Food Service on Daily Downeaster Trains
Request for Proposals #2017-001
NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY
REQUEST FOR PROPOSALS, RFP #2017-001

TITLE: FOOD SERVICE ON DAILY DOWNEASTER TRAINS

USING/ISSUING AGENCY: Northern New England Passenger Rail Authority
Attention: Marina Douglass
75 West Commercial Street, Suite 104
Portland, Maine 04101-4631

ISSUE DATE: August 1, 2016

PROPOSALS DUE DATE: September 2, 2016

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries (e-mail or fax only) regarding this RFP to:
Marina Douglass
NNEPRA
Manager, Budget and Administration
Fax: 207-780-1001
Email: marina@nnepra.com

No phone calls will be accepted

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS SHOWN ABOVE

OUTLINE OF RFP DOCUMENT:

1. Important Dates
2. Procurement Process
3. Intro to NNEPRA and Downeaster Service
4. Overview of Café Service
5. Services to be Provided
6. Amtrak Responsibilities
7. Submission Requirements and Information
8. Evaluation of Proposals
9. Execution of Proposal

Appendices
a. Current Schedule
b. Round Trip Operations
c. Amtrak 5th Amendment to Service Agreement
d. FTA Clauses
e. Monthly and Annual Ridership
f. Café Menu Example
IMPORTANT DATES

**August 1, 2016:** RFP is issued to the public.

**August 12, 2016:** A **PRE-PROPOSAL CONFERENCE** will be held from 2:00 to 4:00 p.m. Eastern Daylight Time at the NNEPRA Office, 75 West Commercial Street, Suite 104, Portland, Maine. Attendance at this conference is strongly recommended. Questions about this RFP may be submitted in writing on or before 1:00 p.m. Eastern Daylight Time, Thursday, August 11, 2016, or they may be asked during the pre-proposal conference. A written summary of all questions and answers will be provided to all conference attendees.

**September 2, 2016:** Sealed proposals subject to the conditions made a part thereof will be received until 2:00 p.m. Eastern Daylight Time on Friday September 2, 2016 for furnishing services described herein.

**September 16, 2016:** All Offerors submitting proposals will be notified of the Stage I evaluation and which Offerors move on to Stage II.

**October 3, 2016:** Offerors will be notified of the successful Vendor. At that time, a beginning contract date will be agreed upon.

PROCUREMENT PROCESS

1. **RFP’s are sent to prospective contractors.**
   
   A Pre-proposal Conference for all prospective offerors is scheduled for Friday, August 12, 2016 from 2:00 to 4:00 p.m. Eastern Daylight Time. This document is intended to outline the Downeaster Food Service requirements and is subject to change. This conference is the opportunity for all interested parties to ask questions and offer any other comments about the RFP. Attendance at this conference is strongly recommended. Prospective offerors may submit written questions on or before Thursday, August 11, 2016 at 1:00 p.m. Eastern Daylight Time. A written summary of all questions, whether submitted in advance or asked at the pre-proposal conference, will be sent by mail, e-mail or fax to all interested parties.

2. **Proposals consisting of one (1) original and three (3) copies will be received from each offeror in sealed envelopes.** Each original must be signed and dated by an official authorized to bind the offeror. Unsigned proposals will not be considered.

3. **All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.**

4. **At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal.** Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

5. **The total cost proposal offered by each offeror will be tabulated and become a matter of public record.** Interested parties are cautioned that these costs and their components are, or may be, subject to further evaluation, and therefore may not be an exact indicator of an offeror’s pricing position.

6. **Proposals will be evaluated according to the criteria set forth in Part VI hereof.** The selection of one offeror does not mean that the other proposals lacked merit, but that, with all factors considered, the selected proposal was deemed to provide the best value to NNEPRA.

7. **Offerors are cautioned that this is a request for offers, not a request to contract.** NNEPRA reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of NNEPRA.
INTRODUCTION TO NNEPRA AND THE DOWNEASTER SERVICE

The Northern New England Passenger Rail Authority (“NNEPRA”) was created by the 118th Legislature in June 1995. NNEPRA was mandated to establish and promote regularly scheduled passenger rail service between Portland, Maine and Boston’s North Station.

NNEPRA manages the budget, contracts, promotion, and customer services associated with the Downeaster passenger rail service. The Downeaster is operated by Amtrak, using Amtrak equipment, under a contract with NNEPRA. The service is operated over tracks owned and maintained by the State of Maine, Pan Am Railways (“PAR”) and the Massachusetts Bay Transportation Authority (“MBTA”). Amtrak is responsible for the safe operation of the train and collecting tickets and fares from passengers who board without tickets. NNEPRA staff works closely with Amtrak to develop revenue management strategies, schedules, capital projects, and service improvement programs. We also maintain a strong working relationship with host railroads PAR and the MBTA to ensure that freight, commuter, and Downeaster trains operate efficiently and that the corridor remains in good repair.

The Amtrak Downeaster passenger rail service makes five round trips each day between Maine and Boston’s North Station. Three of those daily round-trips currently originate in Portland, Maine and make stops in Old Orchard Beach (seasonally), Saco and Wells, Maine; Dover, Durham and Exeter, NH; Haverhill and Woburn, MA. The other two round-trips originate approximately 30 miles north of Portland in Brunswick, Maine, and stop in Freeport, Maine as well as the other Downeaster station locations. Beginning in mid-November 2016, three of the Downeaster’s five round-trips will originate in Brunswick and two round trips will originate in Portland.

The Downeaster carried 520,790 passengers in fiscal year 2014 and 438,364 passengers in fiscal year 2015. Fiscal year 2016 is projected to have ridership of 480,000 passengers and fiscal year 2017 ridership is projected to be 470,000.

OVERVIEW OF CAFÉ SERVICE

NNEPRA requests proposals for a Vendor to provide daily food service on the Amtrak Downeaster. The current food service agreement will terminate on or before December 31, 2016 and NNEPRA is required by the Federal Transit Administration to periodically publish Request for Proposals for our Food Service Contract.

The Downeaster Café is available on all Downeaster trains and provides passengers the opportunity to purchase light meals and snacks, alcoholic and non-alcoholic beverages, sundry items and a limited number of transit tickets. The Downeaster Café is managed by a vendor under a contract to NNEPRA, and is one of the highest rated and most efficient food service operations on an Amtrak-operated service. It is NNEPRA’s goal to continue providing passengers with the best possible equipment, service and onboard amenities, including high-quality food and beverages with an emphasis on New England flavors and products while maximizing the financial benefit to NNEPRA. NNEPRA also wants to provide purveyors and suppliers the opportunity to feature their products, in connection with the train service.

Three train sets are used to provide Downeaster service each day. Each Downeaster train set includes a cafe car equipped with a galley and service counter in the center, tables for between 23-28 passengers on one end and a premium business class section with seating for 18 passengers on the other end. Facilities within the Café galley are limited to a sink, small refrigerators, a microwave own and a small toaster oven. Each set also includes three or four passenger cars, each seating between 70-72 passengers.

Café service has been provided on Downeaster trains since the beginning of service in 2001. Downeaster customers have come to expect high quality food and beverages, and exceptional service. Therefore, NNEPRA
requires that all submittals provide for operation of the on-board food service in a courteous, professional manner with a high level of customer service. Service should be prompt and personal and staffing should be adequate to serve passengers and to attend to on-board clean-up and tidying during the length of the trip.

NNEPRA currently provides its food service Vendor with an office and storage area, within the Downeaster train/crew facility in Portland, Maine. Beginning in October, 2016 a new train/crew facility will be opened in Brunswick, Maine and will include an office and storage space for food service operations. Primary food service operations will be relocated to the Brunswick facility at that time. Because some Downeaster trains will continue to originate and/or terminate in Portland until additional capital projects are completed, the vendor will be required to maintain a limited presence in Portland as well. It is expected that all Downeaster trains will originate from Brunswick beginning in 2018, and all food service operations will ultimately be consolidated in Brunswick.

The transition to the Brunswick facility will take place in October and November 2016, during which time there will also be a track construction project which will disrupt regular operations. Greater planning and organization on the part of the food service vendor (see schedule attached) will be required during this time, and the NNEPRA team will work closely with the Vendor assure a smooth transition.

SERVICES TO BE PROVIDED

A. Summary
The successful offeror (“Vendor”) shall procure, sell and provide food and beverage services to the passengers, train hosts and crew of the Downeaster in a manner acceptable to NNEPRA. The Vendor must provide a service plan that allows for prompt, attentive service and food delivery.

The Downeaster Café generally provides “counter service” for passengers, but Café attendants are also required to provide limited “at-seat” beverage service for passengers in the Business Class section. Food and beverages purchased from the Café may be taken back to the passenger’s seat (subject to any applicable state restrictions regarding alcohol that may apply from time to time). The vendor’s staff will be required to maintain and keep clean the public areas of the café car and passenger cars (with the exception of the restrooms) at all times during the trip. Trash should be picked up and deposited in trash cans. Offerors should be specific regarding the ways they propose to adjust staffing to meet varying ridership levels.

The Downeaster Café is expected to be open upon departure from the originating terminal of each train each day and remain open until the train reaches its terminus. It should be noted that passengers may board and detrain at twelve different stations. In circumstances where the train is brought to the originating platform for an extended boarding interval, it is desirable that the Café open for service once boarding begins.

The vendor will be required, in consultation with NNEPRA, to develop a menu offering passengers a variety of quality food items at varying prices. The menu specifications outlined on Page 6 are the minimum acceptable ideas. Proposals that present options in excess of the minimum are desirable. The type of meal/offerings available on each train served should coincide with the time of the trip (early morning departure = breakfast, mid-day departure = lunch, late afternoon and evening departure = supper). The Vendor shall also provide all utensils and equipment required to support food service on the train except for that which is specified in Section IV “Amtrak Responsibilities". Disposable trays, boxes or bags for passengers to transport food, beverages, condiments and utensils safely and conveniently back to their seat must also be provided by the Vendor.
In addition to food items, MBTA Charlie Card tickets, Old Town Trolley tickets and other items as requested by NNEPRA must be made available for sale in the Downeaster Café. The Vendor shall be responsible for purchasing the tickets and selling them at cost, with no “mark-up” or profit. Monthly expenses statements provided to NNEPRA must include the expenses and revenues of these items.

Business class passengers pay an extra fee for reserved seating, a complimentary non-alcoholic beverage and newspaper.

