



REQUEST FOR PROPOSAL ("RFP") – EXHIBIT U-2
SINGLE LEVEL FLEET REPLACEMENT PROGRAM - EQUIPMENT
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
1 Massachusetts Ave NW, Washington DC 20001

EXHIBIT U-2 Sample Equipment Signature Document

CONTRACT NO. _____

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SINGLE LEVEL FLEET EQUIPMENT CONTRACT

THIS CONTRACT is entered into as of the _____ day of _____, _____ by and between _____, a _____ organized under the laws of the State of _____, with its principal office located at _____ ("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.E., Washington, DC 20001 ("Amtrak").

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

1. Equipment:

- a. Base Order:** Contractor shall furnish the following Equipment meeting the requirements of 49 U.S.C. 24305(f)) as detailed in Single Level Fleet Replacement Pricing Schedule.
- b. Options:** Amtrak shall have the right in its sole discretion to purchase the additional quantities set forth in the Long-Distance Fleet Replacement Pricing Schedule. In the event Amtrak issues a Contract Modification to exercise one or more of the Options listed in the Pricing Schedule, Contractor will furnish additional Equipment. The following rules apply to options:
 - i. The option Equipment Price is set forth in Exhibit I-2 and shall be calculated in accordance with the Pricing Schedule.
 - ii. Unless otherwise agreed between the parties, options shall be delivered after completion of the Base Order. Amtrak shall be permitted to exercise options at the Option Order price, so long as production of any Equipment is ongoing. Contractor shall notify Amtrak in writing twelve (12) months prior to the last date to exercise options.

All Equipment and Supplies and Options will be designed, fabricated, tested and delivered in accordance with the Contract Documents referenced in Section 14 hereof.

- 2. Period of Performance:** Amtrak will issue a Notice to Proceed ("NTP") upon Amtrak's receipt of the Submittals set forth in Section 10 hereof. Contractor will not perform any work until after receipt of the NTP. Contractor shall commence work within ten (10) calendar days from the date of the NTP and shall complete the work and deliver the Equipment within _____ () calendar days from the date of the NTP. The Equipment and Supplies shall be delivered to Amtrak for acceptance in accordance with the Project Schedule. Notwithstanding the foregoing, certain obligations in the Contract, including, but not limited to, the requirement to provide Warranty coverage for the equipment, shall extend beyond this term.



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3. **Transportation/Delivery:** In accordance with the General Provisions, Contractor is responsible for the transportation and delivery of the Equipment and all Equipment shall be delivered to various Amtrak locations (TBD). If Amtrak elects to transport the Equipment on Contractor’s behalf, it will do so in accordance with then current Movement Agreement.

For this option, Contractor shall issue a credit to Amtrak for the cost of delivery.

4. **Compensation:**

- a. **Equipment:** As compensation for the furnishing of the Equipment, Amtrak shall make milestone payments to Contractor pursuant to an approved Milestone Payment schedule upon the successful completion of certain tasks (milestones) and Amtrak’s acceptance thereof. These milestones are set out in the Milestone Payment Schedule set forth in Exhibit Q-1. The Contract Amount as of the date of execution of this Contract is set forth in the table below and further detailed in the Single Level Pricing Schedule -Exhibit I-2. .

Equipment	Quantity	Total Price (inc delivery)

For the purpose of clarity, the above-referenced quantities and pricing do not include the cost of any Option orders. In the event Amtrak exercises its right to purchase one or options, the quantity and price change shall be handled by a Contract Modification.

Payment will be made in accordance with Exhibit Q-1, Milestone Schedule, and Article 10 of the General Provisions.

- b. **Invoice submittals:** Contractor shall submit invoices and supporting documentation to:

Amtrak’s Invoicing Portal via the Ariba Network

With a formal copy to:

National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street
Philadelphia, PA 19104
Attention: **Gina Pitcherella**
Telephone: 215-713-8598
Email: gina.pitcherella@amtrak.com

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



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5. **Liquidated Damages:** This Contract provides for the payment of liquidated damages as set forth in the General Provisions.

6. **Key Personnel:** The following individuals are considered to be “Key Personnel” as that term is defined in the General Provisions:

7. **Amtrak’s Authorized Representatives:** For this Contract, the Contracting Official and, if applicable, the Contracting Official’s Technical Representative, as those terms are defined in the General Provisions, are:

Contracting Official: Ms. Gina Pitcherella

Contracting Official Technical Representative: Mr. Michael Kraft

8. **Training:** Contractor will provide operator and mechanical training in the use and maintenance of the Supplies, as set forth in the Contract Documents.

9. **Pre-performance Conference:** A duly authorized representative of Contractor must attend a mandatory pre-performance conference to be held at the following date, time and location:

10. **Submittals:** Within ten 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 should be emailed to the CO as outlined above.

- a. Two executed **originals** of this Contract;
- b. Required Certificate(s) of Insurance as specified in the General Provisions.
- c. The Project/Delivery Schedule; and
- d. Payment and Performance Bonds or Letter of Credit, if required under the General Provisions.

Contractor’s failure to furnish the Submittals within the time specified herein may result in Amtrak’s cancellation of the Notice of Award and Contractor being liable to Amtrak for any costs of reprocurring the Equipment which exceed the amount of this Contract. In the event Contractor delays in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the work specified herein may be reduced to reflect such delay.

11. **Notices:** Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by e-mail, provided the original is sent by any manner above described. All notices to 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



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Philadelphia, PA 19104
Attention: Ms. Gina Pitcherella
Telephone: 215-713-8598
E-mail: gina.pitcherella@amtrak.com

If to Contractor:

Attention: _____
Telephone: _____
E-mail: _____

12. Contract Documents: The Contract Documents consist of this Equipment Contract and the following documents incorporated herein by reference:

EXHIBIT #	DOCUMENT DESCRIPTION
A-1	National Railroad Passenger Corporation (Amtrak) Long-Distance Fleet Replacement Equipment Contract General Provisions.
B	Supplementary General Provisions to include: Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
C	Representations and Certifications
D	Amtrak Technical Specification No. 1132
D1	Master CDRL List
E1-E45	Amtrak Drawings and Specs
G	Amtrak Single Level Fleet Replacement Technical Support, Spares, and Supply Agreement (“TSSSA”) Statement of Work.
G-1	Table 1 to Amtrak Single Level Fleet Replacement Technical Support, Spares, and Supply Agreement (“TSSSA”) Statement of Work.
I-1	Proposal Form for Single Level Fleet Replacement - Equipment
I-2	Pricing Schedule for Single Level Fleet Replacement - Equipment
K	Contractor Background Check Policy P/I 7.39.2, Rev3, 5 pages, dated November 4, 2020.
M-2	Buy America Domestic Preference Certifications
M-3	Buy America Component Certifications
N	Parent Guaranty
Q-1	Milestone Payment Schedule - Equipment
S	Amtrak Billing Guidelines



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U-1	Sample Acceptance Certificates
U-8/U-9	Payment Bond/Letter of Credit
V	Delivery and Acceptance Schedule
W-1	Technical Compliance Matrix
X-1	Change Request Process

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

[Insert name of Contractor] _____

By: _____

Title: _____

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____