014</th>
<th>Technical</th>
<th>j</th>
<th>13.2c</th>
</tr>
</thead>
</table>
| The Authority's Safety and Security Management Plan

**Explanation of Change Request:**
- Upon detection of fire shall close or be closed by remote control.
- 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 LB.

<table>
<thead>
<tr>
<th>S11</th>
<th>2/17/2014</th>
<th>Technical</th>
<th>j</th>
<th>B.6.1</th>
</tr>
</thead>
</table>
| The HVAC system shall provide comfort air inside the Trainset. To estimate the fresh air rates per person, the following equations may be used:

\[
\text{Flow} = \frac{q}{\text{CO}_2} \quad \text{m}^3/\text{min} \times \text{persons}
\]

Where:
- \(q\) is the CO2 concentration specified in EN13129.
- \(\text{CO}_2\) 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 620ppm.

**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 range. The fresh air rates for the high and low ambient temperatures are taken from DN11229. 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.

<table>
<thead>
<tr>
<th>S12</th>
<th>2/17/2014</th>
<th>Technical</th>
<th>j</th>
<th>B.14.2</th>
</tr>
</thead>
</table>
| The HVAC system shall provide comfort air inside the Trainset. The fresh air rates 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 meeting the interior temperatures as required by Chapter 18.14.

<table>
<thead>
<tr>
<th>Temperature (°C)</th>
<th>Fresh Air Flow (m³/min)</th>
</tr>
</thead>
<tbody>
<tr>
<td>-6 to 15</td>
<td>2.75 x 0.09 /°C</td>
</tr>
<tr>
<td>16 to 25</td>
<td>2.75 x 0.09 /°C</td>
</tr>
<tr>
<td>26 to 35</td>
<td>1.95 x 0.09 /°C</td>
</tr>
<tr>
<td>36 to 45</td>
<td>1.25 x 0.09 /°C</td>
</tr>
<tr>
<td>46 to 55</td>
<td>0.55 x 0.09 /°C</td>
</tr>
</tbody>
</table>

**Explanation of Change Request:**
- The request change is to avoid oversized HVAC Systems while meeting the expected interior temperature performance within the specified ambient temperature range.
- The fresh air rates for the high and low ambient temperatures are taken from DN11229. 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.

|-----|-----------|-----------|----|-------|
| Passenger areas, including toilets and food service area, shall be ventilated at rates following EN654-6. Ventilation shall be by a mix 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 m³/h (17.7 cfm, 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 range.
- The fresh air rates for the high and low ambient temperatures are taken from DN11229. 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.
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 0.21.1). According to our experience such restarts are very rare due to the high reliability of the subsystems.

No change is required.

---

Train communication and control equipment shall also utilise diverse routing...

Train communication and control equipment shall utilise diverse routing whenever reasonable and necessary to ensure reliability functions needed to move the train...

**Explanation of Change Request:**

The WTB and 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 box not.

To ensure driving capabilities of the train an emergency driving mode is provided. One of the traction units of the train (A + 4 or E and) must have a long MVB network and will be remotely controlled by conventional wired logic.

No change is required.

---

The Contract and Monitoring System/Control 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 Contract and Monitoring System/Control 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:**

In the Engineers computer display is one page concerning the exterior doors of the train. It shows summarized for every single 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.

---

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.

---

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 latched out with the door cutout lock.

A train line door summary circuit for some function via software shall be provided to give indication to the Cab that all exterior side doors are closed and latched, and/or latched out with the door cutout lock.

**Explanation of Change Request:**

The function is done by software, there is no wired train line. All other contents of the requirement will be fulfilled.

An amendment will be issued.

A train line door summary circuit for equivalent function via software shall be provided to give indication to the Cab that all exterior side doors are closed and latched, and/or latched out with the door cutout lock.

The function is done by software, there is no wired train line. All other contents of the requirement will be fulfilled.

An amendment will be issued.

---

The door summary circuit shall include functionality to inhibit traction 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 for equivalent function via software shall include functionality to inhibit traction effort until the train reads zero speed condition and all passenger entry doors are closed and locked. Also, if the door summary circuit (or some 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:**

The function is done by software, there is no wired train line. All other contents of the requirement will be fulfilled.

An amendment will be issued.

The door summary circuit for equivalent function via software shall include functionality to inhibit traction effort until the train reads zero speed condition and all passenger entry doors are closed and locked. Also, if the door summary circuit (or equivalent function via software) senses a passenger side door open when the train is in motion, the tractive power shall be removed.

An amendment will be issued.
<table>
<thead>
<tr>
<th>ID</th>
<th>Date</th>
<th>Type</th>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>S21</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.13.10</td>
<td>Operating Cab shall be equipped with two summary circuit bypass switches provided to override the door closed summary circuit for each side of the train. Operating Cab shall be equipped with a summary circuit bypass switch provided to override the door closed summary circuit.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Explanation of Change Request: There is a override switch available but only one (e.g. 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.</td>
</tr>
<tr>
<td>S22</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.16.2</td>
<td>In addition, a digital clock based timer system shall be located on the Operator's Cab console, in the crew compartment, and on the internal electronic display. In addition, the standard reference time provided by this system shall be displayed digitally on the Operator's Cab console. The computer display is in the crew compartment (on the HMI computer display), and on the internal electronic display for the passengers (to be clarified in detail).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Explanation of Change Request: The [insert reference time] time is shown on all computer displays in the engineer cab or for the crew. But there is no extra clock (e.g. anything with &quot;huge eight&quot;).</td>
</tr>
<tr>
<td>S23</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.17.1</td>
<td>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 Trainset systems and subsystems are monitoring their status / health and send alarm messages.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Explanation of Change Request: The central diagnostic system only receives information from all system/subsystems, monitoring their hardware automatically by Bluetooth. The system shall then display 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.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>An Amendment will be issued.</td>
</tr>
<tr>
<td>S24</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.17.1</td>
<td>The system shall make it possible for maintenance personnel to troubleshoot any problems to the SIC/SC without the need to use external test equipment and have a Data Collector in the train.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Explanation of Change Request: The system shall make it possible for maintenance personnel to troubleshoot any problems to the SIC/SC without the need to use external test equipment as far as possible.</td>
</tr>
<tr>
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<td></td>
<td>An Amendment will be issued.</td>
</tr>
<tr>
<td>S25</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.17.1</td>
<td>The system shall also be linked to the onboard diagnostic data recorder to allow for traceability.</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td>Explanation of Change Request: The system shall also be linked to the onboard diagnostic data recorder to allow for traceability.</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td>An Amendment will be issued.</td>
</tr>
<tr>
<td>S26</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.17.1</td>
<td>TMDS shall be capable of transmitting collected data over the Owner-provided communication infrastructure to an appropriate wayside facility.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Explanation of Change Request: The system shall be capable of transmitting alarms over the Owner-provided communication infrastructure to an appropriate wayside facility.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>An Amendment will be issued.</td>
</tr>
<tr>
<td>S27</td>
<td>1/17/2014</td>
<td>Technical J</td>
<td>B.17.1</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Explanation of Change Request: 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>An Amendment will be issued.</td>
</tr>
<tr>
<td>Page</td>
<td>Date</td>
<td>Revision</td>
<td>Document</td>
<td>Section</td>
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<tr>
<td>218</td>
<td>3/17/2014</td>
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<td>J</td>
<td>B.17.1</td>
</tr>
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<td>3/17/2014</td>
<td>Technical</td>
<td>J</td>
<td>B.17.8</td>
</tr>
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</table>

