

Proposal Bond

KNOW ALL PEOPLE BY THESE PRESENTS, That we _____

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto the National Railroad Passenger Corporation (Amtrak) and the California High-Speed Rail Authority (Authority) as Obligee, hereinafter called the Obligee, in the sum of ten million Dollars (\$10,000,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Request for Proposal for the Provision of Tier III Next Generation Trainsets Other Related Goods and Services RFP No. X-034-14024 NEXT GEN TRAINSETS issued January 24, 2014, as amended (the "RFP").

NOW, THEREFORE,

If the Obligee shall accept the proposal of the Principal and the Principal shall enter into the Amtrak Contract with Amtrak in accordance with the terms of such proposal, and comply with all post award requirements, including giving such bond(s) or other security, as may be specified in the RFP with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, and the Principal shall enter into the Authority Contract with the Authority in accordance with the terms of such proposal and comply with all post award requirements, including giving such bond(s) or other security, as may be specified in the RFP with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter either such Contract and comply with all post award requirements, including giving such bond(s) or other security, if the Principal shall pay to the Obligee the bonded sum hereof, then this obligation shall be null and void, otherwise to remain in full force and effect. The Principal acknowledges that the bonded sum is reasonable in order to compensate the Obligee for damages it will incur. The Principal further acknowledges that these damages would be difficult and impracticable to measure and prove and are incapable of accurate measurement. The amount of liquidated damages stated herein represents good faith estimates and evaluations as to the actual potential damages of the Obligee and do not constitute a penalty.

Signed and sealed this _____ day of _____ 20____

(Witness)

(Title)

(Witness)

(Title)

Attorney-in-fact
