

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) INTERCITY TRAINSET CONTRACT ("SUPPLIES CONTRACT")

THIS CONTRACT is entered into as of the ___ day of June, 2021 by and between Siemens Mobility, Inc., a Corporation organized under the laws of the State of Delaware, with its principal office located at 7464 French Road, Sacramento, CA, 95828 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 et seq. and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Supplies**:

- A. <u>Minimum Base Order</u>. Contractor shall furnish the following Equipment meeting the requirements of 49 U.S.C. § 22905(a) (formerly found at 49 U.S.C. § 24405(a) as detailed in Appendix 1: ICT Pricing Schedule (Table 1A Equipment Pricing):
 - i. Nonpowered Trainsets (Locomotive Hauled) compliant with and manufactured in accordance with Specification No. 1108: Intercity Trainsets as follows:
 - a. Dual Mode Electric/Diesel in the B-1 Configuration
 - b. Dual Mode Electric/Diesel in the B-2 Configuration
 - c. Dual Mode Battery/ Diesel in the C-1 Configuration*
 - d. Diesel in the D-1 Configuration

*Included in this quantity is the Trainset described in paragraph 2.A. below and

- ii. passenger Locomotives (ALC-42E) to provide propulsion for the Nonpowered Trainsets compliant with and manufactured in accordance with Specification No. 1102: Long Distance Diesel-Electric Passenger Locomotives with Alternate Power Options as modified in Appendix 2: ICT Locomotive Requirements and compliant with Section 24, and other relevant portions of Specification No. 1108: Intercity Trainsets as detailed in Appendix 2, Table 2A;
- Spare Vehicles compliant with and manufactured in accordance with Specification No. 1108: Intercity Trainsets or Specification No. 1102: Long Distance Diesel-Electric Passenger Locomotives with Alternate Power Options as modified in Appendix 2: ICT Locomotive Requirements and compliant with Section 24, and other relevant portions of Specification No. 1108: Intercity Trainsets as detailed in Appendix 2, Table 2A.



В.	Amtra Amtra shall f	the maximum quantity k exercises its right to	As set forth in Appendix 1: ICT Pricing Schedule, Table Amtrak shall have the right in its sole discretion to purchase of noted therein. In the event purchase one or more of the Short Term Deferral Units, ract Modification within of NTP and Contractor in accordance with the Contract and any
C.	quanti issues Option	ties set forth in Append a Contract Modification	the right in its sole discretion to purchase the additional dix 1: ICT Pricing Schedule, Table 1H. In the event Amtrak on to exercise one or more of the Options listed in Table 1H - le 1G - Spare Vehicles, Contractor will furnish additional is apply to Options:
	exc sha 2) Ur cor sha	clusive of escalation. A all be calculated in acculess otherwise agreed mpletion of the Minim	between the parties, Options shall be delivered after um Base Order and any Amtrak reise Options at the Option Order price, subject to escalation Contractor shall
	Suppli		and Options will be designed, fabricated, tested and Contract Documents referenced in Section 14 hereof.
Tr	<u>ansitio</u>	n to	
A.		Car	
	i.	1108. Multiple section presented (e.g., Section Section 24.1 Propulsi Auxiliary Power Veh	Intercity Trainset RFP, Amtrak issued Specification No. ons of Specification No. 1108 permit "alternatives" to be on 1.3 Specification Summary Concept and Definition, on System Overview, and Section 24.13 Propulsion System icles). In its Best and Final Offer ("BAFO") submission and ("LAFO") submission, Contractor included both a technical remarks explored this alternative further with Contractor
		and determined that is	t would be desirable to
		proceed with the need to secure a	Amtrak and its state partner, New York agreed that in order to Amtrak would and test it to ensure the application is workable

2.

for this application.



	Amtrak and Contractor have agreed to the Scope of Work for Dual-Mode Trainset with set forth in Exhibit D-1 for the production, testing and evaluation of a C-1 Configuration Trainsets
	will allow Amtrak to test the capabilities for Amtrak's particular use and needs
	In accordance with Section 2.3 of the Prototype SOW, Amtrak shall have a during which Amtrak may evaluate the Notwithstanding the foregoing, within after issuance of a Certificate of Conditional Acceptance for the Amtrak shall advise Contractor whether to continue with the manufacture of the C Amtrak shall issue a Certificate of Provisional Conditional Acceptance within seven (7) days of delivery of the In the event Amtrak is delayed in issuing the Certificate of Provisional Conditional Acceptance f
i.	Within after issuance of a Certificate of Conditional Acceptance for the Amtrak shall notify Contractor in writing whether it will purchase the production units of the C-1 Configuration Trainsets
	If Amtrak fails to notify Contractor within the timeframe set forth herein, Contractor shall notify Amtrak of such failure in writing. Such writing shall provide Amtrak with Amtrak fails to respond within such the expiration of the day, Amtrak may suspend that portion of the Work in accordance with the Suspension provision in the general provisions of the Contract.
ii.	If after Contractor is unable to demonstrate to Amtrak, the FRA and the appropriate State Partner's satisfaction that the
	Performance Criteria, Amtrak shall issue a Contract Modification to and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle , attached hereto as Appendix 4. In addition, Amtrak shall issue a update
iii.	If Contractor is able to successfully demonstrate to Amtrak, the FRA and the appropriate State Partner's satisfaction that the meets the requirements

B.



		of the SOW and Amtrak decides with propulsion, Amtrak shall issue a Contract Amendment to
		pivot to 3 rd Rail/Diesel propulsion Trainsets at the prices set forth and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle , attached hereto as Appendix 4. Additionally, as per this Section 2.B.iii, by the time Amtrak will have made its decision it will have paid Contractor for the development of the
		Accordingly, no to Amtrak will be required by the Contractor under the conditions of this Section 2.B.iii.
	iv.	In the event Amtrak issues a Contract Amendment to purchase Trainsets Contractor will adjust the quantities and furnish the Supplies at the pricing set forth in Appendix 3: ICT Pricing Schedule with and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle attached hereto as Appendix 4.
3.	Submittals Amtrak wil work until calendar da Equipment Supplies sh for Supplie but not lim	Sime: As soon as practicable after Amtrak's receipt and approval of the set forth in Section 12 hereof as per Section 6.1 of the General Provisions, all issue a Notice to Proceed ("NTP"). Contractor is not authorized to perform any after receipt of the NTP. Contractor shall commence work within ten (10) mays from the date of the NTP and shall complete the work and deliver the and Supplies The Equipment and hall be delivered to Amtrak for acceptance in accordance with the Project Schedule is. Notwithstanding the foregoing, certain obligations in the Contract, including, ited to, the requirement to provide Warranty coverage for the equipment, shall ond this term.
4.		ation/ Delivery: In accordance with Article 8 of the General Provisions, Supplies shall be Philadelphia, PA - Amtrak's Penn Coach Yard. Inding the foregoing, Amtrak shall have the exclusive right to elect to
	th	Contractor shall notify Amtrak of the first unit of each configuration of Equipment and days of such notification Amtrak shall advise Contractor whether it intends to option to provide transportation for the Supplies. Should Amtrak the Supplies, it shall do so in accordance with its be executed by Amtrak and Contractor.
		t Amtrak elects Contractor as detailed in Appendix 1, Table 1C. For the avoidance of



	doubt,
5.	Compensation:
	a. As compensation for the furnishing of the Supplies and Equipment, Amtrak shall make milestone payments to Contractor pursuant to an approved payment schedule upon the successful completion of certain tasks (milestones) during the Contract. These milestones are set out in the Milestone Payment Schedule . The Contract Amount as of the date of execution of this Contract is set forth in the table below and further detailed in the ICT Pricing Schedule attached as Appendix 1:
E	
	For the purpose of clarity, the above-referenced quantities and pricing do not include the cost of any In the event Amtrak exercises its right to purchase one or more the quantity and price change shall be handled by a Contract Modification.
	Payment will be made in accordance with Milestone Schedule and Article 10 of the General Provisions.
	b. Amtrak intellectual property: Amtrak shall solely own (a) Amtrak's Confidential Information and know-how provided or disclosed by Amtrak, or to which Contractor has access, for Contractor's use under this Agreement, (b) Amtrak data, (c) software and firmware embedded in or used in connection with parts and other materials provided by Amtrak hereunder, (d) any other Amtrak trade secrets, proprietary information and know-how incorporated in the parts or otherwise provided or disclosed by Amtrak for Contractor's use under this Agreement and (e) any improvements of or updates to any of the foregoing provided by Amtrak to Contractor.