Explanation of Change Request:
The data in the subsystems can only be deleted by means of a computer with special service software, available only for commissioning and maintenance staff. In normal case there is no need to reset 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 if 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 lack giving access to the interface, there is a low risk of unauthorized access. No change.

Amendment will be issued
The design of the TMDS shall handle the collection, transmission, and display of the following for the Trainset: a) Real-time telemetry, as allowed by the applicable equipment, and associated reception between the Trainset and the applicable equipment. All real-time system alarms via email/text message generated by the applicable equipment, and associated reception between the Trainset and the applicable equipment. An amendment will be issued.

Amendment will be issued.
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 alarms messages must be avoided in the most recent 168 hours by means of the train or the land side. An amendment will be issued.

Amendment will be issued.
The Contractor shall provide all necessary hardware (e.g. cables) and software for this one PTU to perform all necessary diagnostic functions. The Contractor shall provide all the necessary hardware (e.g. cables) and software for this one PTU to perform all necessary diagnostic functions. An amendment will be issued.

Amendment will be issued.
The Contractor shall provide all the necessary hardware (e.g. cables) and software for this one PTU to perform all necessary diagnostic functions. The Contractor shall provide all the necessary hardware (e.g. cables) and software for this one PTU to perform all necessary diagnostic functions.
Each vehicle shall be provided with a TMDIS Terminal Unit, including one that shall be installed in both cabs of the Train. 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 train controller's display unit.

Access to the central diagnostic for maintenance purposes is given in each cab. The train display of the train control system is not the passenger information system, etc. can also be connected from the cab.

**Explanation of Change:**
No change.

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During coupling procedures, ATO shall limit the speed of the Trainset to less than the maximum allowable coupled 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 onboard systems shall provide a predetermined penalty brake application to stop the Trainset.

**Explanation of Change:**
No change.

---

The system shall be comprised of:
A local diagnostic unit (carrying out self-test at power-up and during operation, detection and management of anomalies during the different phases of operation, signaling to the central diagnostic of the Trainset).

The system shall be comprised of:
A local diagnostic unit (carrying out self-test at power-up and during operation) for reliable, detection and management of anomalies during the different phases of operation, signaling to the central diagnostic of the Trainset.

**Explanation of Change:**
No change.

---

The system shall be comprised of:
A local/human-machine interface (HMI) is in the cab 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, traction 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 brakes are 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:**
No change.

---

A key objective is the ability to recognize 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:**
No change.

---

Attitude: No change.
For Authority: An amendment will be issued.
During coupling procedures, the Trainset speed shall be limited to less than the maximum allowable coupled speed. The Trainset speed shall also be 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.
where safety is not compromised, automatic System reset shall be included where possible. Automatic reset shall be logged for Maintenance purposes. As far as practicable, automatic reset shall be proposed to minimize reset time and the risks associated with any general reset.

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.

Explaination 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.

No change.

S40 1/17/2014 Technical J 12.3.39

No onboard systems interfaces, protocols, features, hardware or software shall provide any interfacing Contractor from interfacing to the onboard systems and providing end-to-end functionality and performance.

Explaination of Change Request:

Interfacing contractors needs to meet all requirements of the trainside interface.

An amendment will be issued.

No onboard systems interfaces, protocols, features, hardware or software shall provide 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.

No change.

S41 1/17/2014 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 brakes application. The bypass shall automatically de-activate when the brakes are released and must be re-activated for each successive bypass. This bypass circuit shall prevent 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 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.

Explaination of Change Request:

Concerning the traction we need no switch for this function.

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 receives a still unseed signal on copper wire from the brake control unit. If this signal fails or the brake control unit is switched on or out of service, the outside doors of this particular car cannot be released. Although it is tried to overide 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 locomotive. Because of this we changed "brake cylinder pressure" to "brake handle".

No change.

S42 1/17/2014 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.

Explaination 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.

Note: Incorrect reference should be 12.7.5.7. An amendment will be issued.

The speed sensing System shall continuously compare all axle speeds with the train speed, taking wheel diameter calibration data into account. When equivalent systems are provided.

No change.

S43 1/17/2014 Technical J 8.11.3

Auxiliary power receptacles and jumper cables shall be installed on each end on both sides of the Trainset.

Explaination of Change Request:

Due to our standard auxiliary power receptacle, for shop supply are part of the APS Connectors and integrated in the last or last coaches on each train ends.

All amendment will be issued.

Auxiliary power receptacles and jumper cables shall be installed on each end on both sides of the Trainset and must not be hard part of the Trainset. (Last one or next to last sides)

S44 1/17/2014 Technical J 8.11.3

The components shall allow 480 VAC to be supplied to a Trainset, from a Maintenance facility standby power center, and auxiliary power distribution System when coupling two Trainsets without using adaptors.

Explaination of Change Request:

The components shall allow 480 VAC to be supplied to a Trainset from a Maintenance facility standby power center, and auxiliary power distribution System when coupling two Trainsets without using adaptors.

