



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

**EXHIBIT X-2
SINGLE LEVEL FLEET REPLACEMENT
TECHNICAL SUPPORT SPARE AND SUPPLY AGREEMENT
CHANGE REQUEST PROCESS**

1. PURPOSE

This Process outlines the procedures which will be adopted in the issuance and administration of Contract Modifications.

2. SCOPE AND IMPLEMENTATION

Except as otherwise provided in the General Provisions to the Contract, (e.g., Change Orders that may be issued unilaterally by the Contracting Official ("CO")) changes to the Contract shall be made in accordance with this Exhibit.

3. CHANGE REQUESTS

There are two types of change requests: Specification Change Requests ("SCR") and Proposed Change Requests ("PCR").

3.1. SCRs

- 3.1.1 An SCR is a request by either party to make changes to the Technical Specification that do not impact the Delivery and Acceptance Schedule and/or the Project Schedule, price of the Work or other commercial terms. Change requests meeting this description shall be documented on a form provided by Amtrak titled "**Specification Change Request**". The information to be provided on this form will include, among other things, the due date and the technical justification for the change. Any documentation to support the SCR shall be attached to the form.
- 3.1.2 Each SCR will be assigned a sequential number and will be documented through a designated document sharing system.
- 3.1.3 All SCRs must be approved by Amtrak's Contracting Official Technical Representative ("COTR"), or his/her designee and a copy must be provided to the CO. Upon receipt of a signed and approved SCR from Amtrak's COTR or his/her designee, Contractor shall make the change or carry out the work in accordance with the SCR.
- 3.1.4 As soon as practicable, the CO shall issue a Contract Modification that captures all approved SCRs that have been or will be implemented.
- 3.1.5 As set forth above, SCRs can never result in a change to the price, to the Delivery and Acceptance and Acceptance Schedule and/or the Project Schedule or to other commercial terms. If after review, an SCR is subsequently determined to have such



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an impact, the SCR will be withdrawn or cancelled and, if appropriate, a PCR will be issued in its place.

3.2. PCRs

- 3.2.1 A PCR is a request by a party to make changes which may affect price (increase or decrease), the Delivery and Acceptance Schedule and/or the Project Schedule or other commercial terms. This request shall be documented on a form provided by Amtrak titled **"Proposed Change Request"**.
- 3.2.2 Contractor shall furnish a price breakdown, itemized as required by the CO and in accordance with the General Provisions, including without limitation Articles 7 ("Changes"), 20 ("Taxes"), and 29("Pricing of Adjustments") Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Any impacts to schedule must be defined. Any request for a time extension must be supported by appropriate documentation.
- 3.2.3 Each PCR will be assigned a sequential number and will be documented through a designated document sharing system.
- 3.2.4 No changes or work contemplated by a PCR may be performed until a Contract Modification has been issued by the Amtrak CO.

4. AMTRAK INITIATED CHANGE REQUESTS

4.1 SCRs

- 4.1.1 If Amtrak identifies the need for a change, Amtrak may conduct discussions with the Contractor to define the requested change. If the change is technical in nature and does not impact the price, the Delivery and Acceptance Schedule and/or the Project Schedule or other commercial terms, then Amtrak's COTR or his/her designee, will submit a signed SCR form to the Contractor, with a copy to the CO.
- 4.1.2 Within fifteen (15) business days, or another timeframe agreed to by Amtrak and Contractor, of receipt of the Amtrak originated SCR, Contractor shall provide a written response to the request and any appropriate documentation. Amtrak, in its sole discretion, may consider Contractor's comments, if any, and make changes to the SCR.
- 4.1.3 If the SCR is acceptable to Contractor, Contractor shall indicate its acceptance on the SCR and return it to the Amtrak's COTR or his/her designee. The fully executed SCR form shall be sent to the CO who in accordance with 3.1.4 will capture the changes in a Contract Modification.
- 4.1.4 If the SCR is not acceptable to Contractor, then Contractor may seek resolution



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under Article 35, Claims and Disputes, General Provisions of the Contract.

4.2 PCRs

- 4.2.1 If Amtrak identifies the need for a change, Amtrak may conduct discussions with the Contractor to define the requested change. If the change impacts the price, the Delivery and Acceptance Schedule and/or the Project Schedule or any other commercial terms, then Amtrak's COTR or his/her designee, shall submit a signed PCR form to the Contractor, with a copy to Amtrak's CO.
- 4.2.2 Within fifteen (15) business days, or another timeframe agreed to by Amtrak and Contractor, of receipt of the Amtrak originated PCR, Contractor shall submit a proposal for the change or work described in the PCR to the Amtrak's COTR or his/her designee, with a copy to the CO. Contractor's proposal shall include the estimate of impact to the Project Schedule's critical path and the information listed in 3.2.2 above.
- 4.2.3 If the PCR is approved by the CO, the CO shall issue a Contract Modification. If the PCR is not acceptable to Contractor, then Contractor may seek resolution under Article 35, Claims and Disputes, General Provisions of the Contract.
- 4.2.4 No PCR is binding on Amtrak and Contractor is not authorized to commence work as changed or contemplated by the PCR until a Contract Modification has been issued by the CO.

5. CONTRACTOR INITIATED CHANGE ORDERS

5.1 SCRs

- 5.1.1 If Contractor identifies the need for a change, Contractor may conduct discussions with Amtrak to define the requested change. If the change is technical in nature and does not impact the price, the Delivery and Acceptance Schedule and/or the Project Schedule or any other commercial terms, then Contractor shall submit a signed SCR form to the Amtrak's COTR or his/her designee, with a copy to the CO.
- 5.1.2 Within fifteen (15) business days, or another timeframe agreed to by Amtrak and Contractor, of receipt of the Contractor originated SCR, Amtrak shall provide a written response to the request. Contractor shall consider Amtrak's comments, if any, and make any appropriate changes to the SCR.
- 5.1.3 If the SCR is acceptable to Amtrak, Amtrak shall indicate its acceptance on the SCR and return it to Contractor's Project Director. The fully executed SCR form shall be sent to the CO who will capture the changes in a Contract Modification.

5.2 PCRs

- 5.2.1 If Contractor identifies the need for a change, Contractor may conduct discussions



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with Amtrak to define the requested change. If change impacts price, the Delivery and Acceptance Schedule and/or the Project Schedule or any other commercial terms, then Contractor shall submit a signed PCR form to the Amtrak's COTR or his/her designee, with a copy to the CO.

- 5.2.2 With the submission of its PCR, Contractor shall submit a proposal that includes the estimate of impact to the Project Schedule's critical path and the information listed in 3.2.2 above. Contractor shall also submit a change order pricing proposal using the pricing form provided by Amtrak to Amtrak's COTR or his/her designee, with a copy to the CO.
- 5.2.3 Within thirty (30) business days or another timeframe agreed to by Amtrak and Contractor, of receipt of the Contractor originated PCR, Amtrak shall provide a written response to Contractor.

6. GENERAL

- 6.1 Any Contract Modification issued by Amtrak that affects the cost of the Work is subject to audit in accordance with the Contract.
- 6.2 Any request for additional costs shall be considered for reimbursement only if such costs are: (1) satisfactorily documented to be necessary, reasonable, and actually incurred in connection with the Contract; (2) allowable under 48 CFR Chapter I, Part 31 (Federal Acquisition Regulations); and (3) consistent with generally accepted accounting principles and procedures. If any proposal includes a time extension, a justification therefore shall also be furnished.
- 6.3 Each pricing proposal shall be priced in US dollars.