The Vendor must provide a service plan that allows for collection of payments (cash and credit card) from passengers for purchases made aboard the train.

Food items may be prepared prior to being loaded on the train or may be heated on board using the galley facilities on the train. Vendors should note the limitations for all types of storage and cooking equipment when considering any on-board preparation and service plan. It should be assumed that the galley facilities of each café car may not be easily modified and that additional equipment may only be added with NNEPRA’s and Amtrak’s prior written approval and that such approval may not be possible due to safety, electrical, health or other limitations.

The Downeaster Café has been historically operated such that NNEPRA reimburses its vendor for all expenses and assumes all financial risk. To date, the Café has operated at a net financial loss to NNEPRA. Offerors are encouraged to submit proposals, including alternates, that minimize or eliminate any financial impact to NNEPRA overall. Suggestions for a nominal or zero cost to NNEPRA are strongly encouraged.

Note that NNEPRA expects to reimburse the Vendor’s wholesale cost of the complimentary beverage and newspapers provided to patrons in the business class in the café car.

<table>
<thead>
<tr>
<th>DOWNEASTER CAFÉ PERFORMANCE HISTORY</th>
<th>2014</th>
<th>2015</th>
<th>2016*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
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<td>$675,903</td>
<td>$597,247</td>
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<tr>
<td>Expenses</td>
<td>$871,128</td>
<td>$893,140</td>
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<td>Ridership</td>
<td>520,790</td>
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*B estimated

B. Compliance with State and Federal Law, Amtrak and FDA Regulations

The Vendor must be appropriately licensed by the State of Maine Department of Human Services, Bureau of Health, Division of Health Engineering, Eating and Lodging Program.

Vendor must satisfy all Massachusetts and New Hampshire licensing requirements and comply with all applicable Food and Drug Administration (FDA) regulations and Amtrak health and sanitation standards and other federal and state regulations that apply to onboard food service.

All aspects of food and beverage service shall comply with all provisions of the then current version of the FDA’s “Food Code” available at: http://www.fda.gov/Food/FoodSafety/RetailFoodProtection/FoodCode/FoodCode2005/default.htm

and with the current Amtrak “Food Service Sanitation and Public Health Standards” manual (Amtrak Standards), a copy of which is available for inspection by appointment at NNEPRA’s office at 75 West Commercial Street, Suite #104, Portland, Maine. To the extent that any provision of the RFP shall be in conflict with any present or future provision of the Food Code or of Amtrak’s Standards, such provisions of the Food Code and Amtrak’s Standards shall control and be observed. Failure to comply with the provisions of the Food Code and Amtrak’s Standards shall be grounds for termination of Vendor’s right to sell food or beverages aboard Amtrak trains, in addition to any other remedy that may be available to NNEPRA and/or Amtrak.
The Vendor must acknowledge and agree that Amtrak has the right to deny the Vendor access to the Downeaster in the event that, in Amtrak’s opinion, the Vendor’s operations result in any violation of the Food Code or the Amtrak Standards that poses a substantial risk to the health and safety of the passengers or crew on the train and is not immediately remedied or corrected by the Vendor.

The Vendor is hereby notified that both the FDA and Amtrak will conduct periodic unannounced inspections of the food and beverage service on the Downeaster. Any deficiencies determined during such inspections shall be remedied immediately by the Vendor, and any fines or other penalties imposed by the FDA shall be the responsibility of, and shall be paid promptly by, the Vendor. If any such inspection cites any “critical” item(s), the Vendor shall provide a written report to Amtrak and NNEPRA, within five (5) business days of the inspection, indicating the measure(s) taken to remedy the critical item(s) and to assure that it/they will not occur again.

C. Menu Requirements
The vendor is encouraged to use their own expertise, suppliers and creative solutions to create a variety of options for the passengers. It is also encouraged that sourcing from local vendors and items with regional appeal are included in the menu.

Please note that no food preparation facilities are available in either the Portland or Brunswick train/crew facilities or on board the train. All food items should be procured pre-packaged, and able to be easily prepared and served on board the train. Facilities within the Café galley are limited to a sink, small refrigerators, a microwave own and a small toaster oven.

The Vendor shall provide printed menus in each cafe car with items, pricing and any other relevant service details. These menus shall clearly indicate that the food and beverage service is provided by the Vendor. Food and beverage offerings should include the following:

1. A range of beverages such as coffee, tea, carbonated beverages and juices
2. Breakfast pastry and egg sandwiches
3. Sweet and savory snacks*
4. Sandwich and dinner options with at least one vegetarian item
5. Dessert options and ice cream**
6. Alcoholic beverages including beer, wine and spirits

*No M&M’s, Tootsie Rolls, or peanuts (shelled or unshelled) may be offered on the train.

**Ice cream or frozen desert products, if any, must be offered in a manner compatible with the storage and service limitations of the railroad car. Frozen dessert products shall not be mandatory.

All potentially hazardous and other perishable foods must be provided with a shelf life. The shelf life must be in accordance to FDA and Amtrak regulations and approved by NNEPRA prior to utilization. Shelf life for potentially hazardous foods should be determined by laboratory results.

The Vendor shall provide appropriate wrapping for all applicable menu items in accordance with the Food Code and Amtrak’s Standards. All such wrappings and containers must be approved by NNEPRA prior to their use on board the train. NNEPRA does not require wrappings for pre-packaged items, canned or bottled beverages, or meals assembled on board by vendor personnel and served directly to the customer in the cafe car.

Ice shall be provided in accordance with the Food Code and Amtrak’s Standards.
NNEPRA shall approve all menu choices including specifications and retail prices.

D. Personnel
Vendor must employ a train employee supervisor who has, within the past two years, received a certificate of completion from a course of study in safe food handling and HACCP Instruction such as the National Restaurant Association’s Educational Foundation “ServSafe” program or its educational equivalent as approved by NNEPRA (e.g., Amtrak’s food handling course) and provide this knowledge to all onboard Vendor personnel. NNEPRA may require additional training (i.e.; first aid, hazardous material handling, etc.) as the need arises.

The Vendor shall provide a minimum of one Café attendant per train for the entire length of each trip segment. The Vendor may propose additional staffing and/or an operating plan that varies such staffing according to demand/ridership. Food service personnel will remain behind the café counter during the scheduled train trip unless serving business class, generating sales within the train body or cleaning the café car. Café attendants will not be permitted to sit down at the café tables, coach or business class between departure and arrival times.

The Vendor and/or NNEPRA may propose altering staffing levels for the train as the need arises and as jointly agreed upon. As part of its evaluation, NNEPRA will examine the proposed operating plan to ensure that staffing levels are sufficient to provide optimum service to the passengers aboard the train.

The food service staff will be responsible for all food service moneys, collection and distribution of orders, maintenance of the food service stock, and cleanliness of the food service areas and passenger car areas (except restrooms) on board the train. Vendor’s personnel shall also be responsible for picking up newspapers, magazines, food and beverage containers and wrappers in all passenger areas of the train at least at the end of each trip segment and more often as circumstances may warrant and, at the end of each trip segment, for turning the seats in the business service class of the café car in the direction of travel for the next trip segment.

The Vendor shall provide sufficient management supervision to guarantee that the train is properly stocked and staffed for a round trip before every departure from the originating terminal of Portland, Maine or Brunswick, ME and as outlined in Appendices A & B.

The food service personnel will be responsible for cleaning and sanitizing all food service areas and equipment in the café car. The Vendor shall return the café car at the conclusion of each day’s operation with the galley(s) fully cleaned and sanitized and with all stock properly stored in the provided storage lockers or removed from the car. Stock may not be stored in seating areas, electrical lockers, in the vestibules, aisles or doorways, in other cars on the train, or on the floor.

The food service supervisor will be required to attend regular meetings with NNEPRA regarding sales, menus, personnel, overall café performance, etc.

E. Health and Sanitation
The Vendor shall be responsible for maintaining clean, neat, and orderly work areas at all times including all Vendor-owned and NNEPRA or Amtrak owned equipment used in the provision, storage, preparation and service of food and beverages. The Vendor shall be responsible for cleaning and sanitizing all food preparation areas used by the Vendor. This includes all refrigerators, freezers, ovens, sinks, countertops and surfaces in any food service or preparation area used by the Vendor’s personnel.
The Vendor shall maintain an FDA “approved” rating for all Vendor’s facilities used in operating this service at all times.

F. **Permits and Licenses**
The Vendor shall be responsible (at Vendor’s expense) for obtaining, maintaining and complying with any permits and/or licenses, including but not limited to liquor licenses, which may be required to perform its work.

The Vendor shall comply (at Vendor’s expense) with the laws and regulations of each of the three states involved which apply to sales of alcoholic beverages, including licensing fees, applicable taxes and all other applicable state laws and regulations regarding alcoholic beverages.

G. **Set-up, Take Down and Vendor-Supplied Equipment**
The Vendor shall deliver supplies to the train, load and secure them on-board in a manner approved by NNEPRA and in accordance with the Food Code and Amtrak’s Standards. Any containers, boxes, racks or other devices brought aboard the train must be approved by NNEPRA and Amtrak at least ten days before the first trip. All Vendor’s containers and devices proposed for on-board use to store, cool or warm food or beverages must meet NNEPRA and Amtrak requirements for safety and acceptability on-board. Train cars have extremely restricted space, power, and mobility parameters. The Vendor must obtain prior NNEPRA and Amtrak approval for any device weighing over ten pounds or using 110 volt or greater electrical power. The Vendor shall supply each onboard attendant with one (1) cell phone that has access to service for the entire length of the Downeaster train service, or make other reasonable accommodations to insure a direct line of communication is available between onboard crew and Vendor management.

The train set and café car will typically be available for final loading, restocking and personnel boarding by Vendor for approximately twenty to thirty minutes during the one hour before the train’s initial morning departure. (See Appendices A and B.) The Vendor will be allowed a maximum of thirty minutes following the completion of each train set’s last run of the day to unload all Vendor supplies and complete cleanup/sanitizing of Vendor’s on-board areas. Non-perishable supplies may be left on board provided that they are stored in the built-in lockers of the café car. Perishable supplies may be left on board at the Vendor’s sole risk understanding that power may be removed from the refrigerators and freezers during the routine daily servicing procedure for the train. When specifically required by Amtrak and/or NNEPRA (such as in preparation for fumigation), Vendor must remove all of Vendor’s supplies and equipment.