No change.
<table>
<thead>
<tr>
<th>No</th>
<th>Date</th>
<th>Type</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S46</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> 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.</td>
</tr>
<tr>
<td>S46</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> Air and earphone distances for electrical isolation are done in our trains by well proven standard EN50124-3 which is recommended for use in this project. No change.</td>
</tr>
<tr>
<td>S46</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> 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 a redundant type and control connectivity shall include 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.</td>
</tr>
<tr>
<td>S47</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> Our proposed auxiliary operating equipment fulfills the corresponding product standards (EN or IEC standard). No change.</td>
</tr>
<tr>
<td>S48</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> The proposed traction and auxiliary equipment fulfills the corresponding product standards (EN or IEC standard). No change.</td>
</tr>
<tr>
<td>S48</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> The paragraph shall be of a proven design capable of current collection at all speeds up to 300 km/h (184 mph). The paragraph shall be of a proven design capable of current collection at all speeds up to 300 km/h (184 mph). The paragraph shall have an operating range for wire heights from 4.5 m (14.50 feet) to 6.7 m (22.66 feet), as defined in Appendix B for Amtrak and Appendix C for the Authority.</td>
</tr>
<tr>
<td>S49</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> We intend to use two types of pantographs - one for speeds up to 300 km/h for the Authority with nominal wire height of 5300 mm (as defined in SCW Chapter 21 section 21.6.2) and another for speeds up to 305.5 km/h for Amtrak for wire heights up to 6.7 m on mainline track and for minor speed up to 7.3 m in yards.</td>
</tr>
<tr>
<td>S50</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> There are no local fault indications in the APS. Fault detection is done with a laptop which is connected to the APS/fac trouble shooting. No change.</td>
</tr>
<tr>
<td>S51</td>
<td>1/17/2014</td>
<td>Technical</td>
<td>J</td>
<td><strong>Explanation of Change Request:</strong> Battery design will be done according EN50107 with full load shedding at 0°C. No change.</td>
</tr>
</tbody>
</table>
The pantograph shall cross the catenary wire at all speeds up to 363.5 km/h (225 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/or the North and South constant tension OCS. The dynamic between the pantograph and the OCS shall be validated in accordance with the most current version of specification 60 EN 50318 and by field test measurements of the three types of OCS according to most current version of specification 60 EN 50317. The Infrastructure Manager shall decide which of the two methods to improve the quality of current collection is to be used. 

4.3.2

1/3/2014 Technical J 12.3.12

The pantograph shall cross the catenary wire at all speeds up to 263.5 km/h (164 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/or the North and South constant tension OCS. The dynamic between the pantograph and the OCS shall be validated in accordance with the most current version of specification 60 EN 50318 and by field test measurements of the three types of OCS according to most current version of specification 60 EN 50317. The Infrastructure Manager shall decide which of the two methods to improve the quality of current collection is to be used. 

4.3.3

1/3/2014 Technical J 12.3.36

The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following: 

a) Amtrak Drawing A-60-7639 (Drawing is attached to this specification).

b) Amtrak Drawing A-60-7635 (Drawing is attached to this specification).

c) Reasonable exceptions from these EMC limits shall be submitted by the contractor for approval by the Power System Engineer.

The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following: 

a) Amtrak Drawing A-60-7639 (Drawing is attached to this specification).

c) Reasonable exceptions from these EMC limits shall be submitted by the contractor for approval by the Power System Engineer.

4.3.4

1/3/2014 Technical J 12.2.13

The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following: 

a) Amtrak Drawing A-60-7639 (Drawing is attached to this specification).

b) Amtrak Drawing A-60-7635 (Drawing is attached to this specification).

c) Reasonable exceptions from these EMC limits shall be submitted by the contractor for approval by the Power System Engineer.

4.3.5

1/3/2014 Technical J 8.9.3

The Next Generation Trainset shall be compliant and compatible with the applicable parts of the following: 

a) Amtrak Drawing A-60-7639 (Drawing is attached to this specification).

b) Amtrak Drawing A-60-7635 (Drawing is attached to this specification).

c) Reasonable exceptions from these EMC limits shall be submitted by the contractor for approval by the Power System Engineer.
<table>
<thead>
<tr>
<th>Issue Count</th>
<th>Date</th>
<th>Type</th>
<th>Page</th>
<th>Column</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>598</td>
<td>3/17/2014</td>
<td>Technical</td>
<td>j</td>
<td>B.12.4</td>
<td>Baking resistors, if used, shall be double insulated and sized for duty cycles without any dependency upon Regenerative Braking. Power dissipating resistors shall be double insulated and capable of dissipating all Dynamic Braking energy. Power dissipating resistors shall be adequately ventilated to prevent overheating under worst case operating conditions. Power dissipating grids shall be designed and installed with sufficient isolation to prevent combination between resistor elements and combustible material. <strong>Explanation of Change Request:</strong> Baking 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. An amendment will be issued. Baking resistors, if used, shall be double insulated and sized for duty cycles without any dependency upon Regenerative Braking to dissipate all Dynamic Braking energy. <strong>Proposed Alternative:</strong> Regenerative Braking used., double insulated and for to dissipate all Dynamic Braking energy. <strong>Issue Count</strong></td>
</tr>
<tr>
<td>Date</td>
<td>Type</td>
<td>Page</td>
<td>Section</td>
<td>Paragraph</td>
<td>Content</td>
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<tr>
<td>5/4/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 1</td>
<td></td>
<td>&quot;Owner Delay&quot; 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 Site and/or Maintenance Facilities by the deadlines for such access in Article 24. &quot;Owner Delay&quot; means delays arising from the acts or omissions of Owner or its other separate contractors, including but not limited to the following matters:...&quot;</td>
</tr>
</tbody>
</table>
| 5/5/2014   | Commercial | E    | Sec. 1  |           | "Contractor should be entitled to relief for all of Owner’s potential delays during execution of the Project."
| 5/6/2014   | Commercial | B    | Sec. 13.3 |           | "None is the essence of this Contract."
| 5/7/2014   | Commercial | B    | Sec. 12.2 |           | "The condition precedent to issuance of a Certificate of Acceptance or Certificate of Conditional Acceptance have been met by Contractor with respect to any or all of the Trains 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) $500,000 per day, per Trainset, for beyond 180 days of delay."
| 5/8/2014   | Commercial | B    | Sec. 31.3.A. |           | "Contractor hereby grants to Amtrak an irrevocable, fully-paid up, right and license under the Intellectual Property to 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."
| 5/9/2014   | 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 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."

---

Amtrak is not agreeable to making the requested change.

Amtrak is not agreeable to making the requested change.

Amtrak is not agreeable to making the requested change.

Amendment will be issued.

Amendment will be issued.

No change.

No change.

No change.

No change.
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 thereunder:

(i) Contractor materially breaches an express obligation with respect to the Contract, which breach is promptly caused by Contractor’s sole or unexcusable, 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 copies 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 at

(ii) 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.

Sty 1/17/2014
Commercial B Sec. 31.1.10(d).

All the parties have attempted to resolve a good faith dispute and Contractor ceases providing services or work similar to those provided 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 treated 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.

Sty 1/17/2014
Commercial B Sec. 31.1.10(d).

Establishment of Escrow. The escrow shall be established and maintained by Contractor. The escrow shall be maintained at the sole expense of Contractor. If the release condition above is not treated to have occurred, then the initial version of the Escrow Materials and promptly updated by Contractor following such material change, modification or enhancement thereof. 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.

Sty 1/17/2014
Commercial B Sec. 31.1.10.