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c.		for further use of	1.1. 0	documents:			
	If wit	hin the time frame sho	own below, Contractor developed as part of the Wo	rk under the Contract in			
	conne	ection with the design	and/or manufacture of any other				
	Proce	ed of a contract under	r which Contractor will utilize th	of Notice to			
		Proceed of a contract under which Contractor will utilize the design documents. Such written notification shall include					
			funguested by Ametuals and su	hight to any confidentiality			
	obliga	ations of the contract,	f requested by Amtrak, and su Contractor shall provide	bject to any confidentiality			
	prom	ptly	Upon receipt of such written	notification, Amtrak may			
]	Equipment type	Respective time frames of	F			
		Car	years after issuance				
	•	Cui	y cars arter issuance				
	For th	ne avoidance of doubt					
	paym	ent of these fees. In a	addition, if Amtrak	Trainsets for			
		guration C pursuant t agraph 2.B.iii above,	o Paragraph 2.B.iii above and co	ompensates Siemens pursuant will be			
d.	Contr	actor shall submit inv	voices and supporting documenta	ation to:			
		Amtrak's Invoicing F	Portal via the Ariba Network				
		With a copy to:					
		National Railroad F	Passenger Corporation (Amtrak)				
		30th Street Station 2955 Market Street					
		Philadelphia, PA 1					



Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice.

- **6.** <u>Liquidated Damages</u>: This Contract provides for the payment of liquidated damages as set forth in Article 12 of the General Provisions.
- 7. **Key Personnel:** The following individuals are considered to be "Key Personnel" as that term is defined in Article 18 of the General Provisions:

Project Executive Project Manager Project Engineering Director Project Commercial Manager



- **8.** <u>Amtrak's Authorized Representatives</u>: For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Article 1 and 5 of the General Provisions, are:
 - Contracting Official:
 - Contracting Official's Technical Representative:
 - Project Director:

9. Miscellaneous

a.	Technical Assurances for (Locomotive): (see sections
	of Amtrak Specification No. 1102). For the time being, Amtrak has accepted the
	Amtrak has further concerns given the ineffectiveness of
	the Winterization Program and the current Field Modification Instructions ("FMIs")
	proposed by Contractor to be executed on other locomotives
	that are already in revenue service. As part of the
	Amtrak and
	Siemens are jointly
	If Amtrak reasonably determines that
	the solutions on the ALC-42 Contract
	Amtrak may
	and upgrades to rectify and enhance the
	including potential full redesign, and such modifications and upgrades shall be completed
	by Contractor at no additional cost to Amtrak.
b.	Design Review Process (Locomotive) (see section 3.9 of Amtrak Specification No.
	1102): Contractor is expected to conduct

to the Locomotives as compared to the standard



1102 for ALC-42D/ALC-42 for agreed-upon technical changes. Section 3.9, Design Review Process: review of FMI's issued prior to delivery of the Locomotives, and any other reviews reasonably requested by Amtrak. ii. iii. Section 3.9.3, iv. Section 3.9.5, If any such change results in the Contracting Official may make an equitable adjustment in accordance with Article 15 of Exhibit A-1. c. **Design Review Process (Trainset)** (see section 3.4 of Amtrak Specification No. 1108). The parties shall mutually agree on the details of the design review process based on the requirements of section 3.4 of Amtrak Specification No. 1108 and Contractors "Design Review Process" – document, which outlines a systems and components. Power Supply d. (see section 25.4.2 of Amtrak Specification No. 1102): Contractor's design includes a In the event that Contractor successfully develops a (See Appendix e. Special Tools (see section 20.2 of Amtrak Specification No. 1108): Contractor shall provide Special Tools as required for the Trainsets (exclusive of Special Tools specific to Locomotives). f. (see section of Amtrak Specification No. 1108): As per Contractor's Contractor has advised Amtrak that it will prototype a door solution with two distinct suppliers. If during design review or at any time thereafter, Amtrak reasonably determines that the a g. Field Modifications: Unless otherwise agreed to or directed by Amtrak, Contractor shall ensure that all Field Modifications implemented or proposed to be implemented under the shall be incorporated into the ICT Locomotive design. h. Front End Design: Cab Car and ICT ALC-42E Locomotives shall

Amtrak ALC-42 platform. See Appendix 2, Table 2A – Changes to Specification No.



i.	Assumptions		

- 10. <u>Training</u>: As set forth in the Specification, Contractor will develop a Training Plan and submit it for Amtrak's review and approval. The Plan as developed shall ensure that train the trainer training for each configuration of equipment ordered hereunder occurs prior to the date scheduled for issuance of a Certificate of Conditional of Acceptance for each configuration ordered hereunder. If Amtrak requests that third party training hours be exchanged for Contractor training hours, Contractor shall make reasonable efforts to accommodate this request.
- 11. <u>Pre-performance Conference</u>: Duly authorized representatives of Contractor, including, as a minimum, those individuals designated as Contractor's Key Personnel, must attend a mandatory Pre-Performance Conference ("Kick-Off Meeting") to be held at a date, time, and location to be determined.
- **12.** <u>Submittals</u>: Within ten (10) calendar days after issuance of the Notice of Award and prior to commencement of any work hereunder, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak),
 - a. Two executed **originals** of this Contract;
 - b. Required Certificate(s) of Insurance as specified in Article 59 of the General Provisions;

Unless otherwise agreed by Amtrak, Contractor's failure to furnish the Submittals within twenty (20) calendar days after issuance of the Notice of Award may result in Amtrak's cancellation of the Notice of Award and Contractor being

n the event Contractor is delayed in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the Work may be reduced to reflect such delay.

Amtrak shall include the

Contract Number. Notices shall be addressed as follows:

If to Amtrak: National Railroad Passenger Corporation (Amtrak)

30th Street Station

2955 Market Street, 5th Floor South

Philadelphia, PA 19104



Attention:
Telephone:
E-mail:

If to Contractor: Siemens Mobility, Inc.

7464 French Road Sacramento, CA 95828

AND

Either party may change the recipient or address for receiving notices upon written notice to the other party.