H. **Garbage Handling**
The Vendor shall ensure that all garbage and trash associated with the food service is collected regularly during each trip. The Vendor shall ensure that trash is properly bagged, tied, and stored only at NNEPRA approved and Amtrak approved locations on the train.

No Vendor-supplied garbage cans are currently allowed on board.

I. **Pest Control**
The work area shall be free of flies, rodents, roaches, ants, and other vermin. The Vendor shall immediately notify NNEPRA and Amtrak of any pest or rodent infestation observed by the Vendor’s personnel on-board the train or at any train-related facilities.

J. **Purchase of Food and Supplies and Personnel Costs**
The Vendor shall be responsible for purchasing (at Vendor’s expense) all food and supplies, (unless otherwise noted in this document) any Vendor-owned equipment, and for all personnel and management costs.
K. **Food Sources**
All food shall be obtained from sources that comply with all applicable (e.g., the Food Code) laws relating to food and food labeling. All food shall be clean, wholesome, free from adulteration and spoilage, safe for human consumption, and shall be handled, served, and transported in such a manner as to prevent contamination, adulteration or spoilage. Only approved containers and utensils may be used. Foods that are spoiled or otherwise unfit for human consumption, such that they are not in compliance with the Food Code or Amtrak’s Standards (herein after “spoiled”) shall be immediately disposed of as garbage.

The Vendor shall identify the specific sources for all food prepared off-board and not purchased by the Vendor in hermetically sealed containers. All such sources must possess an FDA approved rating.

L. **Refrigeration**
All “potentially hazardous foods” requiring refrigeration shall be cooled in accordance with the requirements of the Food Code. “Potentially hazardous foods” shall have the meaning set forth in the Food Code.

Thawing of “potentially hazardous foods” shall be done in accordance with the Food Code.

M. **General Food Handling Procedures/Preparation**
Employees preparing food shall comply with the Food Code.

N. **General Food Storage**
Foods shall be kept under cover and wrapped when not being served. Meat and other potentially hazardous food shall not be stored on the floor or in direct contact with shelves and racks of cold storage boxes, or permitted to come in contact with contaminated surfaces.

Storage spaces shall be kept clean and free from unnecessary articles and offensive or musty odors. The contents shall be neatly arranged to facilitate cleaning.

O. **Required Reports**
The Vendor shall provide a report to NNEPRA itemizing the total sale amount for food and alcoholic beverages sold to the passengers for each round trip each day. This report will also include the number of Business Class passengers on each trip. This report for the previous day shall be delivered to NNEPRA by 9:00 a.m. daily.

The Vendor shall provide a report to NNEPRA with a full and detailed accounting of sales, complimentary items distributed (including first class, train employees and train hosts), expenses, spoilage and other items as determined by NNEPRA. This report shall be delivered to NNEPRA by the second Wednesday after the close of the previous month.

The Vendor may propose an alternate manual or electronic reporting system more suitable to Vendor’s operations provided that it a) allows for effective inventory tracking; b) allows for separate settlement of each cafe car operation, and c) receives NNEPRA’s approval before usage begins.

P. **Sale Prices**
The retail price of any food, beverage, or other item sold on-board the train shall be subject to NNEPRA approval. Vendor shall be responsible for ascertaining and collecting all sales taxes and similar impositions that are to be paid or collected under applicable law, and remitting all such collections to the applicable taxing
authorities. The retail price of any food, beverage, or other item sold on-board the train will be inclusive of sales tax.

Q. Audits
NNEPRA shall have the right to document and audit receipts, records, purchases, labor time sheets and/or payroll records and assigned overhead at any time during the contract period, and for three (3) years from the date of final payment under the contract. The Vendor shall maintain all records (books, documents, papers, accounting records, electronic data files, and all other such evidence as may be appropriate to substantiate costs or charges incurred under this contract) neatly filed and stored so that they can be accessible on demand during the life of this contract and for three years after its expiration.

R. Handling of Cash and Credit Cards
Point of Sale (POS) equipment such as cash registers, credit card readers and verification units shall be provided by the Vendor. Vendor must accept cash, as well as Visa, MasterCard and American Express credit cards for food and beverage purchases aboard the train. Additional credit cards may be accepted at Vendor’s option. The Vendor shall require a minimum credit card purchase amount on-board the train of $5.00

NNEPRA recommends that the Vendor use the smallest practical POS equipment available for ease of money handling in the restricted environment of the train. Cash registers and any items that require electrical power, telephone line and/or WiFi connections to operate may not be practical to use on board. All such devices shall be subject to the approval of NNEPRA and Amtrak for use on-board the train due to power consumption and safety concerns.

The Vendor shall be responsible for all cash losses and shortages. The Vendor should use cash boxes, moneybags, and other cash storage devices that provide adequate security against forcible entry and larceny. NNEPRA will allow cash storage in Vendor-provided safes in the Vendor storage area at the Brunswick Layover Facility or the Portland Layover Facility, as NNEPRA may designate from time to time. Such storage shall be at the Vendor’s risk.

S. Indemnification
The Vendor shall defend, indemnify, and hold harmless Amtrak, NNEPRA, and the officers, directors, employees, and agents of both, regardless of any negligence whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expense (including but not limited to court costs, attorneys’ fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the food and/or beverage service provided by the Vendor for 1) injury to or death of any person whatsoever (including but not limited to Amtrak or Vendor employees or to passengers); 2) damage to or loss of any property whatsoever (including but not limited to property of Amtrak or the Vendor); or 3) breach of or errors, acts, or omissions relating to any obligation of the Vendor.

T. Insurance Coverage
Vendors proposing to use any combination of base coverage and umbrella policy coverage to achieve the specified coverage limits should pay careful attention to the information in subparagraph (6) below.

The Vendor shall procure and maintain at all times during the term of the contract, at the Vendor’s own expense, the insurance specified in subparagraphs (1), (2), (3), (4), (5), and (6) below. All insurance shall be placed with insurance carriers acceptable to Amtrak and NNEPRA and licensed to do business in Maine, New Hampshire and Massachusetts. The Vendor shall provide Amtrak and NNEPRA with a Certificate of Insurance giving evidence of the required coverage prior to the commencement of service and through the life of this
contract or annually whichever is the lesser period. The Vendor shall require all permitted subcontractors to carry the insurance herein providing Amtrak and NNEPRA with a Certificate of Insurance giving evidence of the required coverage prior to the commencement of service and through the life of this contract or annually whichever is the lesser period. All insurance shall provide for thirty days’ prior written notice to be given to Amtrak and NNEPRA in the event coverage is substantially changed, canceled, or non-renewed.

The vendor shall waive any and every right or cause of action against NNEPRA, Amtrak, Pan Am Railways and MBTA, and their respective officers, directors, employees and agents, for any and all loss of, or damage to, any of Vendor’s property (whether or not such loss or damage is caused by the fault or negligent acts or omissions of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by fire, extended coverage, “All Risk” or similar policies. Written notice of the terms of said waiver shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waiver.

1. **Workers’ Compensation Insurance** complying with the requirements of all Maine, Massachusetts and New Hampshire Employers’ liability coverage with limits of liability of not less than five million dollars ($5,000,000) each accident or illness shall be included.

2. **Commercial General Liability Insurance** covering liability imposed upon the Vendor with respect to all operations of the Vendor and all obligations assumed by the Vendor under the terms of the contract. Independent Contractors Liability, Personal Injury/Advertising Liability, Contractual Liability and Products/Completed Operations Liability are to be included. NNEPRA, Amtrak, Pan Am Railways and MBTA, and their respective officers, directors, employees and agents, are to be named as additional insureds with respect to operations to be performed. Coverage under this policy shall have limits of liability of not less than five million dollars ($5,000,000) combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.

3. **Liquor Liability Insurance**, covering liability imposed upon Vendor with respect to the sale or distribution of alcoholic beverages. NNEPRA, Amtrak, Pan Am Railways and MBTA, and their respective officers, directors, employees and agents, are to be named as additional insureds with respect to operations to be performed. Coverage under this policy shall have limits of liability of not less than five million dollars ($5,000,000) combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.

4. **Property Insurance**, covering all property owned or used by the Vendor in connection with this Agreement. Coverage shall have limits of liability adequate to protect the full value of such equipment, and shall contain a waiver of subrogation against Amtrak, NNEPRA, Pan Am Railways and MBTA, and their respective officers, directors, employees and agents.

5. **Automobile Liability Insurance**, issued to and covering the liability of the Vendor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated. NNEPRA, Amtrak, Pan Am Railways and MBTA, and their respective officers, directors, employees and agents, are to be named as additional insureds with respect to operations to be performed. Coverage under this policy shall have limits of liability of not less than five million dollars ($5,000,000) per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.
6. **Umbrella Policies** may be used in combination with policies as described above to achieve required coverage limits subject to acceptance on a case by case basis. As part of its operating agreement for rail passenger services, NNEPRA is required to have all contractors and vendors maintain insurance acceptable to Amtrak. Many firms use a combination of lower limit base policies augmented by umbrella policies having substantially higher limits. A combination of base and umbrella policy coverage may be acceptable to NNEPRA and Amtrak. Offerors utilizing such a combination to achieve the required limits may question NNEPRA about the “acceptability” of such policies prior to submitting a proposal. In order for NNEPRA to evaluate any insurance question, a sample “Certificate of Insurance” giving proposed carrier(s) and limits must be submitted in writing via fax, letter or e-mail. NNEPRA will review the submitted policies with Amtrak. NNEPRA will advise if the proposed coverage is acceptable, and if not, what changes must be made to meet Amtrak’s and NNEPRA’s requirements. Vendors with questions about insurance coverage should follow the procedures for submitting “written questions.” If at all possible, written questions should be submitted in advance of the Pre-Proposal Conference, but written insurance questions will be accepted at the Pre-Proposal Conference. Oral questions and/or those lacking a Sample Certificate of Insurance will not be accepted.

U. **Uniforms, Clothing, Personal Appearance and Hygiene**

The Vendor shall ensure that all employees aboard the train are appropriately dressed in clean, crisp and presentable uniforms bearing the Downeaster logo as well as the name of the Vendor’s company and the employee’s first name.

All employees must wear closed-toe footwear with solid, non-slip soles. Tennis shoes (or shoes of similar style and construction), sandals, flip-flops, and high-heeled shoes shall not be worn. Uniforms should avoid extremely loose fitting clothing because of the close environment of the train.