Amtrak shall have the right to review and approve all Insurance Policies.

Explanation of Change Request:
Amtrak shall have the right to review and approve all insurance certificates applicable to the Project.

Sty 1/17/2014
Commercial B Sec. 59.1

“Any uncertainty remains after reference to the above hierarchy, the Contractor shall then confer with the Contracting Official or its 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 shall notify the Parties actions in the event of a dispute in interpretation.

Sty 1/17/2014
Commercial B Sec. 2.6, Para. 1

Amtrak should be responsible for its own errors or omissions and such risk should not be transferred to the Contractor.
<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Date</th>
<th>Part</th>
<th>Section</th>
<th>Issue</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>576</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 2.3, Para. 2</td>
<td>The Contractor is under an obligation to control, fulfill the provisions of this Contract in all respects.</td>
</tr>
<tr>
<td>577</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 2.10</td>
<td>The Transits specified herein shall embody all of the best, shall be of the best engineered design for the service intended.</td>
</tr>
<tr>
<td>578</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 2.1</td>
<td>The Transits specified herein shall embody all of the best, shall be of the best engineered design for the service intended.</td>
</tr>
<tr>
<td>579</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 3.3</td>
<td>The Contractor shall supervise and direct the work, using its own skilled and unskilled labor and its own cars, as Amtrak may reasonably require from time to time.</td>
</tr>
<tr>
<td>580</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 6.2</td>
<td>The Contractor shall furnish and maintain during the term of the Contract, and carriage a financial rating from A.M. Best Company of A VIII or better.</td>
</tr>
<tr>
<td>581</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 6.4</td>
<td>The Contractor shall furnish and maintain during the term of the Contract, and carriage a financial rating from A.M. Best Company of A VIII or better.</td>
</tr>
<tr>
<td>582</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 6.4</td>
<td>The Contractor shall furnish and maintain during the term of the Contract, and carriage a financial rating from A.M. Best Company of A VIII or better.</td>
</tr>
<tr>
<td>583</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 7.5</td>
<td>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.</td>
</tr>
<tr>
<td>584</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 7.5</td>
<td>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.</td>
</tr>
<tr>
<td>585</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 8.2.5</td>
<td>Any witness based on acceptance or conditional acceptance, for such Transits is issued.</td>
</tr>
<tr>
<td>586</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 10.1</td>
<td>Any witness based on acceptance or conditional acceptance, for such Transits is issued.</td>
</tr>
<tr>
<td>587</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 12.1, Para. 1</td>
<td>Add the following language at the end of the first paragraph: &quot;Subject to a cap of ten percent (10%) of the Contract Value.</td>
</tr>
<tr>
<td>588</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 13.1</td>
<td>Contractor covenants and warrants to Amtrak that each Transit is in conformance with all requirements of the Contract.</td>
</tr>
<tr>
<td>589</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 13.2</td>
<td>Based on this provision.</td>
</tr>
<tr>
<td>590</td>
<td>3/17/2014</td>
<td>Commercial</td>
<td>B</td>
<td>Sec. 13.3, Para. 1</td>
<td>The warranties specified under this Article shall commence at the hour on the day of the failure of revenue service.</td>
</tr>
</tbody>
</table>
Amtrak is not agreeable to making the requested change.

Modify as follows:

To the extent the Contractor is unable or fails within the time prescribed, use its own forces for the performance of the Work.”

Modify as follows:

It is understood and agreed, pursuant to the warranty herein contained.”

Indemnity by Contractor was overly broad and has been reasonably modified.

Amtrak is not agreeable to making the requested change.

Amtrak is not agreeable to making the requested change.

Amtrak is not agreeable to making the requested change.

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 Trains within the time specified herein; (2) failure to make prompt progress, so as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestone or future of Trains 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; (6) noncompliance with the Laws or the proper instruction of Amtrak; (7) failure to comply with Amtrak’s rules or breach of it’s terms and conditions; (8) default of any of the Trains that fail to meet the requirements of the Contract; (9) delivery of any Trains that fail to meet the requirements of the Contract; (10) delivery of any Trains that fail to meet the requirements of the Contract.

Explanation of Change Request: To the extent the Contractor is unable or fails within the time prescribed, use its own forces for the performance of the Work.”

The time frames set forth in Article 13 may not allow for full completion of the corrective work.

In the event the Contractor or its Subcontractors fails to deliver Trains within the time specified herein, the penalty for liquidated Damages has been reached in accordance with Section 12: (1) failure of Trains to conform with all material requirements of this Contract; (2) failure, without cause, to make prompt payment to all undisputed amounts due 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 it’s terms and conditions; (8) default of any of the Trains that fail to meet the requirements of the Contract; (9) delivery of any Trains that fail to meet the requirements of the Contract; (10) delivery of any Trains that fail to meet the requirements of the Contract.

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 Trains within the time specified herein; (2) failure to make prompt progress, so as to endanger timely performance under the Contract; (3) failure to meet any delivery schedule milestone or future of Trains 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; (6) noncompliance with the Laws or the proper instruction of Amtrak; (7) failure to comply with Amtrak’s rules or breach of it’s terms and conditions; (8) default of any of the Trains that fail to meet the requirements of the Contract; (9) delivery of any Trains that fail to meet the requirements of the Contract; (10) delivery of any Trains that fail to meet the requirements of the Contract.
<p>| 599 | 3/17/2014 | Commercial | B | Sec. 16.2 | &quot;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.&quot; | Modify to read as follows: &quot;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.&quot; |
| 600 | 3/17/2014 | Commercial | B | Sec. 16.3(e) | For the record, 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 46. | Delete this provision. |
| 601 | 3/17/2014 | Commercial | B | Sec. 16.3(f) | For the record, reasonably required by Amtrak, unless all outstanding liabilities and all claims arising out of the termination without cause of subcontracts, with the approval of Amtrak. | Delete this provision. |
| 602 | 3/17/2014 | Commercial | B | Sec. 16.3(f) | For the record, to the extent that payment was received from Amtrak, transfer title to Amtrak and deliver in the manner, at the time, and to the extent, at the time, and at the prices directed or authorized by the Contracting Official, any property of the types referred to in Article 16.3(f) above, provided, however, that Contractor 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 Officer may direct. | Delete this provision. |
| 603 | 3/17/2014 | Commercial | B | Sec. 16.3(g) | To the extent requested by Amtrak, use its best efforts to sell to the manner, at the time, to the extent, at the time, and at the price or prices directed or authorized by the Contracting Official, any property of the types referred to in Article 16.3(g) above, provided, however, that Contractor 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 Officer may direct. | Delete this provision. |
| 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 otherwise provided under this Contract.&quot; | Delete this provision. |
| 605 | 3/17/2014 | Commercial | B | Sec. 18.4 | If 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 Amtrak the specified assessment for each individual removed during the time period indicated below. | Delete this provision. |
| 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. |</p>
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<td>2/13/2014</td>
<td>Commercial B</td>
<td>Sec. 29.3</td>
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**Explanation of Change Request:** Amtrak is not agreeable to making the requested change.