14. <u>Contract Documents</u>: The Contract Documents consist of this Supplies Contract and the following documents incorporated herein by reference:

EXHIBIT #	DOCUMENT DESCRIPTION		
	National Railroad Passenger Corporation General		
A-1	Provisions for Intercity Trainsets, Rev #7 118 pages, dated		
	June 15, 2021.		
Exhibit 1 to A-1	Intercity Trainset Project Management Rev. 1, 12 pages,		
Exhibit 1 to A-1	dated May 12, 2020.		
В	Supplementary General Provisions for Non-construction		
В	Contracts, 3 pages, dated October 30, 2020.		
B-1	Certification Regarding Lobbying, dated October 30, 2020.		
D-1	Siemens submittal, 1 page dated February 09, 2021.		
	Certification Regarding Debarment, Suspension,		
B-2	Ineligibility and Voluntary Exclusion, dated October 30,		
	2020. Siemens submittal, 7 pages, dated February 09,		
	2021.		
	Buy America Compliance Certification, 1 page, dated		
B-4	October 1, 2019. Siemens submittal dated February 10,		
	2021.		
B-5	RESERVED		
	Buy America Component Supplier Certification Form		
B-6	dated June 19, 2019.		
С	Representations and Certifications, dated October 14,		
	2010. Siemens submittal, 1 page, dated February 09, 2021.		
D	Amtrak Specification No.1108: Intercity Trainsets, Rev.		
	7.1, 516 pages, dated May 11, 2020.		



D-1	
Г 1	Amtrak Drawing A-63-7675-15: Trainline Standard: 27
E-1	Point MU System, 6 pages.
Г 2	Amtrak Drawing A-63-7676-1: Trainline Standard 27 PT
E-2	Communication System, 2 pages, dated July 18, 1996.
	Amtrak Drawing B-144: Standard Amtrak Coach Key (J.L.
E-3	Howard Part No. 2555), 1 page, dated March 4, 1974, Rev.
	В.
E 4	Amtrak Drawing C-01-1498: 27-Pin Communication
E-4	Jumper Cable, 2 pages, dated March 24, 1995 Rev D.
F 6	Amtrak Drawing C-63-7422: 27-Pin MU Jumper Cable, 2
E-5	pages, dated September 9, 1998, Rev C.
D. C	Amtrak Drawing C-63-7437: 27-Pin MU Receptacles, 1
E-6	page, dated September 9, 1998, Rev B.
	Amtrak Drawing C-96-7591: Standard Trash Container
E-7	(Amtrak Part No. 24-045-18737), 1 page, October 3, 1996,
	Rev B.
П.О.	Amtrak Drawing D-00-1359: Speed Sensor and Cable
E-8	Assembly, 1 page, March 22, 2011, Rev. M.
П.О.	Amtrak Drawing D-00-7075: Temperature Sensor Probe
E-9	and Connectors, 1 page, November 30, 2004, Rev. H.
F 10	Amtrak Drawing D-05-1355: Amtrak Clearance Diagram,
E-10	3 pages, January 31, 2005, Rev. E.
P 44	Amtrak Drawing D-08-2269: Axle Single Level Program, 2
E-11	pages, April 22, 2016, Rev F.
E 10	Amtrak Drawing D-12-7191: 480 VAC Jumpers and
E-12	Housing, 13 pages, September 08, 2009, Rev K.
T 40	Amtrak Drawing D-63-7439: 27-Pin Communication
E-13	Receptacle, 1 page, September 9, 1998, Rev B.
T 44	Amtrak Drawing D-63-7440: 27-Pin Communication
E-14	Dummy Receptacle, 1 page, September 9, 1998, Rev D.
D 15	Amtrak Drawing D-65-7449: Rev C: Power Transformers,
E-15	1 page, July 25, 2012, Rev D.
P 16	Amtrak Drawing D 030-00149: Cab/Baggage Car F-end
E-16	Pilot Assembly, 8 pages, March 22, 2011, Rev
D 45	Amtrak Drawing E-140-2959: Emergency Equipment
E-17	Cabinet Arrangement, 1 page.
F 10	Amtrak Drawing S-603: Braking Distance Calculations,
E-18	12 pages, February 1, 2012.
	Amtrak Specification 323: <i>High Performance Wire and</i>
E-19	Cable for Use on Passenger Vehicles, 12 pages, May 15,
	2003, Rev C.
F 20	Amtrak Specification 315: Public Address/Intercom
E-20	System, 30 pages, December 16, 1991, Rev B.
L	1 V 1 U 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1



E-21	Amtrak Specification 80-276: Specification for Composition Brake Shoes and Disc Brake Pads, 18 pages, October 2006, Rev 00.	
E-22	Amtrak Specification 352: Flammability, Smoke Emissions and Toxicity for use on Railway Passenger Cars and Locomotive Cabs, 9 pages, January 27, 2010, Rev E.	
E-23	Amtrak Specification 353: <i>Vendor Maintenance Manuals</i> , 26 pages, April 24, 2003, Rev A.	
E-24	Amtrak Specification 354: Builder Operating & Maintenance Manual Family, 53 pages, April 16, 2003, Rev A.	
E-25	Amtrak Specification 429: Specification for Describing Environmental and Operating Conditions, 9 pages, June 20, 2000, Rev B.	
E-26	Amtrak Specification 498: 480, 240, 208, 120 VAC and 72VDC Switchboard Panels, 15 pages, June 30, 1989, Rev A.	
E-27	Amtrak Specification 528: 480, 240, 208, and 120 VAC 72VDC Relay and Contactor Panel, 22 pages, November 17, 1989.	
E-28	Amtrak Specification 563: Specification for Material and Workmanship for Replacement Truck Springs, 11 pages, May 24, 2018, Rev 7.	
E-29	Amtrak Specification 685: <i>Disposable Air Filter</i> , 7 pages, May 16, 2003.	
E-30	Amtrak Specification 696: Valve and Exterior Equipment Identification Tags & Labels and Operating Instructions 11 pages, May 29, 2003, Rev A.	
E-31	Amtrak Specification 697: <i>National On-Board Signage Manual</i> , 3 pages, August 6. 2001, Rev A.	
E-32	Amtrak Specification 700: <i>Schematic, Wiring and Piping Diagram Drawings</i> , 14 pages, April 23, 2003, Rev 0.	
E-33	Amtrak Specification 759: Replacement of Copper Waste Piping with Non-Metallic Pipe, 13 pages, June 8, 2005, Rev 0.	
E-34	Amtrak Specification 771: Specification for General Requirements for Wheels, 10 pages, September 20, 2007, Rev 1.	
E-35	Amtrak Specification 794: Specification for Low Location Exit Path Marking Systems for use on Amtrak Passenger Cars, 91 pages, May 1, 2006, Rev 1.	
E-36	Amtrak Specification 907: Specification for Passenger Car Wheelsets, 56 pages, October 10, 2008, Rev 0.	
E-37	Amtrak Specification 963: Operational and Environmental Conditions for PRIIA Rail Rolling Stock, 21 pages, September 30, 2010, Rev 0.	