All employees will follow the Food Code, Amtrak Standards and NNEPRA policies regarding personal appearance and hygiene.

V. **Emergency Food Distribution & Spoilage**

From time to time, NNEPRA expects that, for reasons wholly beyond the control of the food service Vendor, it may become necessary or desirable, but only at the direction of NNEPRA or Amtrak, to provide passengers with complimentary food or beverages during service delays or interruptions. An incident report will be submitted to NNEPRA as soon as possible after the occasion. Additionally, there may be occasions caused by delays or mechanical failure beyond the Vendor’s control when the Vendor’s perishable items on board the train may be spoiled or have to be discarded. In such cases, NNEPRA will reimburse the food service Vendor the wholesale price for spoiled items and/or complimentary items provided to the passengers.

The Vendor must provide substantiation of the item(s) spoiled or distributed and, if applicable, the number of passengers receiving complimentary food or beverages, obtain the signature of the NNEPRA or Amtrak official ordering the distribution, and obtain from the Amtrak conductor the number of passengers known to be on the train at the time of the emergency distribution.

The intent of this provision is to allow for actions mandated by NNEPRA or Amtrak train crews in “emergency” situations. It is not NNEPRA’s intent to compensate the Vendor for failure of the Vendor’s equipment, spoilage of excess inventory, or any other matter(s) within the Vendor’s control and management.

The Vendor will work diligently to reduce the amount of spoiled food and out of date food.
W. **Sales During Layovers**
The Vendor may use the café car solely to provide food service to *Downeaster* passengers and personnel aboard trains operated by Amtrak for NNEPRA. Sales to the public may not be provided during times when the car is being serviced or laying-over at one of its terminals.

X. **Special Services**
From time to time, NNEPRA may request the Vendor to provide food for special luncheons and tours on the *Downeaster* train or other special trains operated at NNEPRA’s direction. These special services may include food from the regular *Downeaster* menu or from a menu prepared to meet the requirements of the individual special occasion. These arrangements will be handled on a case by case basis between the Vendor and NNEPRA.

Y. **Trip Segments**
Vendor personnel shall board and detrain at the beginning and end of each round trip.

Z. **Equipment Substitution**
From time to time, Amtrak may operate substitute cars or equipment in place of regularly operated cars or equipment. This type of substitution may be made without any advance notice. While Amtrak and NNEPRA will make every good faith effort to provide the Vendor with sufficient advance notice to allow for planned and orderly substitutions, neither Amtrak nor NNEPRA can be liable for equipment availability or guarantee that advance notice of equipment substitutions will be possible in every instance. When substitutions occur, Vendor’s personnel will be responsible to make a good faith effort to continue operations within whatever limitations are imposed by the substituted equipment.
AMTRAK RESPONSIBILITIES

A. **Equipment**
Amtrak shall provide the train equipment used for the service pursuant to Amtrak’s agreement with NNEPRA.

B. **Safety Training and Onboard Operations Instructions**
Amtrak shall provide safety training and on board operations instructions to the Vendor’s personnel. This training should require less than two hours. NNEPRA will arrange to provide this training on board Amtrak equipment at Portland or Brunswick. This training must be completed by each of Vendor’s on-board personnel at least one day prior to the commencement of his/her first trip.

C. **Pest and Rodent Infestation Control**
Each cafe car is scheduled to be fumigated by Amtrak at least once every sixty (60) days. Vendor shall notify Amtrak or NNEPRA of any rodent or pest infestation noticed during car operations.

D. **Health and Sanitation**
Amtrak shall be responsible for cleaning and maintenance of the public areas of the train including crew seating areas, rest rooms, and vestibules.

E. **Garbage Handling**
Amtrak shall specify procedures for cleaning services to be performed by Vendor as described in Part I, including those relating to storage of trash bags on the train and removal of trash bags from the train.
SUBMISSION REQUIREMENTS AND INFORMATION

A. Deadline and Delivery Information
Proposals consisting of one (1) signed original and three (3) copies must be received no later than 2:00 p.m. Eastern Daylight Time on Friday, September 2, 2016. NNEPRA reserves the right, in its discretion, to extend the Proposal Deadline and/or modify or supplement the RFP by giving written notice to all prospective offerors.

Proposals shall be mailed/delivered to:
   Northern New England Passenger Rail Authority
   Attention: Marina Douglass
   75 West Commercial Street, Suite #104
   Portland, Maine 04101

Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Any proposal or information received after the proposal receipt deadline will not be considered.

B. Pre-Proposal Conference
A pre-proposal conference shall be held on Friday, August 12, 2016 from 2:00 to 4:00 p.m. Eastern Daylight Time at the NNEPRA Office, 75 West Commercial Street, Suite #104, Portland, Maine. Attendance at this meeting is strongly recommended. The meeting shall be an occasion to ask any questions and make any comments or suggestions about this Request for Proposals.

C. General Information on Submitting Proposals

Award or Rejection
All qualified proposals will be evaluated and selection made based on a combination of financial and technical factors that are deemed to be in the best interest of NNEPRA (as more fully set forth in Part IV below). NNEPRA reserves the unqualified right to reject any or all offers if determined to be in its best interest.

Decline to Offer
Any firm which receives a copy of the RFP but declines to make an offer is requested to send a written “Decline to Offer” to the issuing agency. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

Cost for Proposal Preparation
Any costs incurred by offerors in preparing or submitting proposals are the offerors’ sole responsibility. NNEPRA will not reimburse any offeror for any costs incurred prior to entering into the Food Service Contract.

Elaborate Proposals
Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

Oral Explanations
NNEPRA will not be bound by oral explanations or instructions given at any time during the competitive process or after a selection.
Reference to Other Data
Only information which is received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice.

Titles
Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

Time for Acceptance
Each proposal must state that it is a firm offer, which may be accepted within a period of ninety (90) days after the proposal is opened. Although the food service contract is expected to be finally negotiated and accepted prior to that time, the ninety (90) day period is requested to allow for unforeseen delays or failed negotiations with another initially selected proposal.

Contract Term
The initial term of the Agreement will be five (5) years subject to early termination by NNEPRA, and shall be automatically extended for successive one year terms at the discretion of NNEPRA, unless either party shall give the other written notice of non-extension at least sixty days prior to the commencement of any such extension.

Form of Proposal
NNEPRA and successful offeror will execute a contract that shall include, but not be limited to, the terms set forth in this RFP, the Offeror’s proposal and the Fifth Amendment to the Agreement for the Provision of Rail Passenger Service between National Railroad Passenger Corporation and Northern New England Passenger Rail Authority (attached as Appendix C).

Exceptions
All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and, except as NNEPRA in its sole discretion shall otherwise agree, the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror’s response will have no effect either on this Request for Proposals or on any contract that may be executed resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraphs by signature to the proposal.

Advertising
In submitting its proposal the offeror agrees not to use the results therefrom as part of any news release or commercial advertising.

Right to Submitted Material
All responses, inquiries, or correspondence related to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors will become the property of NNEPRA when received.

Competitive Offer
Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or Maine antitrust laws.
**Offeror’s Representative**
Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

**Subcontracting**
Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor. Any and all subcontracting of work is subject to NNEPRA’s prior written approval. No assignment will be permitted of any contract that may be executed resulting from this solicitation.

**Proprietary Information**
Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by law as follows:

Each page containing trade secrets or similar proprietary data shall be identified by the offeror in boldface at the top and bottom as “Confidential”. Any section of the proposal which is to remain confidential shall also be marked in boldface on the title page of that section. Cost information may not be deemed confidential. Offerors are hereby notified that Amtrak is subject to the Freedom of Information Act and NNEPRA is subject to the Maine Freedom of Access Act, and that each agency’s ability to afford confidentiality to materials submitted to either of them shall be subject to the requirements of such laws as from time to time are in effect.

**Equal Employment Opportunity/Affirmative Action**
In connection with the execution and performance of any contract that may be executed resulting from this solicitation, the Vendor shall not discriminate against any employee because of race, religion, color, sex, national origin, disability or sexual orientation. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, disability or sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Contractor Compliance**
Vendor shall keep fully informed and shall comply with the provisions of applicable Federal, State and municipal laws, rules and regulations which in any manner affect this contract and those engaged or employed with the services herein described. Vendor shall indemnify, protect, defend and save harmless NNEPRA and Amtrak and their officers, agents and employees harmless from all fines, penalties and liabilities imposed upon NNEPRA and/or Amtrak under any such laws, rules and regulations by any public agency, authority or court having jurisdiction over the parties hereto, when the imposition of same is attributable to the failure of contractor to keep fully informed and to comply with its obligations in this regard.

**Interest of Members of or Delegates to Congress**
No member or delegate to the Congress of the US shall be admitted to any share or part of this Proposal or to any benefit arising therefrom.

**Prohibitive Interests**
No Board member, officer or employee of NNEPRA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract issued pursuant hereto or to the proceeds thereof.
Additional Federal Grant-Related Obligations
In addition to the provisions set forth above, the Vendor shall also comply with and observe the federal contract provisions set forth in Appendix D.

Financial Responsibility
The Vendor’s proposal shall include documentation establishing the Vendor’s financial capacity to carry out the responsibilities required for the operation of the Food Service.

Protest and Dispute Procedures
Protests will only be accepted by NNEPRA from prospective bidders or bidders whose direct economic interest would be affected by the award of a contract or refusal to award a contract. NNEPRA will consider all such protests, whether submitted before or after the award of a contract. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged.
2. Provide name, address and telephone numbers of protestor.
3. Identification of the solicitation or contract number.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. Provide a statement as to what relief is requested.

Protests Prior to Award
Protests before award must be submitted within the time frame specified below. If the written protest is not received by the time specified, the bid or evaluation process shall continue.

Protests addressing the adequacy of the RFP, including the pre-award procedure, the instruction to bidders, general terms and conditions, specifications and scope of work, must be filed with NNEPRA not less than fourteen (14) full working days before date of receipt for proposals. Thereafter, all issues and appeals are deemed waived by all interested parties.

Upon receipt of the written protest, NNEPRA will determine if the date of receipt for proposals should be postponed. If the due date is postponed, an appropriate addendum will be issued regarding a rescheduling of the due date.

Any protest may be withdrawn at any time before NNEPRA has issued its decision.