**Explanation of Change Request:** Amtrak is not agreeable to making the requested change.

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**Explanation of Change Request:** 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, for a time not exceeding (5) days, if the Contractor fails to pay any undisputed amounts owed to Contractor within ten (10) days after such payment is due. |

**Explanation of Change Request:** Amtrak is not agreeable to making the requested change.

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**Explanation of Change Request:** Amtrak is not agreeable to making the requested change.
Needs to be discussed.

Amtrak is not agreeable to making the requested change.

Explanation of Change Request:
The limits here appear high and should be reduced to appropriately price the insurance regime.

613 1/17/2014 Commercial B Sec. 59.3

"Commercial General Liability Insurance. (Exclusion of Rolling Stock Exposure) "All liability insured to and covering liability imposed upon Contractor arising out of the Trainset 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 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 $250,000,000 per occurrence and $2,000,000,000 in the aggregate."

613 1/17/2014 Commercial B Sec. 59.3

"Needs to be discussed."

614 1/17/2014 Commercial B Sec. 65.1

4-5 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 by Amtrak or any of its representatives, including the Contracting Official, shall constitute approval of, waiver of, or acquiescence to, a breach by Contractor unless specifically agreed to 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."

615 1/17/2014 Commercial E Sec. 52.3

"If appropriate, Contractor shall offer 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."

615 1/17/2014 Commercial E Sec. 52.3

"2.2 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 render 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."

616 1/17/2014 Commercial E Sec. 52.2

"If 3 Should Contractor 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 contractors. (If such separate contractor(s) uses Owner or initiates an arbitration proceeding in 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 therefrom, Contractor shall pay or satisfy and shall reimburse Owner for all attorney fees and court or arbitration costs which Owner incurred."

617 1/17/2014 Commercial E Sec. 52.3

"3.3 Claims by Contractor shall not be brought or received prior to the end of the last Year of Service Period, or (i) one year after the end of the last Trainset Service Period; or (ii) one year after the date of Contractor’s last substantial work."

618 2/2/2014 Commercial E Article 52

"Amtrak is not agreeable to making the requested change.

Explanation of Change Request:
The limits here appear high and should be reduced to appropriately price the insurance regime."
Sec. 9(b)(i) Contractor certifies that the Trainset (including Prototype Trainset) is fit for its intended purpose and can safely enter passenger service;*

Modified to read as follows: Contractor certifies that the Trainset (including Prototype Trainset) can safely enter passenger service;*

Explanation of Change-Request: Fit for purpose language was removed due to the uncertainty around the use of such language with respect to operations that are not under the control of Contractor.

Sec. 9(b)(ii) Contractor certifies that the Trainset (including Prototype Trainset) 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.

Sec. 9(b)(iii) Contractor certifies that the Trainset (including Prototype Trainset) has logged 10,900 continuous defect-free miles;*

Delete this provision.

Explanation of Change-Request: This language overly broad.

Regarding the Project of Next Generation Trains and Other Related Goods and Services with BPF MULT LCN TEMPL, we require to postpone the closing date of above-mentioned project since we need much more time (additional 4-month) for preparing the required tender and commercial documents and submission. We focus on American railway market for a long time and are very interested in your project. We currently hope that Amtrak and California High-Speed Rail Authority can accept our request of postponing the closing date by another one month.

Refer to Amendment 6.

Sec. D 1 Fitness for Purpose

Fault® means, in relation to a Trainset, Vehicle, part, Amtrak-Owned Spare, Special Tool, Mock-up or Simulator Equipment that the relevant Trainset, Vehicle, part, Amtrak-Owned Spare, Special Tool, Mock-up or Simulator Equipment does not comply with the Specification, 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 Trainset, Vehicle, part, Amtrak-Owned Spare, Special Tool, Mock-up or Simulator Equipment, that the relevant Trainset, 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.

Spare® means any spare which is designed and intended to be removed from a Trainset and Repaired, refurbished, or overhauled so that it is fit for its intended purpose and may be re-fitted.

Reparable Spare® means any spare which is designed and intended to be removed from a Trainset and Repaired, refurbished, or overhauled so that it is fit for its intended purpose and may be re-fitted.

Definition of "Spare" that is in the Amtrak Next Generation High Speed Train Set General Provisions.

For consistency between the Amtrak Next Generation High Speed Train Set General Provisions, and the TSSA, we suggest the definition of 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.

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 contemporaneously to the date of the contract or years later.

We currently hope that Amtrak and California High-Speed Rail Authority can accept our request of postponing the closing date by another one month.

Refer to Amendment 6.
Pending

“Excluded Damage” means, other than due to fire 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 set in accordance with the agreed upon Maintenance Plan.

Reasoning: The responsibility for the physical damage to the components and subcomponents and vandalism repair should remain with Amtrak, 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. Similarly, Train set 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 threshold.

1. "Pending" means any items supplied to 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.

Reasoning: Our understanding is that the terms “Heavy Maintenance” also means “Overhaul”. The term “Overhaul” is capitalized, but not defined.

2. "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.

3. The term of the Contract is fifty (50) 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: Amtrak continues to maintain all its rights as described under Sections 13 & 14.
Contractor shall invoice Amtrak by submitting an original invoice, along with supporting documentation, to Amtrak not later than 30 days after: the address set forth in the Contract. In accordance with an Amtrak approved payment schedule, Amtrak shall pay Contractor all undisputed invoices 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.

**Reasoning:**
We required to add a payment term that is usual under a TOSA 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 expanded the application of a price escalation formula in Clause 20.2.

**Reasoning:**
Pursuant to the above mentioned exception, we would like to ensure annual pricing is consistent with the 15 year commitment.

### Milestone Payment Schedule:
1. At One-Time Payment for the mobilization phase; or a monthly amount to cover fixed costs ("Baseline Price"); and
2. An amount per train mile ("Mileage Based Price") multiplied by a factor of the Home Purchase to cover the cost of materials for each calendar year. Amounts for the first and final calendar years shall be calculated pro rata in each case. Each year shall have a rate multiplier factor.

**Reasoning:**
Amtrak revised payment schedule in Schedule D.

### TIME LIMITATIONS OF WARRANTIES

Where warranties are set in addition to all other express, implied or statutory warranties. Any Suppliers not confirming to these standards shall be considered defective.