	1 1 2 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
E-38	Amtrak Specification 967: Manufacture and Acceptance of Passenger Seating for Intercity Rail Cars, 13 pages, September 30, 2010, Rev 0	
E-39	Amtrak Specification 973: Specification for Passenger Car Disc Brake Pad Qualification Test, 64 pages, August 26, 2011, Rev 1.	
E-40	Amtrak Specification 1004: Thermally Actuated Automatic Drain Valve for Freeze Protection on Passenger Cars, 12 pages, November 16, 2012, Rev 0.	
E-41	Amtrak Specification 742-1: <i>Interior Paints and Coatings</i> , 9 pages, February 20, 2008, Rev. 1.	
E-42	Amtrak Drawing 73195-001.04, No. 8 Welded SGM Turnout, 1 page, June 8, 2016, Rev. 4.	
E-43	Amtrak Specification No. 328, <i>Vehicle Materials and Workmanship</i> , 72 pages, Rev #1, dated March 24, 2008.	
E-44	Amtrak Standard AMT-3, Air Brake and Train Handling Rules and Instructions, 140 pages, dated July 31, 2019.	
E-45	Amtrak Drawing 70050.001.08, Standard Track Plan Minimum Roadway Clearances, 2 pages, dated May 11, 2016.	
E-46	Amtrak Specification No. 332 Rail Passenger Diaphragm and Face Plate, 13 pages, Rev #4 dated July 21, 2014.	
E-47	Amtrak Specification No. 223 480VAC Head End Power Jumper and Receptacle Hardware for Passenger Cars and Standby Equipment, 37 pages, Rev. P, dated March 25, 2020.	
E-48	Amtrak Specification No. 665 Seat Cushion Assemblies, 17 pages, Rev. E, May 5, 2020.	
E-49	Amtrak Specification No. 1118 Shunt Enhancement Device, 21 pages, Rev. 0, April 29, 2020.	
E-50	Amtrak Intercity Trainset Technical Specification Clarification and Detail Information Technology, 17 pages, Rev # v1.6b, May 4, 2021.	
F	Route Profiles and Performance, 8 pages, Rev. #4, dated May 1, 2020.	
Н	Delivery Schedule for Bundle dated January 8, 2021, Rev. 4. Siemens submittal, 2 pages, dated June 3, 2021.	
I-1	Proposal Form for Supplies and Services dated January 25, 2021. Siemens submittal, 2 pages, dated February 9, 2021.	
I-6 Price Breakdown dated January 8, 2021. Siemens submittal, 1 page, dated February 11, 2021.		
I-7 RESERVED		
I-9A	Escalation for Options Rev #3, 4 pages, dated June 8, 2021.	
I-12	Credit for Tests, January 8, 2021. Siemens submittal, 4 pages, dated February 11, 2021.	



K	Contractor Background Check Policy P/I 7.39.2, 8 pages, September 9, 2015.		
L	Travel Expense Documents, 5 pages, dated August 1, 2015.		
P	Evidence of Financial Capability Statement, 3 pages, dated February 7, 2019. Siemens submittal, 33 pages, dated February 10, 2021.		
Q-1	Milestone Schedule for Supplies, 3 pages, Rev. 3 dated June 4, 2021.		
Q-3	Milestone Schedule for Options, 1 page, Rev 1, dated June 9, 2021.		
S	Final Specification No. 1108 Compliance Matrix, 19 pages, Rev. #4 dated May 12, 2020. Siemens submittals Intercity Trainset Final Specification 1108 Compliance Matrix, 18 pages, dated July 9, 2020 and Compliance Matrix to Final Specification No. 1108 with Chapter 24.12 (3rd Rail), 4 pages, dated Dec 16, 2020.		
T	Intercity Trainset Design Vision, 15 pages.		
U	Representative List of Trainset Components for Purposes of Amtrak 49 USC 24305(f) and FRA Buy America 49 USC 22905(a), Rev #1 9 pages dated June 9, 2020.		
V	Buy America(n) Requirements, Rev. #3, 7 pages May 27, 2020		
X	Performance Exhibit, 1 page, dated October 1, 2019, Rev. 2. Siemens submittal dated July 11, 2019, July 8, 2020 and June 8, 2021.		
Y			
Z	Amtrak Specification No. 1102: Long Distance Diesel- Electric Passenger Locomotives		
AA			







IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

SIEMENS MOBILITY, INC.



NATIONAL RAILROAD PASSENGER CORPORATION





APPENDIX 1: ICT PRICING SCHEDULE

APPENDIX 2: ICT LOCOMOTIVE REQUIREMENTS

APPENDIX 3:

APPENDIX 4: CONTRACTOR'S EXHIBIT H SUBMISSION FOR BUNDLE



APPENDIX 1: ICT PRICING SCHEDULE

Supplies, quantities and pricing shall be as set forth below. In this Appendix 1, the line-item pricing per Trainset (TS) is exclusive of the respective Locomotive which is priced as a separate line item

Table 1A – Equipment Pricing

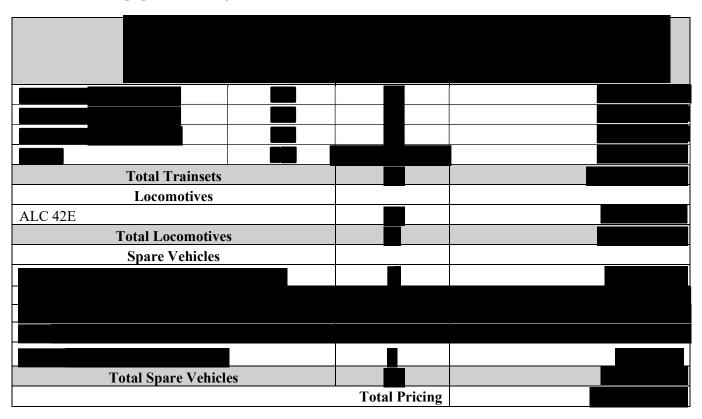


Table 1B – S







The Delivered pricing set forth in Table 1C assumes delivery for Any request by Amtrak for Contractor result in a price impact and potential change to the credit to Amtrak if not transported by Contractor.