Protests After Award
Any party aggrieved by an award of a contract may protest to the NNEPRA Board of Directors, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Chairman of the Board of Directors is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after the award shall not be considered.

In the absence of a settlement, the Chairman shall make his or her decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the Chairman shall be final, binding, and conclusive on the parties.
Protests should be transmitted to:

Chairman, Board of Directors  
NNEPRA  
75 West Commercial Street, Suite #104  
Portland, ME 04101

Protests will only be entertained by the Federal funding agency, which is the Federal Transit Administration, if the aggrieved party is alleging that NNEPRA does not have, or is failing to follow, written protest procedures.

D. Proposal:

Proposals shall include:
1. Description of business organization including number of years in business, current operations and experience.
2. Offeror’s management structure, list of proposed staff and experience relevant to Downeaster Café operation.
3. Proposed menu with retail prices. Provide detailed plans/specifications for providing/preparing hot and cold beverages, hot meal items, sandwiches, and all other proposed items.
4. Proposed operating plan. This must include:
   a. detailed daily itinerary of the Vendor’s operations;
   b. a proposed staffing for labor and management;
   c. a proposed food service provisioning, preparation and delivery plan, including the name(s) and location(s) of food preparation facilities that will supply any food items that are not packaged in hermetically sealed containers (excepting coffee, tea, salt, pepper, and other condiments);
   d. a description of delivery plan and schedule for train operations;
Operating plan shall be responsive to the Downeaster operating schedule and the Vendor’s performance obligations hereunder. The proposed operating plan once agreed upon shall be subject to further modification in the manner to be provided in the form of a Food Service Agreement.
5. Description of significant food suppliers (including past year’s sanitation grades and scores) to be involved in providing food service.
6. Resume of project manager who will be directly in charge of the Downeaster food service.
7. Name, address and telephone number of three references that have substantial experience using your services.
8. Copy of the current and past year’s sanitation grades and scores for your facilities and for any other facilities identified above (whether the Vendor’s or the Vendor’s subcontractors) that will be used for the preparation of any food used in this agreement.
9. Annual cost or earnings (if any and how derived) to NNEPRA. If it is proposed that NNEPRA will make payments, if necessary, in connection with the food service, the proposal must include detailed estimates of the charges that may be reasonably expected to be incurred and charged to NNEPRA in connection with the operation of the services. A detailed monthly financial proforma must be included in the proposal. Such charges may include, but are not limited to:
   • Hourly billing rate for each type of service personnel that may be used aboard the train or otherwise charged to the operation of this service including minimum charge period.
   • Mileage billing rate for each type of vehicle that may be used in the rendering of this service and other delivery/transportation that might be expected for this service.
• Any other miscellaneous charges that might be expected to be charged for the operation of this service.
• Charge for menu items delivered to train (if not shown in item 2 above). Proposed end-user costs for same (subject to NNEPRA approval as previously stated).

10. Appendix D (2) Lobbying Certificate and Appendix D (3) Suspension and Debarment Certificate must be executed by an authorized representative of the Vendor Firm and included in the submission package.

EVALUATION OF PROPOSALS

Proposals will be evaluated in two stages by a NNEPRA appointed evaluation panel. Following the Stage 1 review, Stage 2 finalists will be selected. The specific number of finalists will be determined by the quality of the responses submitted for evaluation in Stage 1.

Stage 1 – Proposals will be reviewed by an evaluation panel based on the following criteria:
A. Proposed menu and prices. 25%
B. The offeror’s plan for delivering supplies and food to the train, preparing and providing the food service onboard the train and including staffing and management. 25%
C. The offeror’s food service experience, references, and maintenance of an FDA approved rating including actual scores of proposed food preparation facilities (including those of all identified subcontractors). 25%
D. Financial Cost or Benefit to NNEPRA (if any and how derived). Proponents are encouraged to submit proposals that maximize the financial benefit to NNEPRA overall. NNEPRA’s goal is to have the café service operate with financial self-sufficiency. A proposal demonstrating how the Vendor expects to achieve that and in what timeline will score higher than others. The financial portion of the Proposal should address this feature of NNEPRA’s approach and may offer alternate approaches that will afford NNEPRA the benefit of such revenue streams. 25%

Stage 2- Finalists will be invited to present their proposals before the evaluation panel, which will assess them on the criteria outlined below. Stage 2 finalists will be notified by September 16, 2016. Stage 2 presentations will be conducted within fifteen days after notification of finalists.
A. Food delivery and preparation test. At offeror’s cost, NNEPRA will require food presentations based upon all other criteria. These presentations will be scheduled for delivery in a manner to be as similar to the actual food service proposed as possible. Offeror will deliver entree items prepared and packaged identically to that proposed for this service in a time frame comparable to that expected for train operations. The evaluation panel will sample meals, rating them for quality, quantity of product, taste and freshness. Vendor will not be required to deliver a complete menu or beverages, but delivery of entrees, eating utensils, and condiments will be required in the manner proposed for delivery of same on-board the train. The date for this test will be arranged with offeror and will occur between five and twenty calendar days after the notification date. NNEPRA will arrange the location to conduct this test. 20%.
B. Proposed menu and prices. 20%.
C. The offeror’s plan for delivering supplies and food to the train, preparing and providing the food service onboard the train including staffing and management. 20%.
D. The offer’s food service experience, references, and maintenance of an FDA approved rating including actual scores of proposed food preparation facilities (including those of all identified subcontractors). 20%.
E. Financial Cost or Benefit to NNEPRA (if any and how derived). 20%.
EXECUTION OF PROPOSAL

Date: _____________________

The potential Contractor certifies the following by placing an “X” in all blank spaces (All must be filled in).

_____ That this proposal was signed by an authorized representative of the firm.

_____ That the potential Contractor has the financial capacity required to provide the Food Service and can provide the insurance certificates as required within ten (10) calendar days after receiving a written Notice of Selection.

_____ That the potential Contractor has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That no public official or state employee has any interest (personal or that of a corporation, partnership or association) in this contract or its proceeds.

_____ That the potential Contractor has attended the pre-proposal conference and is aware of the prevailing conditions associated with performing these services.

_____ That the potential Contractor agrees to the Terms and Conditions set forth in this Request for Proposals with no exceptions and agrees with all FTA clauses set forth in Appendix D.

Therefore, in compliance with the forgoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the proposal, to furnish the services for the prices quoted.

CONTRACTOR________________________________ ADDRESS________________________________

CITY AND STATE_________________________ ZIP_________ PHONE_________________

FEDERAL IDENTIFICATION NUMBER __________________________________________________________________

BY ___________________________________ TITLE ________________________________

(Signature)

________________________________________

(Type or Print Name)

ACCEPTANCE OF PROPOSAL

AGENCY: Northern New England Passenger Rail Authority  Date: _____________________

CITY AND STATE: Portland, Maine

BY_________________________________ TITLE____________________________________

________________________________________

(Type or Print Name)
CURRENT AMTRAK DOWNEASTER SCHEDULE 2016
Effective May 23, 2016

WEEKDAY

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Appendix A
## WEEKEND

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Typical Roundtrip Operations

1. After receiving permission from the mechanical supervisor, food vendor stocks café car at the Portland or Brunswick Layover Facility prior to train departure.

2. Attendant’s Responsibility
   a. Arrive 1 hour before scheduled train departure in a complete clean and neat uniform including nametag and security badge.
   b. Obtain manifest for that trip from the conductor. Review manifest to see how many general boarding and business class passengers are on train.
   c. First shift attendant will pick up newspapers and divide copies between trains.
   d. Pick up funds from predetermined area.
   e. Upon boarding train attendant will confirm inventory and document any discrepancy on inventory form.
   f. Verify seats in the premium service area of the café are facing direction of travel and if not turn seats.
   g. Turn on coffee makers and rinse ice wells with hot water to sanitize.
   h. Spray counters with sanitizer and wipe down insuring all areas are clean.
   i. Temperature test item (typically yogurt) and record temperature on inventory form.
   j. Café attendant will perform a quick check of:
      a. Wall Menus
      b. Microwave
      c. Coffee makers
      d. Refrigerator Units
      e. Counter Doors
      f. Floor Mats
      g. Paper Towel & Soap
      h. Sinks – Hot & Cold Water
      i. Lighting
      j. Sanitation / Cleanliness
      k. Hand sanitizer behind counter
      l. Plastic gloves
      m. Garbage bags
   k. Attendants arrange and set up cash funds for service to begin.
   l. Merchandise the items appropriate for the time of day. Neatly and uniformly arrange rows of non-perishable items such as:
      ii. AM: Muffins-Croissants-Danish-Bagels-Cereal-Teas-Fruit Squares
      iii. PM: Salsa-Chips-Cookies-Brownies-Beers-Liquor-Soda-Chips
   m. Attendants offer newspaper to Business Class travelers and take their beverage (coffee, soda, water, tea) order and serve. Attendants should check with business class 3 times per trip.
   n. Upon arrival in Boston, attendants need to walk through the aisles and pick up debris from floor, seats, pockets behind the seats, and put into trash bags. Upright seats and straighten head rests. Turn seats in the business class service area of the café car toward direction of travel. Check rest rooms and
FIFTH AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

This Fifth Amendment, dated as of December 10, 2001, is the fifth amendment to the Agreement For The Provision of Rail Passenger Service dated as of December 2, 1996, as amended (the “Agreement”), between National Railroad Passenger Corporation (“Amtrak”) and Northern New England Passenger Rail Authority (the “Authority”).

WHEREAS, the Authority has executed with L.P.M. Holding Company, Inc. (such food service provider or the provider under any subsequent food service agreement being the “Food Service Vendor”) an Agreement for the provision of food and beverage (alcoholic and non-alcoholic) service on the Downeaster trains (the “Food Service”), dated as of October 5, 2001 and may in the future execute similar agreements with the same or another food service provider (such contract from time to time in effect being the “Food Service Contract”); and

WHEREAS, the parties to the Agreement desire to set forth their mutual understanding regarding the provision of Food Service on the Downeaster trains and the parties’ respective roles and interactions with the Food Service Vendor; and

WHEREAS, certain of the activity of the Food Service Vendor will take place at the Authority’s facilities on Thompson’s Point in Portland, Maine for the layover of Downeaster trains (the “Layover Facility”), at the Authority’s train station facilities in Portland (the “Portland Station”) and, to a much more limited extent, at the train station facilities operated by the Massachusetts Bay Transportation Authority at North Station in Boston, Massachusetts (“North Station”); and

WHEREAS, the Food Service Contract requires that the Food Service Vendor’s operations comply with all aspects of the Food Code (the “Food Code”) from time to time promulgated by the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration (the “FDA”) and Amtrak’s “Food Service Sanitation and Public Health Standards” manual as revised October 28, 1997, as it may be amended or superseded from time to time (the “Amtrak Standards”); and
WHEREAS, the Food Service Contract requires that the Food Service Vendor be responsible for cleaning and sanitizing all Food Service areas and equipment in the café car, for picking up newspapers, magazines, food and beverage containers and wrappers in all passenger areas of the train at least at the end of each trip segment and more often as circumstances may warrant, and for ensuring that all garbage and trash associated with the Food Service is collected regularly during each trip, properly bagged, tied and stored at locations on the train approved by the Authority and Amtrak.