**Reasoning:**
We confirmed that suppliers not meeting the standards would be considered defective.

Spares are to be procured in accordance with the O&M of the relevant Component as applicable to spare parts.

**Reasoning:**
We agreed to provide spare parts as required by the O&M of the relevant Components to which the Spares correspond.

Amtrak shall have the right to assign all or part of the Contract without obtaining consent from Contractor or its successors, if any.

**Reasoning:**
Amtrak's right to assign Contract is consistent with the same or a better credit-worthiness as Amtrak at the date of execution of the Contract, and the Assignee agrees in writing to honor Amtrak's obligations under the Contract, including those related to the health and safety of Contractor's employees and includes applicable laws.
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<tr>
<td>3/1/2014</td>
<td>Commercial</td>
<td>D</td>
<td>8.1</td>
<td>A place of actual damages for failing to meet Performance Guarantee(s), Contractor shall pay to Amtrak as fixed, agreed, and established damages under the Contract or in accordance with Schedule C. The Liquidated damages under the Contract or Schedule C shall be the sole and exclusive remedy for failing to meet the Performance Guarantee(s), notwithstanding the foregoing, Amtrak shall terminate the Contract for default in accordance with Article 13. Termination for Default, if the Performance Guarantee due and payable to Amtrak by Contractor exceeds the fee deemed limits set forth in Schedule C.</td>
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<td>3/1/2014</td>
<td>Commercial</td>
<td>D</td>
<td>new (8.5)</td>
<td>In order to terminate a Contract with a competitive proposal, we request to limit the liquidated damages at a reasonable cap of 5% or in a six-month period, and in total at 10% of the overall Contract Amount, in order to avoid any unnecessary risk and provide best value to Amtrak.</td>
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<tr>
<td>3/1/2014</td>
<td>Commercial</td>
<td>D</td>
<td>new (8.6)</td>
<td>In order to terminate a Contract with a competitive proposal, we request to limit the liquidated damages at a reasonable cap of 5% or in a six-month period, and in total at 10% of the overall Contract Amount, in order to avoid any unnecessary risk and provide best value to Amtrak.</td>
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<td>3/1/2014</td>
<td>Commercial</td>
<td>D</td>
<td>13.1</td>
<td>During any or any of its Subcontractor’s failure 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 deliver the Supplies within the time specified herein, (3) failure to meet the delivery schedule milestones, and (4) failure to timely make prompt payment to Subcontractors or to make prompt payment for equipment, materials and labor, Amtrak may terminate the Contract, in its option and in its sole discretion, may require such default(s) for the reasons set forth below if the default is cured within ten (10) days of Contractor’s receipt of notice of termination 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 enhancement costs. If Amtrak reacquires the Supplies from another source, Contractor shall be liable for: (1) $5,000 for any payments made by Amtrak and (2) any &quot;waxes&quot; and any other payments made by Amtrak to Contractor for any payments made by Amtrak and (2) any &quot;waxes&quot;</td>
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</table>
Contractor agrees that all information furnished or disclosed by Amtrak, its employees, representatives or agents to Amtrak in connection with the Contract 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 Officer; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose permitted under applicable law. Amtrak will endeavour to disclose 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 proprietary and confidential information provided by the Contractor.

Reasoning: Contractor would like to avoid loss of any proprietary or confidential information disclosed to Amtrak. This encourages the Contractor to disclose information which could be useful to Amtrak; otherwise Amtrak would have to limit the kinds of information it provides. The rights to copy or disclose should be limited to the rights to be exercised under the Contract. Otherwise, Amtrak may be free to rework, redistribute the information for whatever purpose and set furtherance of use of the Train sets. Amtrak may claim damages for breach of confidentiality and injunctive relief.

Contractor shall fully indemnify the Indemnified Parties against any and all actions, claims, liability, costs, damages and expenses suffered or incurred in connection with or arising out of any breach by any 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.

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, costs of actions, suits, costs and expenses incidental to any actions, (collectively, “Indemnification Claims”), which are indemnified for the Indemnified Parties may thereby incur, or be responsible for 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 direct or indirect manner caused by or resulting from supplies, material, deliverables, products or equipment supplied by, or from activities of, or work performed by the Contractor, its officers, employees, agents, servents, Subcontractors, or any other person acting for or on behalf of the Contractor, or as a result of the Contractor’s failure to perform its obligations under the Contract.

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 negligence 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 breaches of contract and not limited to third-party claims. In order to properly define Amtrak, Contractor should be notified of the claim and given control of the defense. At this Amtrak’s assistance may be required. Therefore, we respectfully request modifying the language of this section as we’ve suggested in red.
Each of Amtrak’s rights and remedies hereunder shall be cumulative, in addition to and not a limitation of any other rights, obligations, rights and 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 representatives, 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 6, we request that this provision be modified as we’ve suggested.

No change.

648 1/11/2014 Commercial D 50.1

If 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 MAJORE Event”), the time for performance of its obligations under this Contract may be extended proportionately. Neither party shall be liable for any delay, loss 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, injuries, damages of any kind, additional payments or increased costs arising from Force MAJORE Events. Default or delay of any Subcontractor or supplier shall not excuse timely performance by Contractor, unless such default was caused by a Force MAJORE 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.

Reasoning:
We respectfully request modifying the language of this section as we’ve suggested in red.

No change.

649 1/11/2014 Commercial D 27.1

Amtrak 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.

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.

No change.

650 1/31/2014 Commercial D 56

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.

Reasoning:
We respectfully request modifying the language of this section as we’ve suggested in red, as we understood the overall intention of this paragraph is to ensure smooth project execution.

No change.

651 1/31/2014 Commercial D 58.6

Drawings and specifications are complementary. Anything shown in the drawings but 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 typographical or representative detail indicated on or reproducibly transferred from the Contract or supporting documents shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably feasible from the Contract, the Contractor shall adopt, or have adopted, such representative detail for application to corresponding parts of the Work. Repetitive features shown in outline on the drawings shall be in reasonable agreement 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, no project-specific, to fully eliminate uncertainties in the design, would Amtrak consider issuing a reference to the Standard Drawings whenever a reference to a typographical or representative detail is indicated in the Contract? Since the purpose of relying on typical or representative details will be defeated by the vagueness of "being reasonably indicated" or "from normal custom and practice", would Amtrak be amenable to the language modifications we’ve suggested?

No change.
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 subsequently waive its claim by not asserting it prior to receipt of Final Payment.

To the extent required to support Transplant delivery, acceptance testing solutions, and Schedule and Unscheduled Maintenance for both Acceptance Testing and Revenue Service.