<u>Table 1D – Alternate Equipment Options – Part 1</u>





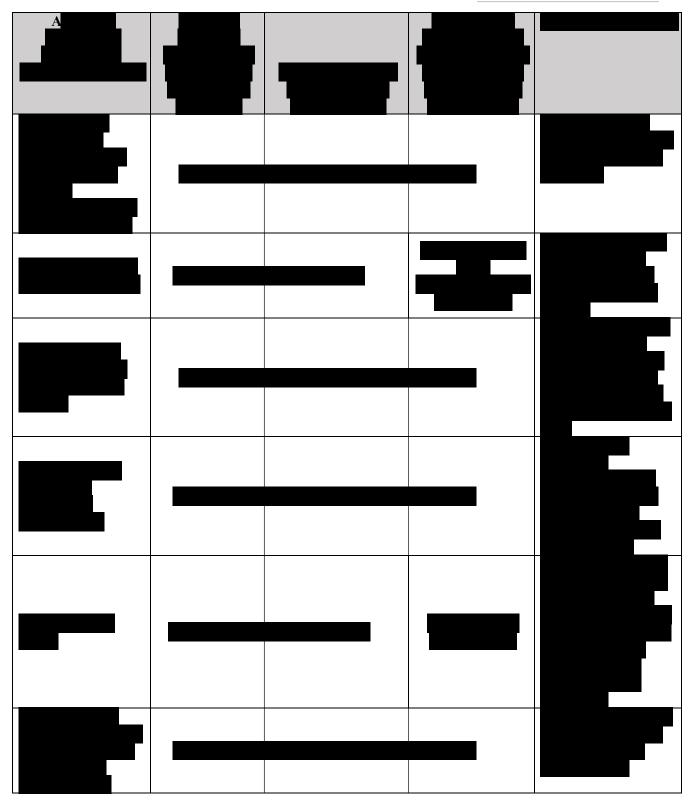








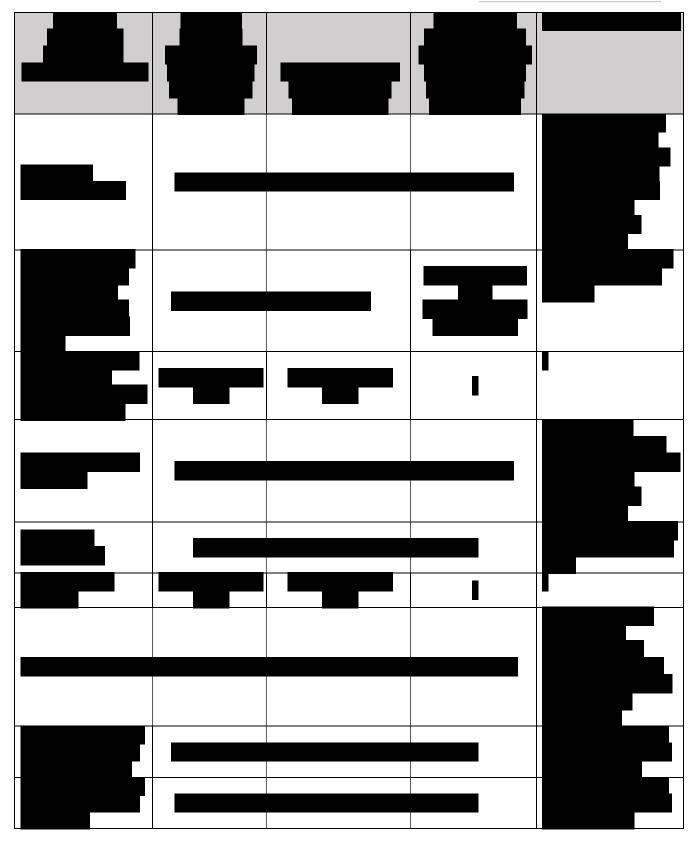












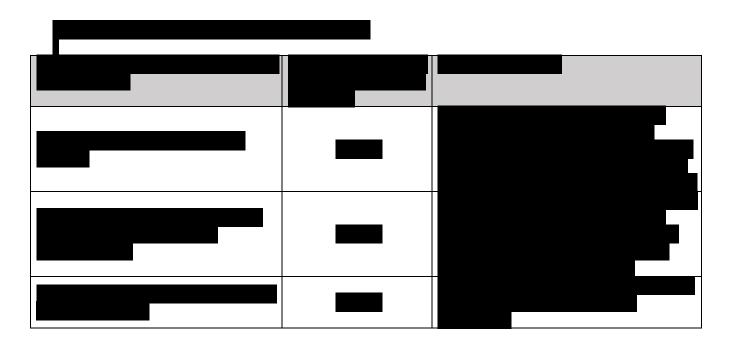




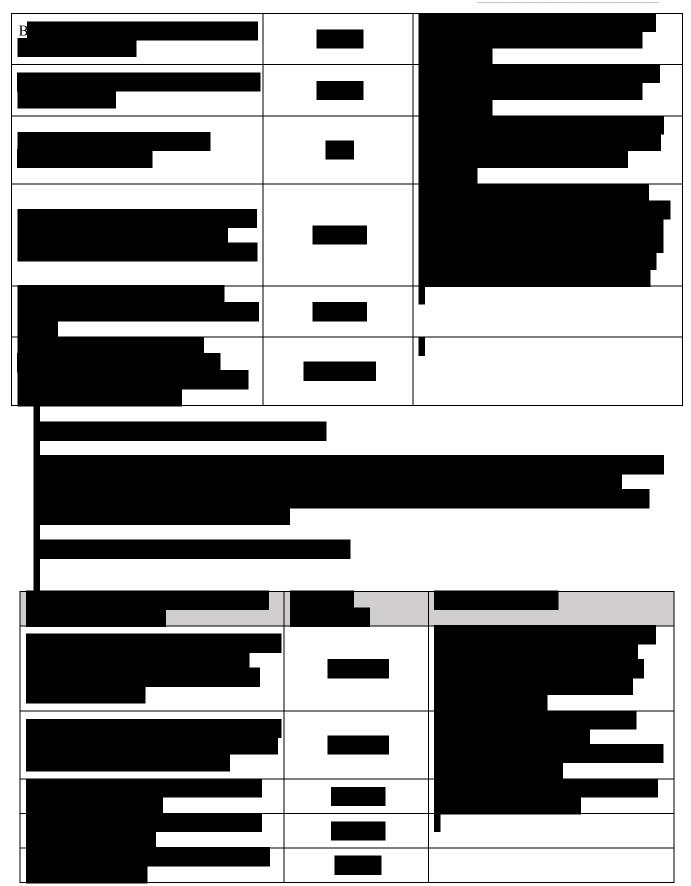
*Any Alternate Equipment Options included in Table 1D, with the exception to Additional Vending Machine (14.2.1) and Virtual Reality Training Supplement (22.9) that are exercised by Amtrak, shall be installed during production of the Equipment.



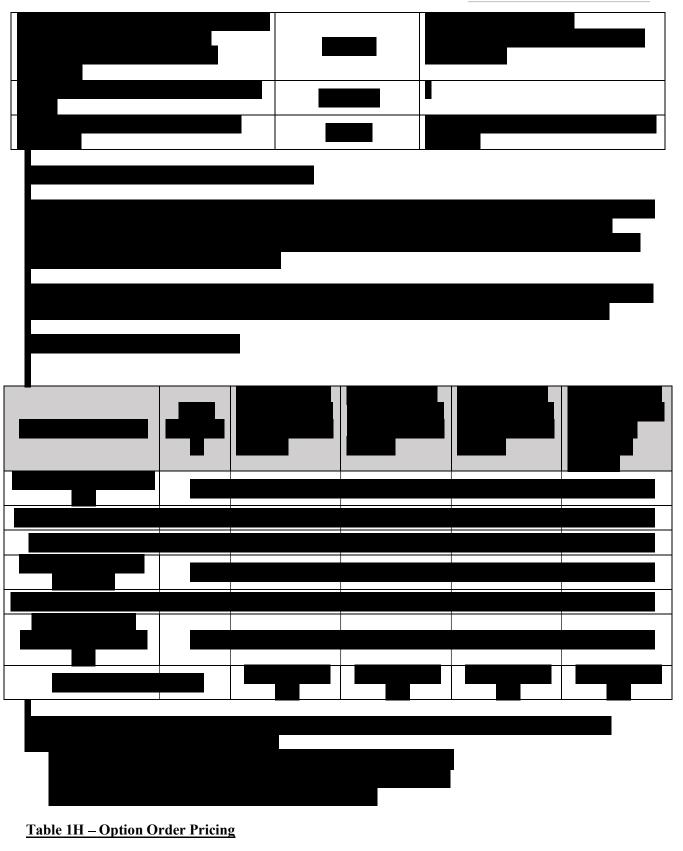
^Price for optional equipment for one spare car.