NOW, THEREFORE, Amtrak and the Authority agree as follows:

1. **Boarding and Loading.** Amtrak will endeavor to make each Downeaster trainset available (at either the Layover Facility or the Portland Station, as the parties may mutually agree from time to time) for at least thirty (30) minutes for boarding and loading by Food Service personnel during the one and one half hour period preceding each trainset’s morning departure from the Portland Station. The Authority acknowledges, however, that because of operational or mechanical considerations (e.g., late arrival of northbound trains), the full thirty (30) minutes may not always be available.

Amtrak shall work cooperatively with the Food Service Vendor to optimize the arrangements at the Layover Facility or the Portland Station, as the case may be, for boarding, loading and off-loading by Food Service Vendor personnel, with due regard for the safety and efficiency of Amtrak operations, the safety and efficiency of Food Service Vendor operations, and operating costs chargeable (by Amtrak or the Food Service Vendor) to the Authority.

It is the intention of Amtrak and the Authority that all garbage, recyclables or other refuse (collectively “trash”) be off-loaded only in Portland. Nevertheless, Amtrak and the Authority will work cooperatively with the Food Service Vendor in making arrangements for off-loading of trash at North Station in an emergency or when, in Amtrak’s reasonable opinion, such is otherwise necessary.

At the end of the day’s last trip for each Downeaster trainset, Amtrak shall endeavor to afford the Food Service Vendor a period of at least thirty (30) minutes at the Layover Facility for purposes of off-loading trash, food and beverage inventories and other supplies that are not to be stored on such trainset overnight and for purposes of completing clean-up and sanitizing of the Food Service Vendor’s areas on-board the
train. Amtrak may perform other work on or about the trainset during such period. In order to minimize hourly Food Service Vendor payroll costs for its on-board personnel, Amtrak shall endeavor to move such trainset to the Layover Facility within fifteen (15) minutes following its last arrival of the day at the Portland Station.

2. **Amtrak Facilities and Services.**

   A. Amtrak shall endeavor to keep the equipment that is part of the Amtrak-standard equipment installed in the café car (e.g., microwave oven, refrigerator, sink with running water) of each Downeaster trainset (including substitute cars that are deployed while regular Downeaster equipment is being serviced) in good repair and operating condition and in accordance with the Food Code and Amtrak Standards. In the event either the Authority or the Food Service Vendor provides notice (or Amtrak otherwise becomes aware) that any such equipment is not performing satisfactorily or otherwise requires repair, maintenance or replacement, Amtrak will arrange for the requisite repair, maintenance or replacement of such equipment at the earliest practicable time with a view to avoiding or minimizing disruption of Food Service operations or Downeaster operations.

   B. Amtrak shall, at the Authority’s cost, make suitably qualified personnel available, as needed prior to the commencement of Downeaster service and thereafter as necessary, to conduct safety training, emergency preparedness training, and on-board operations instructions for the Food Service Vendor’s personnel. Such training shall consist of instruction conducted on board Amtrak equipment (including emergency evacuation procedures, yard safety at Portland and Boston facilities, and utilization of café car equipment and storage areas) plus a qualification ride on the Downeaster or other Amtrak train, it being understood that such training must be completed by each of the Food Service Vendor’s on-board employees prior to the commencement of such employee’s performance of service on the Downeaster.

   C. Amtrak shall provide for the fumigation of the café car in each Downeaster trainset in accordance with Amtrak’s standards in effect from time to time.

   D. Except for the cleaning services to be performed by the Food Service Vendor as more fully described in the Food Service Contract, Amtrak shall be responsible for cleaning and maintenance of public areas of the Downeaster including
crew seating areas, restrooms and vestibules. The Authority acknowledges that Amtrak generally can perform such cleaning and maintenance only while the equipment is in Portland.

E. Amtrak shall respond promptly to any Food Service Vendor proposal for containers, boxes, racks or other devices, including registers and credit card imprinters, that the Food Service Vendor desires to bring on board the Downeaster. Such proposals shall include sufficient descriptions and specifications as are reasonably necessary for Amtrak’s review.

F. Amtrak shall endeavor to provide a non-powered control unit in each Downeaster trainset with suitable space for receptacles in which closed, leak-proof bags or other similar closed containers containing trash generated by the provision of food service can be stored. The Authority shall provide, and the Food Service Vendor shall maintain and clean, the storage receptacles (provisions for recyclables from time to time being at the option of the Authority in its discretion):

(i) A receptacle for returnable beverage containers.

(ii) A receptacle for recyclable paper.

(iii) A receptacle for garbage (i.e., all trash that does not qualify for (i) or (ii) above).

The foregoing storage receptacles shall be of a design and construction sufficient to permit the storage of the indicated materials through two (2) round trips for that trainset in accordance with the Food Code, the Amtrak Standards and other reasonable requirements of Amtrak (unless the Authority has instituted a procedure for the removal of trash after each round trip, in which case storage capacity need only be enough for one (1) round trip). Trash shall be moved to the non-powered control unit only when the train is laying over in North Station or the Portland Station. For this and other operational efficiencies associated with the Food Service, it is anticipated that the café car and the non-powered control unit will be adjacent to one another in the train consist. Unless the Authority shall make other arrangements with Amtrak or Amtrak’s mechanical contractor at the Layover Facility (which arrangements shall be subject to Amtrak’s reasonable approval), upon each trainset’s arrival at the Layover Facility in Portland (or, at
NNEPRA’s option, at the Portland Station), all bags or other receptacles containing trash generated by the provision of food service shall be removed from the train by the Food Service Vendor and handled in accordance with Exhibit A hereto.

3. **Complimentary Food Services.** In addition to complimentary non-alcoholic beverage service to be provided as a matter of routine to business class passengers, the Food Service Contract contemplates that the Food Service Vendor may be called upon to provide complimentary beverages and/or food in circumstances where there have been train delays or other disruptions that inconvenience *Downeaster* passengers. Because these offerings will be at Authority expense, the Authority will need to retain reasonable control over such passenger services. The parties agree that a protocol shall be developed jointly by the Authority and Amtrak to address the means by which the conductor will be authorized by NNEPRA to instruct the Food Service Vendor to provide any such complimentary service to passengers.

4. **Amtrak Actions.** The Food Service Contract provides that Amtrak shall have the authority to direct certain actions of the Food Service Vendor or, under certain circumstances, to suspend its operations altogether. Relevant provisions of that Contract provide that the train conductors have overall control of *Downeaster* trains and give Amtrak and FDA direct authority with respect to compliance with the Food Code and the Amtrak Standards. All other directions to the Food Service Vendor or actions under the Food Service Contract shall be administered by the Authority. Amtrak shall confer with the Authority prior to taking any action directly with the Food Service Vendor with respect to matters related to compliance with the Food Code or the Amtrak Standards, provided that Amtrak may proceed without such prior consultation in emergency or other exigent circumstances in which such prior consultation is not reasonably practical (in such events, Amtrak shall communicate with the Authority’s representatives concerning Amtrak’s actions by the most expeditious means available in the circumstances).

5. **Communications.** Although the Authority has the primary relationship with and control over the Food Service Vendor, communications on certain matters by Amtrak with the Food Service Vendor, the FDA and other third parties will need to be coordinated with the Authority in the manner contemplated by this section. In general, it is anticipated that Amtrak and the Authority will act cooperatively so that, to the
maximum practical extent consistent with the Food Code, the Amtrak Standards and safe
train operations, each is kept reasonably advised of the actions of the other with respect to
the Food Service on the *Downeaster*, the Food Service Vendor is not subjected to
inconsistent requirements or instructions, and Food Service is available on the
*Downeaster* on a consistent, high quality and efficient basis.

A. Provided that Amtrak has been given the requisite contact
information for the Authority and the Food Service Vendor, as the case may be, Amtrak
will endeavor to provide telephone notice (the telephone numbers to be provided in
accordance with Sections 9 and 10 below) to the Authority’s representative and to the
Food Service Vendor’s designated representatives if:

(i) Food Service Vendor’s personnel are not on a *Downeaster* trainset
at the time appointed for loading of the day’s provisions for that
train;

(ii) during the course of the day, the Food Service Vendor’s
employee(s) on board the *Downeaster* should become ill or
otherwise unable to perform his, her or their duties and such
circumstance has not apparently been communicated by such
personnel to the Food Service Vendor representative and the
Authority; or

(iii) Food Service Vendor’s personnel have taken, or declined to take,
any action(s) that make them unfit to continue to provide food and
beverage service.

B. Amtrak shall provide the Authority with prompt notice of any
written communications that Amtrak receives from the Food Service Vendor that do not
appear on their face to have been communicated to the Authority.

C. Promptly following Amtrak’s receipt thereof, Amtrak shall provide
the Authority with copies of any incident reports prepared by Amtrak personnel on any
*Downeaster* train that relate to the conduct of the Food Service Vendor employees on the
train or the condition of equipment or inventories or supplies on the *Downeaster*, or that
otherwise relate to the provision of Food Service on the *Downeaster*. Amtrak will
instruct its train crews and maintenance contractor to report to Amtrak any conduct of
Food Service Vendor personnel or other circumstances related to the activities of the
Appendix C

Food Service Vendor on board the Downeaster that such Amtrak personnel believe to be inconsistent with the Food Code, the Amtrak Standards, courteous service, or safe operation of the Downeaster.

D. Consistent with Section 4 hereof, Amtrak shall endeavor to communicate approvals, concerns, etc. to the Food Service Vendor through the Authority except that communications involving compliance with the Food Code or the Amtrak Standards may be effected directly with the Food Service Vendor with copies to the Authority concurrently.

