

**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
30th STREET STATION, 2955 MARKET STREET
PHILADELPHIA, PA 19104**

REQUEST FOR PROPOSAL (“RFP”)

CONTRACTING AGENT: Christopher Angelone
TELEPHONE NUMBER: 215-349-3954
E-MAIL ADDRESS: christopher.angelone@amtrak.com

RFP NUMBER: X 042 18030 (WS265550)
DATED: January 30, 2018
CLOSE DATE: March 30, 2018
REVISION NUMBER: 0

TO: ALL OFFERORS

YOU ARE INVITED TO SUBMIT A PROPOSAL TO PERFORM THE WORK DESCRIBED HEREIN. ALL PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY VIA THE ARIBA ACE SYSTEM, IN ACCORDANCE WITH SYSTEM INSTRUCTIONS. **Ariba Sourcing Event # Doc717567**

PROPOSALS MUST BE RECEIVED ELECTRONICALLY BY AMTRAK NO LATER THAN 2:00 P.M. (EASTERN TIME) ON THE CLOSE DATE SPECIFIED ABOVE.

*IF YOU DECLINE TO SUBMIT A PROPOSAL, RETURN THIS PAGE AND INDICATE BELOW YOUR FIRM’S NAME AND THE REASON FOR DECLINING. OTHERWISE, YOU MAY NOT BE INVITED TO PARTICIPATE IN FUTURE SOLICITATIONS.

INSTRUCTIONS CONCERNING THIS RFP ARE SET FORTH IN THE FOLLOWING PAGES.

THIS IS NOT AN ORDER OR A CONTRACT

<p>* _____ HEREBY DECLINES TO SUBMIT A PROPOSAL IN RESPONSE TO THE ABOVE-REFERENCED RFP.</p> <p>REASON: [USE ADDITIONAL SHEET IF NECESSARY]</p> <p>SIGNATURE: _____ DATE: _____</p>	<p style="text-align: center;">NATIONAL RAILROAD PASSENGER CORPORATION</p> <p>ISSUED BY: CHRISTOPHER ANGELONE DATE: JANUARY 30, 2018</p>
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REQUEST FOR PROPOSAL - INSTRUCTIONS TO OFFERORS

Compliance with Terms of Solicitation Documents

As a condition of award, Offerors are expected to accept and comply with all of the terms of the Solicitation Documents listed in Section 24 hereof. Any Offeror who is compelled to take exception to any terms of the Solicitation Documents must do so by forwarding a request for change or modification in writing to the Contracting Agent identified on page 1 of this RFP no later than **2:00 PM Eastern Time on Thursday, March 1, 2018**. Any such request for change or modification must state: (a) the document, section, and exact provision; (b) an explanation of why the change or modification is being requested; and (c) the exact language change or modification the Offeror is requesting. Amtrak, in its sole and absolute discretion, may or may not agree to make any changes or modifications requested by any Offeror. Any changes or modifications that Amtrak agrees to make will be communicated by Amtrak to all Offerors in the form of an amendment to this Solicitation. **Thereafter, no further changes to the Solicitation Documents, including the General Provisions, will be considered and any Proposal that includes an exception to the terms of the Solicitation Documents (as modified) may, in Amtrak's sole discretion, be deemed non-responsive and the Offeror may be disqualified from participation in the Solicitation.**

1. Statement of Purpose

This Solicitation is a Request For Proposal ("RFP"), which ultimately may result in the establishment of a contract between Amtrak and an Offeror. The work to be performed under the contract ("Work") involves **providing construction services for mechanical / electrical rehabilitation of the Livingston Avenue Bridge (LAB), and all associated Work as described in the Specifications, Drawings, and Solicitation Documents.** All Work is to be performed in accordance with the documents listed in Section 24 hereof ("Solicitation Documents").

2. Questions Concerning Solicitation

Any Offeror with questions concerning this Solicitation must forward the questions to Amtrak in writing no later than **2:00 PM Eastern Time on Thursday, March 1, 2018**. **Questions relating to all aspects of this Solicitation should be directed only to the Contracting Agent identified on page 1 of this RFP.** Any discussions regarding this Solicitation between Offeror and any employee or representative of Amtrak other than such Contracting Agent, may result in Offeror's disqualification from participation in this Solicitation. Oral explanations or instructions given before the award of a contract will not be binding. Any substantive new information concerning this Solicitation will be communicated by Amtrak to all Offerors in the form of an amendment to this Solicitation.

3. Proposal Acceptance Period

Amtrak may consider any Proposal non-responsive and may reject such Proposal if it provides less than **120** calendar days from the Close Date for Amtrak to accept the Proposal.

