



REQUEST FOR PROPOSAL (“RFP”) – EXHIBIT U-3
SINGLE LEVEL FLEET REPLACEMENT PROGRAM – TECHNICAL SUPPORT,
SPARES AND SUPPLY AGREEMENT
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
1 Massachusetts Ave NW, Washington DC 20001

CONTRACT NO. _____

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SERVICES 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 60 Massachusetts Avenue, N.E., Washington, DC 20002 (“Amtrak”).

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

1. Services: Contractor will provide the services and, if applicable, the deliverables set forth on the attached Statement of Work and elsewhere herein (“Services”). Services will be performed in strict compliance with the Contract Documents referenced in Section 9 hereof.

2. Period of Performance: Amtrak will issue a Notice to Proceed (“NTP”) upon Amtrak’s receipt of the Submittals set forth in Section 7 hereof. Contractor will not perform any Services until after receipt of the NTP. Contractor shall commence performance of the Services within ten (10) days after receipt of the NTP and shall complete the Services within twenty years (20) years after receipt of the NTP.

3. Compensation:

A. As compensation for the Services, Amtrak shall pay Contractor in accordance with Exhibit J-2 TSSSA Pricing Schedule attached hereto, the monthly fee of _____ (\$) with a Not to Exceed amount of _____ dollars (\$). Payment will be made in accordance with an Amtrak-approved payment schedule, upon satisfactory completion of the designated part of the Services and Amtrak’s acceptance thereof.

B. Contractor shall submit invoices and supporting documentation electronically to:

National Railroad Passenger Corporation (Amtrak)
1 Massachusetts Ave NW
Washington, DC 20001
Attention: Azita Kaovasia
Email: Azita.kaovasia@amtrak.com

With copy to:

Gina Pitcherella; 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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4. **Key Personnel:** The following individuals are considered to be “Key Personnel” as that term is defined in Section XX of the General Provisions:

5. **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 Sections 1 of the General Provisions are:

Contracting Official: Donna Hennessy

Contracting Official’s Technical Representative: Michael Kraft

Project Director: Azita Kaovasia

6. **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:

_____.

7. **Submittals:** Within ten calendar days after issuance of the Notice of Award and prior to commencement of any Services, Contractor shall return to Amtrak (and, if necessary, execute) the following documents (“Submittals”). Submittals may be forwarded to the National Railroad Passenger Corporation (Amtrak), 30th Street Station, 2955 Market Street, 5th Floor South, Mailbox #12, Philadelphia, PA 19104, Attention: Gina Pitcherella or delivered via email to gina.pitcherella@amtrak.com.

- A. Two executed **originals** of this Contract;
- B. Required Certificate(s) of Insurance as specified in Section XX of the General Provisions; and
- C. 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 Services 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 Services specified herein may be reduced to reflect such delay.

8. **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)
1801 Market Street, 14th floor
Philadelphia, PA 19103
Attention: Gina Pitcherella

E-mail: gina.pitcherella@amtrak.com



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If to Contractor:

Attention: _____
Telephone: _____
E-mail: _____

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

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

EXHIBIT #	DOCUMENT DESCRIPTION
A-2	National Railroad Passenger Corporation (Amtrak) Long-Distance Fleet Replacement Technical Support, Spares, and Supply Agreement General Provisions
B	Supplementary General Provisions to include Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
C	Representations and Certifications
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.
J-1	Proposal Form for TSSSA
J-2	Pricing Schedule for TSSSA
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 Corporate Guaranty
S	Amtrak Billing Guidelines
W-2	TSSSA Compliance Matrix
X-2	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.



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[Insert name of Contractor] _____

By: _____

Title: _____

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____