E. To the extent permitted by applicable law, promptly following Amtrak’s receipt thereof, Amtrak shall endeavor to provide the Authority copies of any other written communications Amtrak receives from third parties regarding the Food Service Vendor or the provision of Food Services on the Downeaster, including but not limited to any notices from the FDA regarding violations of the Food Code.

6. Promotions. The Authority and/or the Food Service Vendor may display advertisements and conduct promotions, including but not limited to (A) the advertisements and promotions described on Exhibit B, and (B) advertisements and promotions related to food and other products sold or distributed by the Authority or the Food Service Vendor, in display frames, seatbacks and other areas of the train designed for display of advertising, on other displays in the counter area or on the walls of the café car and by means of materials distributed to passengers. All advertising and promotions shall comply with Amtrak’s advertising policy, as then in effect, and shall be subject to Amtrak’s approval with regard to placement and size. Furthermore, Amtrak shall have the right to require that any display materials be removed or modified if in Amtrak’s reasonable judgment such material poses a safety risk, will damage any Amtrak equipment, or will materially interfere with Amtrak personnel in the performance of their duties on board the Downeaster trains. All revenues from such advertising and promotions shall belong to the Authority.

7. Amtrak Crew Purchases. It is understood that Amtrak crew members shall have access to the services and products of the Food Service Vendor at the same prices such products and services are offered to Downeaster passengers; provided,
however, that complementary coffee, tea and bottled water shall be provided to Amtrak’s on-board crews.

8. **Subsequent Food Service Contract.** Amtrak shall have the right, solely with respect to the particular subjects set forth on Exhibit C, to review, comment on and approve any amendment to the Food Service Contract or any subsequent Food Service Contract, which review, comment and approval shall not be unreasonably delayed, conditioned or denied.

9. **Authority Representatives.** The Authority shall designate, by written notice to Amtrak prior to the commencement of service, representatives to whom communications under this Fifth Amendment, whether written or telephonic, shall be addressed (including addresses, phone numbers and pager numbers). Such designations may be changed from time to time by written notice to Amtrak.

10. **Food Service Representatives.** The Authority shall require the Food Service Vendor to designate, by written notice to Amtrak prior to the commencement of service, the Food Service Vendor’s representative for communications from Amtrak (with addresses, phone numbers and pager numbers). Such designations may be changed from time to time by written notice to Amtrak.

11. **Picture Identification.** All Food Service Vendor personnel shall wear a picture identification while in, on, or about trains, stations or layover facilities.

12. **Interpretation.** Terms used in this Fifth Amendment shall have the meanings attributed to them in the Agreement. All provisions of the Agreement, as previously amended, shall remain in effect except to the extent that they may conflict
with the provisions hereof, in which event the provisions of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives in multiple original counterparts.

Attest:

By: [Signature]

Title: Acting Sr. Vice Presid

NATIONAL RAILROAD PASSENGER CORPORATION

By: [Signature]

Title: Executive Director

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

By: [Signature]

Title: Executive Director
Appendix C

Exhibit A

Trash Handling

TRASH HANDLING. The parties envision that trash will be stored on each trainset until it returns to the Layover Facility each evening. In the event that such arrangement presents unacceptable health, safety or operational difficulties, in the reasonable judgment of Amtrak, the Authority will institute a procedure for removing trash at the end of each round trip and the parties shall modify the provisions of this Exhibit A accordingly. The following standards apply:

- Any receptacles used for the storage of trash in a non-powered control unit shall be of sturdy waterproof construction, have a cover, and be easily attached to the inside of such unit. Amtrak recommends that such receptacles have dimensions of approximately 3’ deep by 5’ wide by 4’ high. Each receptacle shall be removed from the non-powered control unit and washed whenever anything is spilled in or on it, and in any event not less than once per week.

- Trash will be removed from the train at the Layover Facility in Portland as expeditiously as possible upon train arrival. Maximum allowable time to perform such removal – 30 minutes.

- All trash from trains will be placed in covered dumpsters which, whenever possible, shall be at least 150 feet from the trainset, but in no instance less than 150 feet from the food service car.

- Trash removal from dumpsters should be scheduled to ensure that the dumpsters do not exceed 75% of capacity, and in any event are emptied not less than once a week.

- Sufficient rodent bait/trap stations must be placed around all trash storage areas to control/monitor rodent activity.

- All trash storage areas must be kept clean, sanitary, and free of debris and liquid runoff.

INSPECTIONS

The success of Amtrak’s Integrated Pest Control Program depends a great deal on the regular and effective use of enhanced inspection procedures to ensure that Amtrak’s sanitation policies and programs are fully and consistently implemented. This includes systematic sanitation and public health pre-departure and train termination inspections, as well as inspections of all train layover and service points. These inspections serve as a measurement of both compliance with the policies and procedures as well as their ongoing suitability and effectiveness.
Appendix C

Exhibit B

Downeaster Sponsorship Opportunities

Supporting Sponsors

- Provide financial support for premium recognition
- Sponsorship Fee: TBD

*Proposed Onboard Benefits*
- Company logo on side of “cabbage car”
- Brochure in seat backs of the cars
- Signage in train
- Use of one car for a r/t excursion to Boston

Safety (Fun Book) Sponsor/Advertising Opportunity

- Official sponsor of Fun Book and related children’s safety activities
- Outside advertising opportunity
- Sponsorship Fee: TBD

*Proposed Onboard Benefits*
- Onboard distribution either free or as retail item

Preferred Suppliers

- Exclusive provider of certain items served or used on-board. Categories may include Alcoholic/Non-Alcoholic beverages, Dairy or Bakery Products, etc.
- Sponsorship Fees: TBD

*Proposed Onboard Benefits*
- Exclusive use of that product on board
- Logo and brand recognition in menus & posted items
- Ability to track through bounce-backs/special offers promoted on trains and in station areas
Appendix C

Exhibit C

Food Service Contract Approval Topics

1. Compliance with Food Code and Amtrak Standards, and remedies in the event of violations.

2. Vendor-supplied equipment, Amtrak-supplied equipment and any modifications permitted to Amtrak-supplied equipment or train cars.

3. Training and security related to on-board Vendor personnel.

4. Conductor’s general control of train operations.

5. Insurance, additional insured status and indemnification for Amtrak and Railroads.

6. Compliance with applicable laws, regulations, licenses, and Amtrak safety requirements.
Appendix D

Federal Grant Compliance Requirements

Offeror (referred to in this Addendum A as “Contractor”) further agrees with NNEPRA (referred to in this Addendum A as the “Authority”) to comply with the following, to the extent applicable to Contractor. The parties agree that this Appendix E is not intended to enlarge or increase the applicability of any federal requirements to Contractor beyond those requirements that arise under federal law, regulation or the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, as the same is amended from time to time by FTA, presently published at:

http://www.fta.dot.gov/documents/12-Master.doc

(the "Master Agreement") by virtue of Contractor’s participation in the Project.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

No Government Obligation to Third Parties - Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to such Agreement, and shall not be subject to any obligations or liabilities to Contractor or any contractor or other parties in connection with the Agreement, the station or the project.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprise** - The Authority has adopted a Disadvantaged Business Enterprise and Women’s Business Enterprise Policy in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 23). This Policy provides that Disadvantaged Business Enterprises (“DBEs”) and Women’s Business Enterprises (“WBEs”) will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority’s construction, procurement and professional service activities. Contractor agrees to comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and current U.S. DOT regulations on DBE and WBE participation in U.S. DOT financial assistance programs, at 49 C.F.R. Part 23 or at another Part if re-issued, and any other requirements or guidance FTA may issue. Contractor agrees to take all necessary and reasonable steps required by U.S. DOT regulations to ensure that eligible DBEs and WBE’s have the maximum feasible opportunity to participate in third-party subcontracts procured in connection with the Project.

**ADA Access** - To the extent applicable to the services to be performed by Contractor hereunder, Contractor agrees to comply with all applicable employment and accessibility requirements of

(i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;


(ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(xi) Any implementing requirements FTA may issue.

Energy Conservation - To the extent applicable to the services to be performed by Contractor hereunder, Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.
**Program Fraud** - Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT Regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions hereunder. Accordingly, by signing the Agreement, Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes false, fictitious or fraudulent claims, statements, submissions, assurances, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the Federal Government deems appropriate.

Contractor recognizes that if Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable federal law to the extent the Federal Government deems appropriate.

**Access to Records** - Contractor agrees that U.S. DOT may, at least annually and more frequently in its discretion, conduct (or require the Authority conduct) reviews and audits as U.S. DOT deems appropriate, pursuant to the provisions of 49 U.S.C. § 5307(i) and applicable regulations or guidelines issued thereunder. To the extent applicable, within 90 days of project completion, Contractor agrees to have performed the financial and compliance audits required by the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with OMB Circular A-133 and any further revision or supplement thereto. Contractor also agrees to obtain any other audits required by the Federal Government, whether before or after Project closeout.

*(gg)* Contractor agrees as follows:

(i) at a minimum, Contractor agrees to provide the Authority and the FTA those reports required by federal laws, regulations, and directives, the Grant Agreement for this Project, U.S. DOT’s Grant Management Rules and any other reports the Federal Government may require;

(ii) Contractor agrees, that during the course of the performance of work hereunder and for three years thereafter, Contractor will maintain intact and readily accessible all data, documents, reports, records, contracts and supporting materials relating to the performance of work hereunder as the Federal Government may require for the applicable project;

(iii) upon request, Contractor agrees to permit the Secretary of Transportation and the Comptroller General of the United States or their authorized representatives, and, to the extent appropriate, the State, or its authorized representatives, to inspect all work, materials, payrolls and other data and to audit the books, records and accounts of Contractor and its subcontractors pertaining to any work performed hereunder; and
in accordance with 49 U.S.C. § 5325(g), Contractor agrees to require each third-party subcontractor (regardless of tier), to permit the Secretary of Transportation of the Comptroller General of United States, or the duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving third-party subcontractors and to audit the books, records, and accounts involving that third-party subcontractor as it affects the work performed hereunder.

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

**Termination Provisions** - The Authority shall have the right to terminate the Agreement for convenience, in accordance with 49 C.F.R. § 1836(i)(2). Any termination for convenience by the Authority shall not excuse the Authority’s obligations under the Agreement arising prior to the effective date of such termination.