4. Withdrawal of Proposals

Offeror may withdraw its Proposal by written notice, at any time prior to the Close Date.

5. Period of Performance

Offeror agrees, if awarded a contract, to commence the Work within ten (10) calendar days from the date of the Notice to Proceed (“NTP”) and to achieve Final Completion (as defined in the General Provisions) within four hundred thirty five (435) calendar days (14 months) from NTP.

The project will be a 2 phased contract with Phase I being the procurement of the identified long lead material and Phase II being the mobilization and replacement/rehabilitation per the contract documents. This work must be completed between the months of November 2018 thru March 2019 with a 60-day channel shut-down permit in coordination with the USCG.

*Projected Milestones**

1. Phase I NTP, Long lead procurement, shop drawings, and shop testing planning begins – April 2018
2. Phase II NTP given, shop drawing submittals complete, and shop testing begins – October 2018
3. Site work plan submitted for review and approval to Amtrak – August 2018
4. Site work plan and permit applications submitted to USCG, including crane and barge placement by September 2018
5. Site work to begin sometime between November 2018 and March 2019, in coordination with USCG
6. Major site work to be finished and bridge back in service by April 15, 2018
7. Work on access walkway, punch list items if needed – May / June 2018

* The above are projective milestones and subject to change.

6. Pre-Proposal Conference and Site Visit

All Offerors are **required** to attend a mandatory pre-proposal conference and site visit. The pre-proposal conference is scheduled for 9:00 AM Eastern Time on, Thursday, February 15, 2018. The location will be Amtrak’s Albany/Rensselaer Maintenance Facility (Building 103) 675 Broadway Rensselaer, NY 12144. If directions are needed, please contact the Contracting Agent identified on page 1 hereof. A site visit on-site (LAB) will follow after.

Each Offeror is limited to two representatives at the site visit. Anyone intending to participate in the site visit must furnish his/her own hard hat, safety shoes and safety glasses. Representatives not possessing the required safety equipment will be prohibited from attending the site visit. Offerors must provide their own transportation to and from the site.

7. Post Award/Pre-Performance Conference

If a contract is awarded, a post award/pre-performance conference will be held at a date, time and location to be determined. A duly authorized representative of the successful Offeror is required to attend this conference.

8. Technical and Price Proposals

In order for Offeror's Proposal to be considered, Offeror must sign and submit Amtrak's Proposal Form acknowledging Offeror's agreement to accept and be bound by the terms of Amtrak's Solicitation Documents. **Offeror shall submit its Proposal in two parts: Technical and Price.**

A. Technical Proposal Requirements: In order for Offeror's Technical Proposal to be considered, Offeror must:

Provide a Technical Proposal which describes the Offeror's ability to perform the Construction Services to complete the Work, in accordance with the Solicitation Documents; provide a detailed narrative response against each Proposal Evaluation Criteria specified below, outlining your firm's specific qualifications, experience and approach to perform the Work. Include the following sections as part of your Technical Proposal:

(1) Project Understanding / Technical Approach / Schedule

The Offeror shall specifically:

- Describe their understanding of the project requirements, and their specific work tasks to assure performance of the work in accordance with the requirements outlined in the Specifications.
- Describe their technical approach with regard to their performance of the work in accordance with the Specifications and Schedule.
- Describe potential ideas and solutions to demonstrate that sufficient thought was given to how they intend to perform the work and any opportunities to improve design or save costs.
- Include a detailed narrative that specifically describes understanding of the scope of work and the project requirements
- Provide a well-reasoned approach to performing the work given the constraints including, but not limited to, restricted working, laydown and storage space, channel usage, train schedules, track outages, barge usage, etc.
- Describe the ability to do the work during the channel navigation outages.

(2) Qualifications of the Firm

The Offeror shall demonstrate a successful record in the following areas:

- Describe overall construction capabilities by identifying the General Contractor's construction experience and success in similar type projects in the last five to ten years. List current contact name and telephone number for each project. (By submitting a Proposal, Offeror consents to Amtrak contacting such client for its assessment of Offeror's performance.)
 - Include a list of no less than 5 projects of comparable type, size and complexity completed in the last ten years.
 - Also include a brief description of the Contractor's role in each comparable project; 2) the total construction cost for the project; 3) type, number and cost of change orders; and 4) original project schedule and conformance with targeted date for final completion.
- Detail Comparable GC project experience demonstrating ability to perform within approved budgets & schedules.
- Elaborate on firm size, capacity and capability in relation to the work to be performed, in light of other work in progress and future commitments (i.e., does firm possess / have available, the management, professional, technical expertise, and rank & file personnel & physical plant & equipment to perform the work).
- Subcontracting: Provide a listing, broken down by type or class of work, which identifies work anticipated to be subcontracted, for individual subcontracts totaling 10% or more of the total contract amount.
- Elaborate on how your firm has capability and resources necessary to complete this project on time and on budget.