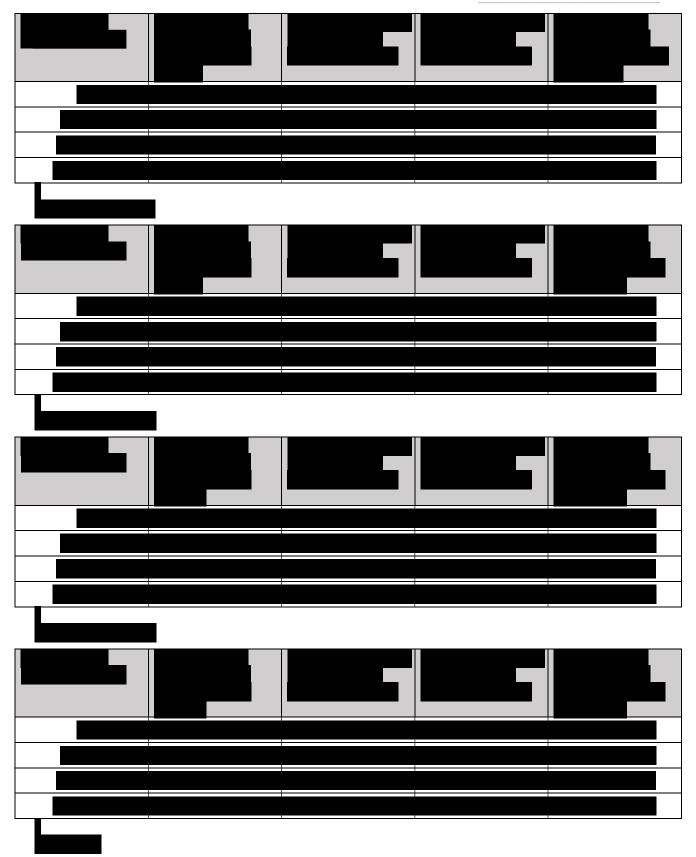




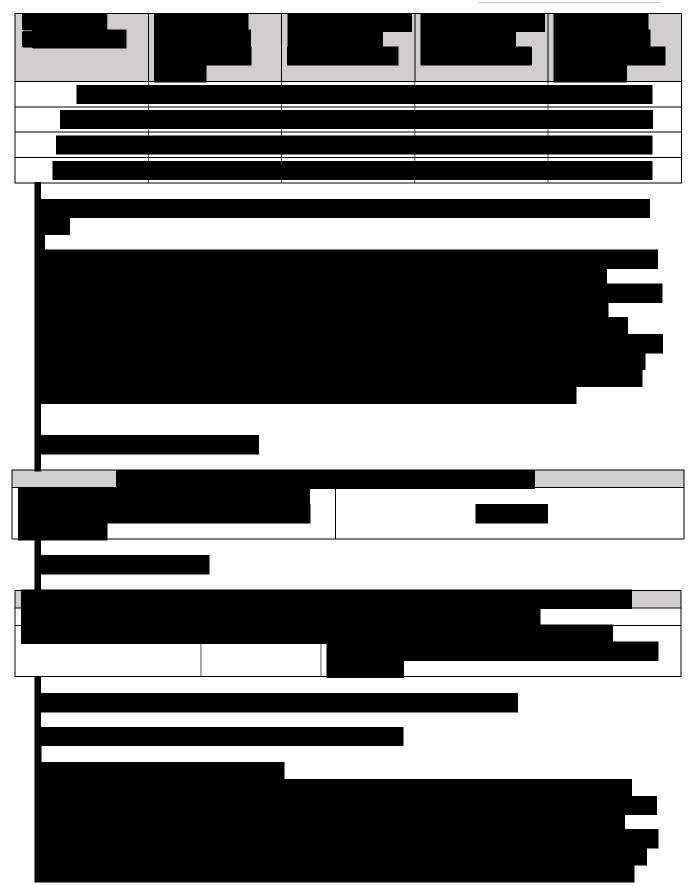












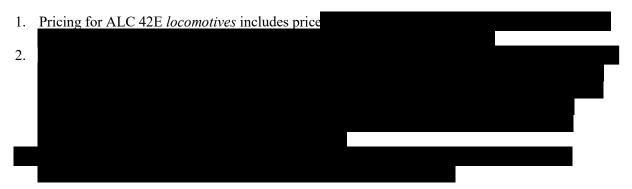
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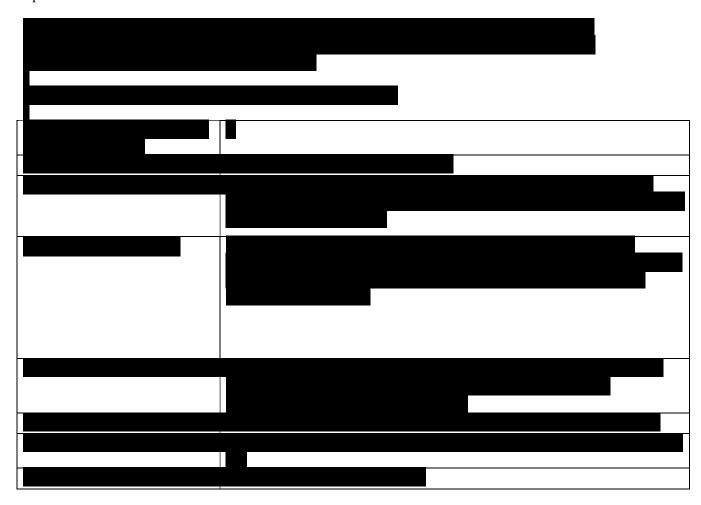
APPENDIX 2: ICT LOCOMOTIVE REQUIREMENTS



Portions of Specification No. 1102 that are superseded for Trainset Locomotives

Except where noted below, diesel locomotives and diesel locomotives with alternative power shall comply with Amtrak Specification No. 1102, Rev 4, including S

Where Specification No. 1102 may list information in multiple places (such as fuel capacity) only the main section is noted below for reference. The listed changes apply to the entire Specification.





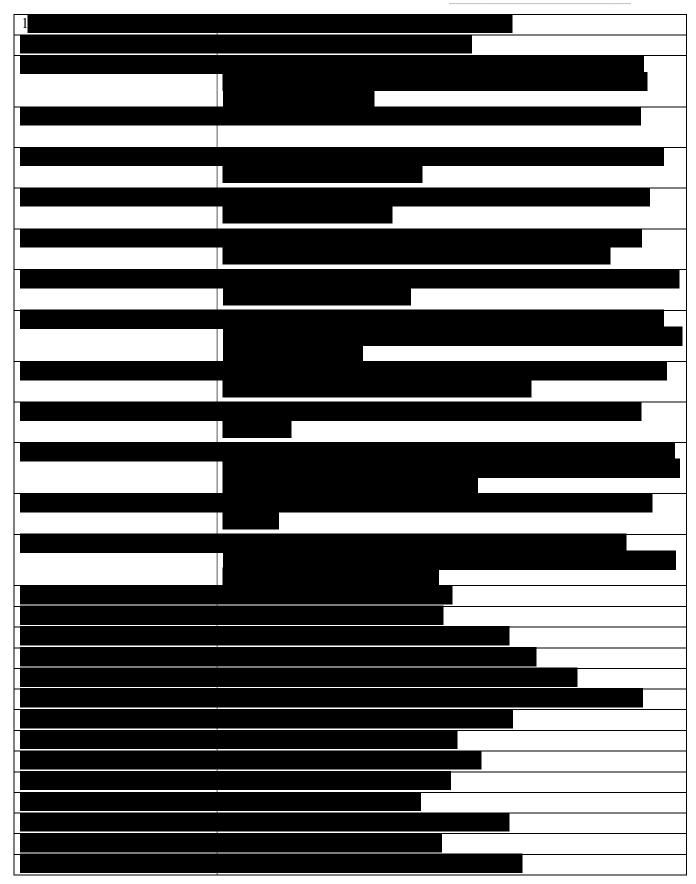






Table 2B - Changes to Specification No. 1102 f

Changes to Specification No. 1102 for ALC-42 3 rd Rail			
Specification No. 1102 Section	Revised Requirement for ALC-42 3rd Rail		
Misc.	All changes noted above for ALC-42E		
1.4.3	Weight limited to 280,000 pounds		
1.5.7	92-day maintenance interval per SC-44, not 184-day per ALC-42		
1.5.7	Fuel filtration per SC-44, not ALC-42		
4	Addition of service hatch to both sides of engine compartment (per MARC locomotives)		
4.6	Change of roof hatch material (TBD)		
9	DEF heating in 3rd-rail mode as needed for environmental conditions		
9.2	Performance kN versus speed chart per Proposal		
9.3	Alternator start instead of air start, with minimum of 3 start attempts before external recharge required		
10.2	HEP capacity reduced to 600 kW continuous. Up to 800 kW capacity to be supplied when monitored ambient and component temperatures allow.		
15.3	Reduction of rear sand volume (TBD)		
17	Reduced fuel and DEF (Volume TBD)		
19	Perform Qualification Testing: EMI/EMC per Specification No. 1108 Section 19.5.9.3		
19	Perform Qualification Testing: Battery per Specification No. 1108 Section 19.5.10.3 (due to alternator start)		
19	Perform Qualification Testing: Diagnostics per Specification No. 1108 Section 19.5.14		
19	Perform Qualification Testing: Propulsion per Specification No. 1108 Section 19.5.15		