Capital and Maintenance Costs - Delivery Profile and TSSIA Costs

Contractor Project Schedule from Contract Award to Delivery

12.1.5. - 12.1.1

Amtrak's payment (Exhibit B columns N and I) is 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 subsequently waive its claim by not asserting it prior to receipt of Final Payment.

In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless 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 or of 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.

12.1.6

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 of damages, compensation or benefits payable by or for Contractor or any Subcontractor shall survive the termination of the Contract.

Changes in government requirements that add, restrict, 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 case.

All insurance coverage procured by Contractor shall be provided to insurance companies approved by Amtrak and having policyholder ratings no lower than "A" and financial ratings no lower than "VFV" in the Best's Insurance Guide, latest edition as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract.

Indemnified Parties, at its sole discretion, may utilize its own or any other agent or Subcontractor to perform any or all of the Work, or perform such work in any manner, including, but not limited to, as an electrical, mechanical or consulting engineering services.

Nor change.

Nor change.

Nor change.

Pending

Pending

Pending

Pending

Pending
| Page | 2/16/2014 | Technical | C | 4.3.5 | The Maintenance Plan shall include a section dedicated to Interior Maintenance and shall provide the following information:

- Cost 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.

An Amtrak elective overhaul step for an interior refurbishment necessitated by rebordering 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 (including interior refurbishment) is included in the pricing of the proposal or is an option? In addition, can Amtrak confirm that redistribution of the materials is not included in the pricing for materials supply? Finally, can Amtrak explain what is meant by TSSSA Contract Options - Heavy maintenance?

| 2/16/2014 | 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**
-麻実 supports the cost for requiring service exchange items (which will be funded for routine maintenance as well as maintenance 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?

| 2/16/2014 | Technical | C | 4.4.1 | Overhaul of the vehicles shall include periodic repainting of the vehicles and notification of any body shell damage and corrosion in accordance with the requirements specified in the Contractor's Lifecycle maintenance plan.

Can we understand correct, that provide repainting and modification of body shell damage, other than minor touch-up, what is to be done in an outside facility (e.g. not in the Amtrak Maintenance facility) and will be a Contractor cost except for damage caused by vandalism and graffiti?

| 2/16/2014 | Technical | C | 7 | As determined above, it may be necessary to perform component Overhauls as required for Scheduled Maintenance. Where Amtrak has the required skill set for the Overhaul scope, the Contractor shall consider Amtrak as a prospective third-party subcontractor.

For these three major steps is considering in 4.4.5 of the RFP. How should this be reflected in the pricing of Schedule D?

| 2/16/2014 | Technical | C | 9.3 | For Planned Maintenance and Repair Maintenance will be provided by Amtrak. Where this is not a result of a Component or system defect that can be attributed to the Contractors scope of responsibility, the cost of the labor will be charged back to the Contractor.

Under a condition based maintenance philosophy (as required in RFP 4.4.5), 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?

| 2/16/2014 | Commercial | C | 11.2.12 | The need and justification for such changes shall be based on the Contractor’s (AMK) model.

If the Trainset meets the BMK 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?

| 2/16/2014 | Commercial | D | 30.1 | Do Amtrak has determined that the following Small Business (SB) and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of estimated total contract value) are appropriate for this Contract: DBE = 5%, SB = 10%?

Amtrak has determined that the following Small Business (SB) and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of estimated total contract value) are appropriate for this Contract: DBE = 5%, SB = 10%.

Is it easy or difficult to practically apply this provision during the TSSSA contract and keep the requirement that some are provided by the DBE? Suppliers that qualify as DBE/SBE, and produce parts under the rolling stock contract may have parts that do not require much or any of the work during the maintenance contract. Is it possible to obtain a waiver for DBE requirements under the TSSSA contract?

| 2/16/2014 | Commercial | D | 30.1 | Do Amtrak has determined that the following Small Business (SB) and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of estimated total contract value) are appropriate for this Contract: DBE = 5%, SB = 10%?

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| 2/16/2014 | Commercial | D | 6.2.2.4 & 6.2.3.4 | If any scheduled Maintenance Spares or Unscheduled Maintenance Spares are required for the purpose of replacing any component as a result of Excluded Major Damage, such Scheduled Maintenance Spares or Unscheduled Maintenance Spares (as applicable) shall be separately chargeable to Amtrak at the price specified in Schedule B (Bidder Spares List).

Amtrak should apply to this price. How does Amtrak intend to apply escalations, should the bidder suggest the indices to use and will the rules be revoked, every 5 years?

| 2/16/2014 | 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 teams comprising the Technical Support Personnel will be brought to full strength by reference to each Amtrak Maintenance Facilities.

Does the intent 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 will affect a change to the price. Also, where is the price schedule would the cost for mobilization go?

| 2/16/2014 | Commercial | D | 8.1 | If a place of actual damages for failing to meet Performance Guarantees, Contractor shall pay to Amtrak as fixed, agreed, and liquidated damages, any amount as calculated in accordance with Schedule C.

Can we understand if that is part of the proposal, the bidder will suggest an escalation of damages scheme. Is this contract will Amtrak accept a cap on the level of liquidated damages equal to 10% of the annual value of the contract?
Amtrak may, by written notice to Contractor and without prejudice to its rights, 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 timely meet any schedule milestones; (3) Failure to deliver the Supplies to conform with all material 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 12); 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 pro-rata payment without notice to this provision? “Subject to some period of thirty (30) days Amtrak may, at 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 perform or meet the delivery schedule milestones; (3) Failure of the Supplies to conform with all material 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 12); (6) Failure to comply with any other provision of the Contract.”

If 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 Officer shall determine, on the basis of information available, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor the amount which the Contracting Officer determines to be fair and reasonable.

The word that parties do not agree, would Amtrak consider referring to Section 25 Claims and disputes, rather than exercising material right?

Do Contractor agrees that, during the term of this Contract and for one year thereafter, Contractor shall not, either directly or indirectly, on its 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?

To secure Amtrak’s rights hereunder Contractor shall perfect copies of its then current system design, Source Code and Object Code, listings and related documentation including, without limitation, annotated notes (the “Exhibit Material”) 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”) 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 TSSA Contractor get relief from this requirement and this provision be deleted from the TSSA General Provisions.

Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any claims, losses, damages or loss (including without limitation and in addition to incidental, consequential, or other losses), fines, claims, or any action, suits, costs and expenses incidental thereto, including costs of defense and attorney’s fees (collectively “Claims”), which any of the Indemnified Parties may hereafter incur, be responsible for or suffer 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 way directly or indirectly caused by or resulting from supplies, material, deliverables, products or equipment supplied, or from activities of, or work performed by Contractor, Contractor’s employees, agents, 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 comply with its obligations in accordance with the Contract.