Contractor recognizes and agrees that the FTA may suspend or terminate the Project for various reasons set forth in the Master Agreement at Section 11, that such termination may act to cancel or invalidate certain obligations incurred by FTA prior to the termination date, and that such Termination may act to relieve the Authority of such obligations as well.

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Suspension and Debarment** – To the extent applicable, Contractor agrees to comply and assures compliance by each of its third-party contractors and any subrecipients at any tier with the requirements of Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT Regulations on Debarment and Suspension at 49 C.F.R. Part 29. Prior to the execution of this Agreement, Contractor has provided and hereafter upon notice from the Authority, Contractor will provide, to the Authority a Debarment and Suspension Certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any federal department or agency as more fully described in 49 C.F.R. Part 29. Contractor agrees to refrain from awarding or allowing the award of any contract or subcontract of any amount at any tier to a party included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” implementing Executive Orders Nos. 12549 and 12689, “Debarment and Suspension” and 49 C.F.R. Part 29, and agrees to obtain a similar Debarment and Suspension Certification from any third-party contractor or any subrecipient at any tier seeking a contract connected to this Agreement or the
Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained pursuant to Paragraph (ii) hereof. Contractor shall include the requirements of this subsection in any third-party contract (at any tier), and shall require all contractors at any tier to extend applicable requirements of this section to all subcontractors at any tier.

**Lobbying** – To the extent applicable, Contractor agrees that it will not use Federal assistance funds received from the Authority to support lobbying or to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project (“Lobbying”), and it will comply with applicable requirements of U.S. DOT regulations “New Restrictions on Lobbying,” 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from the Authority Contractor will provide, to the Authority (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor’s statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a contractor or any subrecipient and require such contractors or subrecipients to extend applicable requirements to all subcontractors at any tier in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

**Resolution of Dispute, Breach or Other Litigation** - FTA and the Authority have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally-assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FTA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FTA and the Authority of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government
or the Authority as a party to litigation for any reason, in any forum, Contractor agrees to inform
the FTA and/or the Authority, as applicable, before doing so. The Federal Government retains
the right to a proportionate share, based on the percentage of the Federal share committed to the
Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at
issue contains a liquidated damages provision, Contractor agrees to credit any liquidated
damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or the Authority to comply with any of its
obligations contained in the Agreement and the continuation of such failure for a period of thirty
(30) days after receipt of notice thereof from the other party, the other party shall have the right,
at its option, to declare a default. Upon giving the party in default an additional notice of thirty
(30) days and an opportunity to cure the default, the party not in default may terminate the
Agreement. The rights to terminate shall be in addition to the other rights and remedies provided
hereunder as well as those available, at law or in equity, including claims for money damages
and specific performance, which remedies will be cumulative.

**Contract Work Hours & Safety Standards Act** - To the extent applicable to Contractor,
Contractor agrees and assures compliance by each third party contractor or subcontractor at any
tier, where applicable, with the employee protection requirements for nonconstruction employee
of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in
particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and
Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to
Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29
C.F.R. Part 5. Contractor shall include the requirement of this subsection in any third-party
subcontract, at any tier, for the performance of work in connection with the Project.
Appendix D (2)

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Bid No.: 2017-001

Description: FOOD SERVICE ON DAILY DOWNEASTER TRAINS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _______________________________________________________________________________________, hereby (name of authorized official) certify on behalf of _______________________________________________________________________ that:

(name of firm)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ______________ day of _______________________, 200__.

COMPANY NAME

______________________________________________________________________________

By: __________________________________________________________________________

Its __________________________________________________________________________
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<td>b. grant</td>
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<td>c. cooperative agreement</td>
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<tr>
<th>4. Name and address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tr>
<td>Prime</td>
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<td>Subawardee Tier ____, if known:</td>
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<td>Congressional District, if known:</td>
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<th>7. Federal Program Name/Description:</th>
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<td>CFDA Number, if applicable:</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<th>10. a. Name and Address of Lobbying Registrant: (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
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<tbody>
<tr>
<td>Signature: ___________________________</td>
<td>Print Name: ___________________________</td>
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<tr>
<td>Print Name: ___________________________</td>
<td>Title: _______________________________</td>
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<td>Telephone No.: ________________________</td>
<td>Telephone No.: ________________________</td>
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<td>Date: ________________________________</td>
<td>Date: ________________________________</td>
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16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material...
change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
Appendix D (3)

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Bid: 2017-001

Description: FOOD SERVICE ON DAILY DOWNEASTER TRAINS

CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD PARTY CONTRACTOR) REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Potential Contractor _________________________________, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.

5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the potential Contractor shall provide the same updated notice to the potential Contractor and the potential Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

THE POTENTIAL CONTRACTOR, _________________________________, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

____________________________________
(Company Name)

DATE:___________________

By:__________________________________

Its __________________________________
## DOWNEASTER MONTHLY RIDERSHIP HISTORY

Based on Daily Report Ridership Numbers Prior to October 2013

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<td>54,628</td>
<td>51,974</td>
<td>46,215</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>25,023</td>
<td>25,450</td>
<td>31,984</td>
<td>36,288</td>
<td>32,147</td>
<td>34,296</td>
<td>38,359</td>
<td>42,278</td>
<td>43,254</td>
<td>44,511</td>
<td>40,622</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>24,968</td>
<td>24,407</td>
<td>31,510</td>
<td>36,935</td>
<td>34,829</td>
<td>35,718</td>
<td>36,591</td>
<td>37,802</td>
<td>45,556</td>
<td>41,647</td>
<td>41,868</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>23,696</td>
<td>25,915</td>
<td>30,895</td>
<td>33,941</td>
<td>31,752</td>
<td>34,386</td>
<td>35,503</td>
<td>41,929</td>
<td>44,725</td>
<td>35,172</td>
<td>39,588</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>22,897</td>
<td>25,038</td>
<td>30,407</td>
<td>22,740</td>
<td>29,768</td>
<td>35,572</td>
<td>35,176</td>
<td>38,689</td>
<td>41,044</td>
<td>36,571</td>
<td>38,010</td>
<td></td>
</tr>
</tbody>
</table>
## Appendices

There is a Downeaster Café on every train. Dine at one of the Café tables or take food back to your seat to enjoy on your personal fold-down tray. Ask your conductor or train host how to get to the Café.

### Breakfast

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresh Fruit Cup</td>
<td>$3.25</td>
</tr>
<tr>
<td>Muffin/Scone/Cinnamon Roll</td>
<td>2.25</td>
</tr>
<tr>
<td>Bagel with Cream Cheese</td>
<td>2.50</td>
</tr>
<tr>
<td>Breakfast Sandwich</td>
<td>3.75</td>
</tr>
<tr>
<td>Chobani Yogurt</td>
<td>2.50</td>
</tr>
<tr>
<td>Cereal with Milk</td>
<td>2.50</td>
</tr>
<tr>
<td>Grandy Oats Oatmeal</td>
<td>3.50</td>
</tr>
</tbody>
</table>

### Light Meals

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Dog</td>
<td>$3.75</td>
</tr>
<tr>
<td>Cheeseburger</td>
<td>5.00</td>
</tr>
<tr>
<td>Amato’s Sandwiches</td>
<td>5.00-6.75</td>
</tr>
<tr>
<td>Breaded Chicken Sandwich</td>
<td>4.75</td>
</tr>
<tr>
<td>Assorted Sandwiches</td>
<td>6.00</td>
</tr>
<tr>
<td>Assorted Salads</td>
<td>5.00</td>
</tr>
<tr>
<td>Legal Sea Foods Clam Chowder</td>
<td>5.25</td>
</tr>
<tr>
<td>Soup of the Day</td>
<td>4.25</td>
</tr>
<tr>
<td>Hummus and Crackers</td>
<td>2.75</td>
</tr>
<tr>
<td>Vegetable Medley with Dip</td>
<td>3.50</td>
</tr>
<tr>
<td>Healthy Life Mixes</td>
<td>2.50-3.00</td>
</tr>
</tbody>
</table>

### Snacks & Desserts

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assorted Chips/Pretzels</td>
<td>$1.25-1.75</td>
</tr>
<tr>
<td>Snack Crackers</td>
<td>1.00</td>
</tr>
<tr>
<td>Hot Popcorn</td>
<td>2.00</td>
</tr>
<tr>
<td>Cookies</td>
<td>2.00</td>
</tr>
<tr>
<td>M Squire Mountain Tub Cheese &amp; Crackers</td>
<td>4.25</td>
</tr>
<tr>
<td>M Wicked Whoopie Pies</td>
<td>2.75</td>
</tr>
<tr>
<td>Candy Bars</td>
<td>1.50</td>
</tr>
<tr>
<td>Chips &amp; Salsa</td>
<td>2.25</td>
</tr>
<tr>
<td>Chips &amp; Nacho Cheese</td>
<td>2.50</td>
</tr>
<tr>
<td>M Wilbur’s of Maine Candies</td>
<td>2.50-3.55</td>
</tr>
</tbody>
</table>

### Beverages

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coffee</td>
<td>$1.75-2.00</td>
</tr>
<tr>
<td>Tea &amp; Hot Chocolate</td>
<td>1.50</td>
</tr>
<tr>
<td>M Oakhurst Milk/Chocolate</td>
<td>1.00-1.25</td>
</tr>
<tr>
<td>M Capt’n Eli’s Soda</td>
<td>2.25</td>
</tr>
<tr>
<td>M Green Bee Soda</td>
<td>2.50</td>
</tr>
<tr>
<td>Canned Soda</td>
<td>1.50</td>
</tr>
<tr>
<td>Iced Tea</td>
<td>2.00</td>
</tr>
<tr>
<td>Juice</td>
<td>2.25-2.50</td>
</tr>
<tr>
<td>M Downeaster Bottled Water</td>
<td>2.00</td>
</tr>
<tr>
<td>Red Bull</td>
<td>3.50</td>
</tr>
</tbody>
</table>

### From the Bar

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bud, Bud Light, Coors</td>
<td>$5.00</td>
</tr>
<tr>
<td>M Craft Beers</td>
<td>6.00</td>
</tr>
<tr>
<td>Wine</td>
<td>6.00</td>
</tr>
<tr>
<td>Champagne</td>
<td>6.75</td>
</tr>
<tr>
<td>Liquor/Mixed Drinks</td>
<td>6.75</td>
</tr>
</tbody>
</table>

Made in Maine menu items.