1		



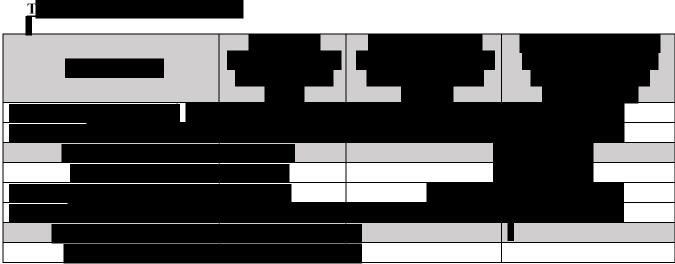
APPENDIX 3: ICT PRICING SCHEDULE

In the event that Amtrak d

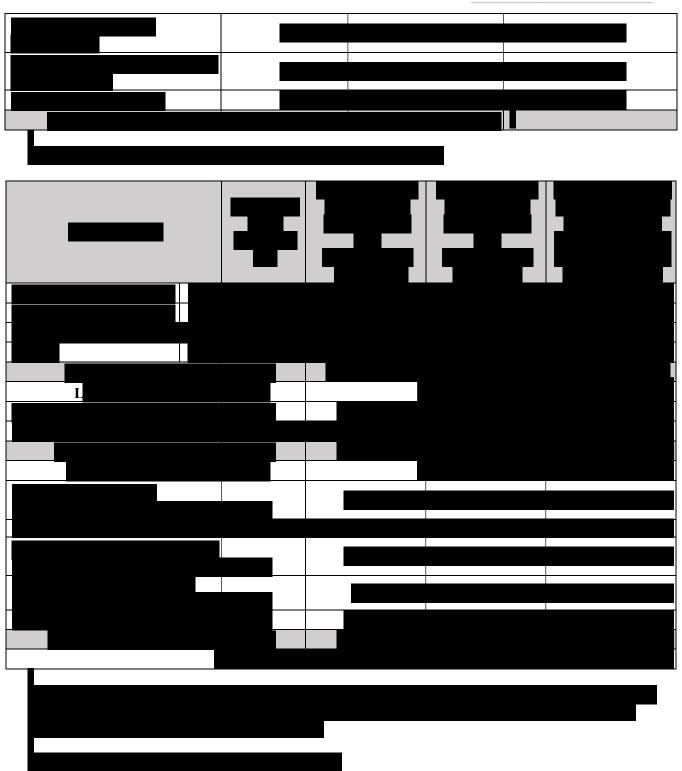
as set forth below. In this Appendix 3, the line-item pricing per Trainset (TS) is exclusive of the respective Locomotive which is priced as a separate line item.