The indemnification requirement detailed in Article 12 is overly broad. It will shift unfair risk onto bidders who will then need to increase their bid price accordingly. Would Amtrak delete 21.3 and 22.2 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, damages or loss (including without limitation and in addition to incidental, consequential, or other losses), fines, claims, or any action, suits, costs and expenses incidental thereto, including costs of defense and attorney’s fees (collectively “Claims”), which any of the Indemnified Parties may hereafter incur, be responsible for or suffer 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 way directly or indirectly caused by or resulting from supplies, material, deliverables, products or equipment supplied, or from activities of, or work performed by Contractor, Contractor’s employees, agents, 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 comply with its obligations in accordance with the Contract.

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.

This is it allows for consequential damages. This contracts with industry standards. It would attribute significantly higher risk to bidders, who would then have to increase their price accordingly. Would Amtrak delete 22.2 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 provision under the Contract, neither Party shall be liable to the other for any amount by way of indemnity or breach of statutory duty or in contract (including negligence) for loss of profits or income, loss of use, loss of production, loss of generating capacity, loss of contract, cost of replacement transportation, financing charges or cost of capital, or any financial or economic loss or for any special, indirect, incidental, or consequential damage whatsoever except in case of gross negligence or willful misconduct of Contractor, Contractor’s officers, employees, agents, Subcontractors, or any other person acting for or with the permission of Contractor under the Contract.”

The RFQ 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.”
Claims & Disputed
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 procedures outlined in Article 25.4.A.

462 1/26/2014 Commercial O 27

For Article 25, POST MODIFICATION, other Party has 5 days to notify the other as to a Force Majeure event.

We would usually require more than 5 days to assess the impact of such an event. If, and only if, we 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?

463 1/26/2014 Commercial O 28.1.4

A support for all direct and indirect costs or losses charged to Amtrak.

While Amtrak and O&G may have the right to require Contractor data, it should not have the right to require data that supports the costs relating to Contractor price for the base contract agreed with Amtrak.

464 1/26/2014 Commercial O 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-29.4. Contractor shall include the provisions of this Article in every subcontract or purchase order exceeding $300,000, 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.

Amtrak confirms that Amtrak’s right to audit and question costs relate only to change orders above the simplified acquisition threshold, and not the base contract price that will be agreed with Amtrak? Also, Article 29.6 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?

465 1/26/2014 Commercial O 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 $300,000,000 in the aggregate.

Insurance levels of this magnitude, to be in force for a 5–30 per period all require project specific insurance. Each if it were possible to obtain insurance at this magnitude (and it is likely that it is not possible), the cost of such a policy will be very high (at the $5 million per policy level) and 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 $100,000,000. Please can Amtrak amend these limits as appropriate?

466 1/26/2014 Commercial O 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 be stipulated.

Most subcontractors (especially, bearing in mind the objective to use O&G and S&G 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?

467 1/26/2014 Commercial O Schedule C: Handover package

Handover Spares

Not understanding in full of the expiration of the contract, the Contractor will deliver the Handover Spares at its cost to Amtrak.

This will incentivate the Contractor to minimize the level of inventory just before contract end. Since it is likely that the train 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.

468 1/26/2014 Commercial O 50

Warranty provision.

Can Amtrak incorporate the following provision into this article: “The warranty is exclusive of personal wear and tear or to damages caused by events outside of Contractor’s control, including but not limited to events of force majeure, dereliction, accident, vandalism and faulty operation.”

469 1/26/2014 Commercial O

Warranty provision.

Warranty has guilt the requirement to deliver the full fleet (Alternative 4 + 28 Trains) in 24 months and, conversely, also in GI5, it requires delivery of NO MORE than 1 Trainset per month.

Also, when do expect the Amendment to be distributed?

Exhibit A Section 3.4 states that the trains are for the delivery of the first Trainset (prototype) in 26 months of NTF and the balance in Alternative 4 in 68 months. The amount of trains in Alternative 4 is to be decided by the Owner and is not to be assumed to be 28. An Amendment will be made to reflect this apparent conflict saying that the balance of the Trains in Alternative 4 have to be delivered at the rate of one a month following the delivery of the Prototype to attain this score. E.g., if there are to be 25 trains then all would be delivered in 68 months, if there were 27 then all would be delivered on 50 months.

470 1/15/2014 Commercial O

Warranty provision.

A reference to the AIP No 9 ART-1124 dated 1/15/2014 which calls for a Bid security in page 22 we understand that “Irrevocable Letter of Credit” (ILC) is one of the forms acceptable to Amtrak. However we do not find the template and/or preferred verbiage for any of the formats.

The ---- do issue ILCs to various beneficiaries including Federal and State government authorities who, more often than not, provide/order a verbiage of the instrument called for.

Please make reference to the AIP and review our question to advise whether there is a standard verbiage or not.

We want to have ILC provided by ---- which is in a way to meet AIs requirements of Amtrak.

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

Americans with Disabilities Act (ADA) statutory requirements found at 42 USC § 121 ?) 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.

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 stated in the following table relevant to the operational speed of the trains.

<table>
<thead>
<tr>
<th>Train Speed MPH</th>
<th>Max Gradient %</th>
<th>Max Change of Gradient %</th>
</tr>
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<tbody>
<tr>
<td>0—19</td>
<td>1.3</td>
<td>0.85</td>
</tr>
<tr>
<td>20—90</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>91-100</td>
<td>0.2</td>
<td>0.1</td>
</tr>
</tbody>
</table>

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.

For speeds over 120 mph the maximum gradient percentage is 0.15%.

<table>
<thead>
<tr>
<th>Posted Actual Feet</th>
<th>% Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MIle Mile from NY</td>
<td>Descending</td>
</tr>
<tr>
<td>67227.738 21</td>
<td>135.722 224.249 1</td>
</tr>
<tr>
<td>67227.738 21</td>
<td>135.726 224.261 1</td>
</tr>
<tr>
<td>67227.738 21</td>
<td>135.740 224.264 1</td>
</tr>
<tr>
<td>67227.738 21</td>
<td>135.740 224.264 1</td>
</tr>
</tbody>
</table>

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

For yard conditions the maximum gradient should be 2.1%.

For speeds over 120 mph the maximum gradient percentage is 0.15%.
<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pooled Mille</td>
<td>Actual Feet from NY</td>
<td>Speed Limit</td>
<td>Reason for Speed Restricrion</td>
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</tr>
<tr>
<td>24</td>
<td>27,186</td>
<td>28,534</td>
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Extract of "Speed 5-inch" tab
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<th>D</th>
<th>E</th>
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<td>Platform</td>
<td>Reason for Speed Reduction</td>
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<td>CVS 303/3</td>
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"Platforms" tab

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"Speed 5-inch" tab