Table 3A - Equipment Pricing





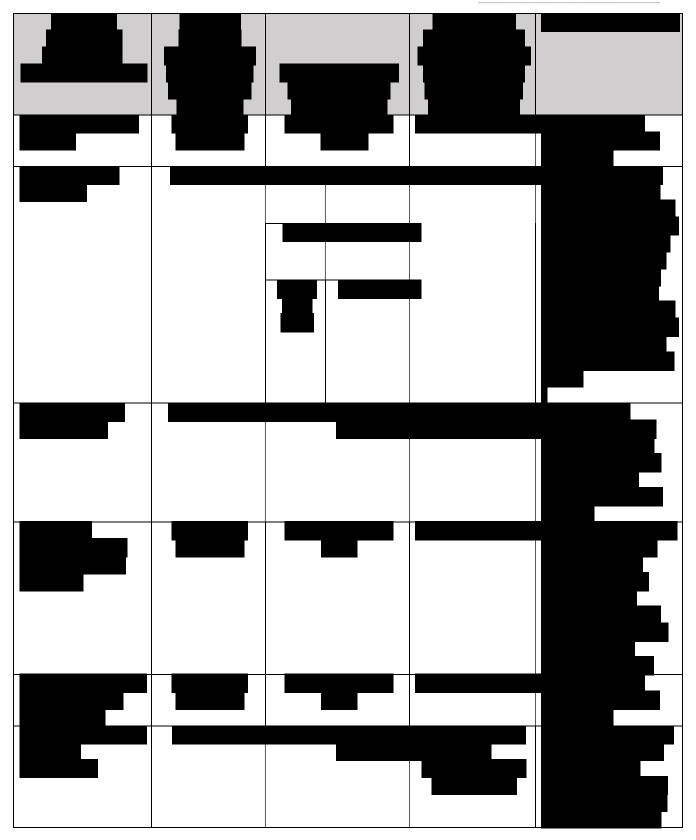








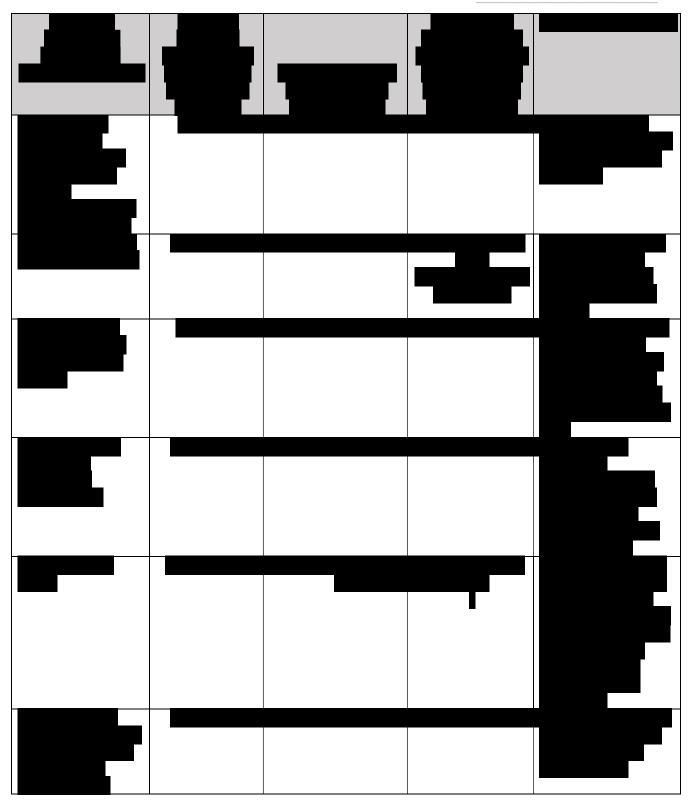




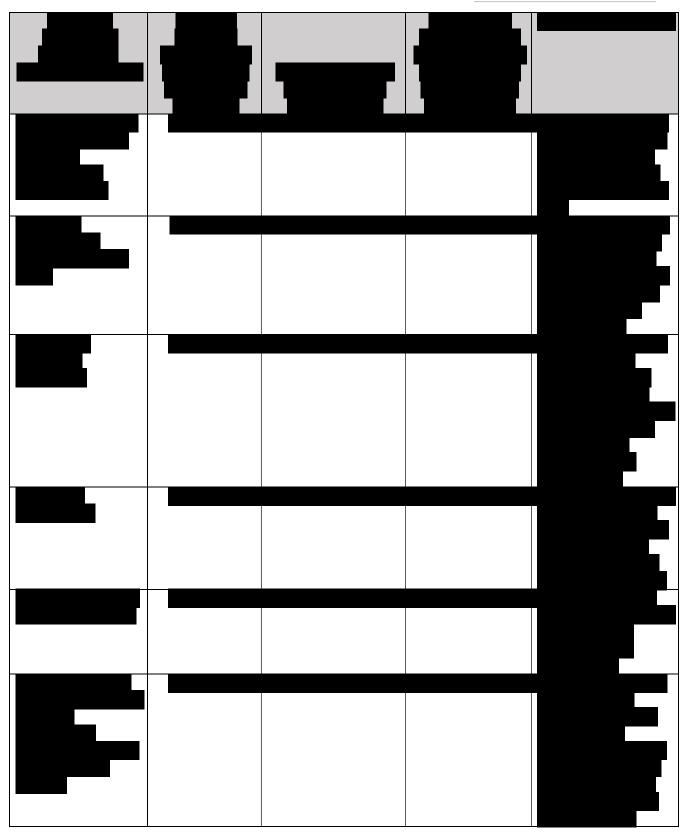




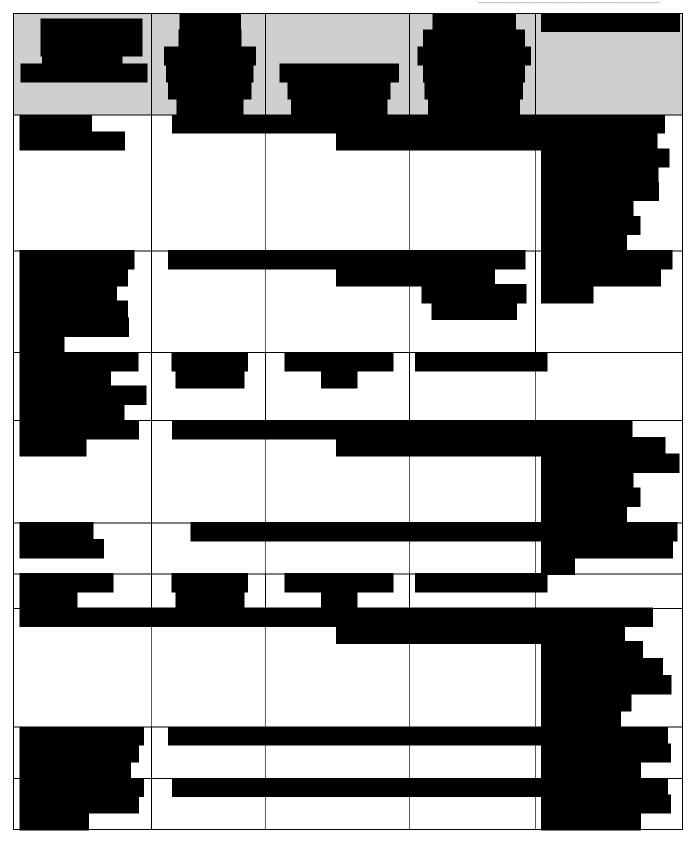




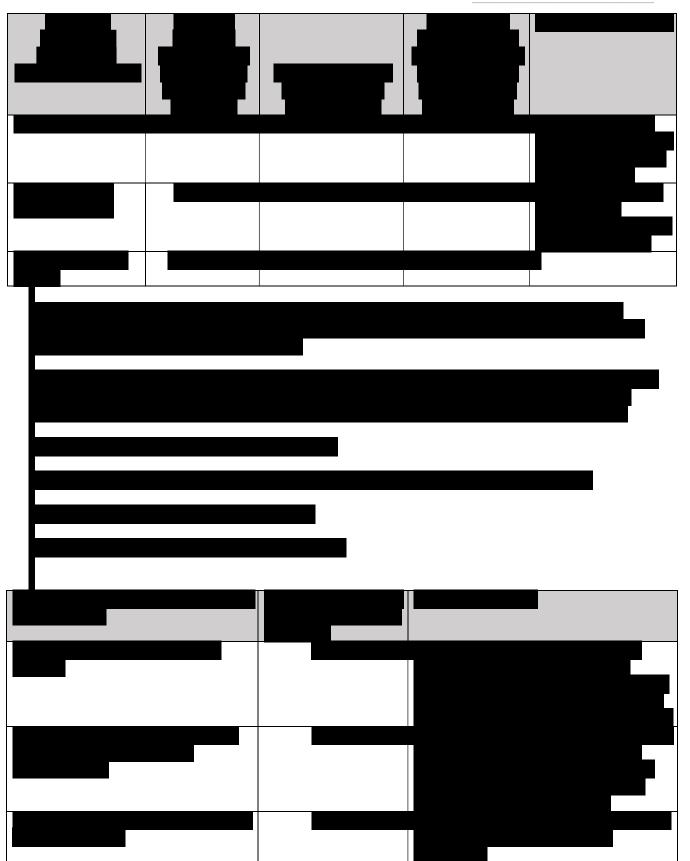
















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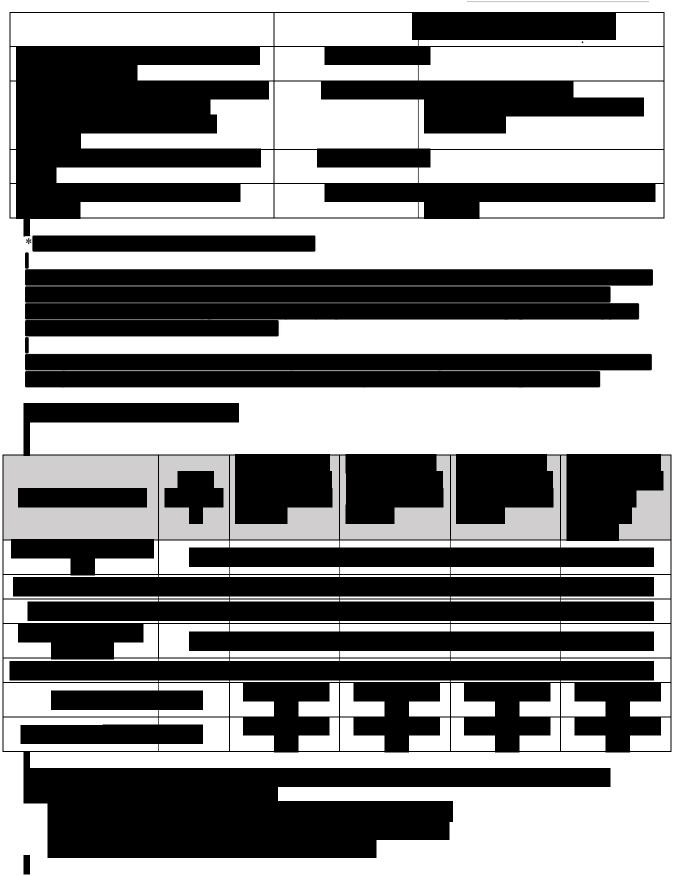




Table 3H - Option Order Pricing