(3) Project Management / Execution Plan

The Offeror shall provide a detailed Project Management / Execution Plan which details the proposed staffing plan and methods and approach to organize, directly administer and manage the project. The plan should at a minimum include the following detail:

- Staffing Plan to include a listing of key management personnel* required by the General Provisions (GPs) for Construction Contracts, proposed for the project with specific project responsibilities, a description of their relevant past project experience and resume.
- Proposed GC Organization Chart to include:
 - *Full Time Project Manager / Superintendent & staff (RE: GP Sect. 6.0).
 - *Full Time CQC Representative & staff (RE: GP Sect. 72.0).
 - Scheduler (RE: GP Sect.14.0).
 - Safety Engineer (RE: GP Sect.61.0).

- In addition:
 - Describe GC Project Participation (work to be performed with own forces)
 - Describe CPM scheduling activity and work sequencing activities, specifically during the channel navigation.
 - Describe GC Safety Procedures / Interface with Amtrak.
 - Provide written QA/QC procedure and summarize
 - Describe Scope, Cost and Schedule Control Procedures.
 - Describe Document Control Procedures (required contract submittals).

B. Price Proposal Requirements: In order for its Price Proposal to be considered, Offeror must:

1. Submit a Price Proposal referencing the RFP Number. Offeror's Price Proposal is to be submitted on Amtrak's Proposal Form and Pricing Schedule, copies of which are enclosed. Please also include an excel version of the Pricing Schedule.
2. Submit the Price Proposal on a **firm fixed price basis**. It is to include all costs of supervision, labor, materials, equipment, tools, supplies, equipment, insurance, bonds and any other items necessary to accomplish the Work.
3. Provide projected cash flow (payment) schedule for the complete project.
4. **Execute and return to Amtrak those Solicitation Documents identified with an asterisk in Section 24 hereof. These documents must be contained in the Price Proposal package only.**

9. Anti-Competitive Practices

Offerors shall not conspire to restrict competition or otherwise engage in anti-competitive practices. If any Offerors violate this requirement, the Proposals of such Offerors shall be rejected and such Offerors may be disqualified from participation in future Amtrak solicitations.

10. Tax Exemption

Pursuant to 49 U.S.C. § 24301(l), Amtrak is exempt, to the same extent that the U.S. Government is exempt, from all state and local taxes, surcharges or fees. The prices or rates stated in Offeror's Price Proposal should not include any state or local taxes, surcharges or fees on Amtrak in connection with this transaction and should include all other applicable taxes for which Offeror is liable.

11. Permits and Fees

Amtrak is exempt from permit fees assessed by local jurisdictions for work performed in connection with the construction of any project undertaken by or for the benefit of Amtrak. Amtrak is exempt to the same extent as the U.S. Government from state and local building, zoning, subdivisions and similar laws, including those requiring permits and approvals. While Amtrak reserves its right to contest the jurisdiction of a regulatory agency seeking to impose permitting requirements, Amtrak nevertheless seeks to comply with most local codes applicable to such projects.

For purposes of your Proposal, please identify what specific permit fees and costs would apply to this project **if** Amtrak had no such (permit fee) exemption. Please list type of permit, the fee amount and the jurisdiction imposing the fee. Do not include such fees anywhere else in your Proposal.

12. Costs

All costs incurred by Offeror in developing, preparing and submitting a Proposal shall be borne by Offeror. Amtrak shall not be liable for any such costs, regardless of whether the Proposal is accepted or rejected or whether Amtrak chooses to make no award. In no event shall Offeror have any claim against Amtrak, or its directors, officers, employees or agents arising out of, relating to, or in any way connected with the RFP.

13. Examination of Solicitation Documents; Knowledge of Site Conditions

Before submitting a Proposal, Offeror shall: (a) carefully examine and read all Solicitation Documents, and (b) fully inform itself as to all existing site conditions and limitations under which the Work is to be performed including, but not limited to: 1) the configuration of the site; 2) climatic, environmental, topographic, ground surface and subsoil, hydrological and physical conditions at the site; 3) availability and quality of labor and utilities necessary to perform the Work; 4) risk of injury or damage to property adjacent to the site; 5) access to and through the site including any accommodation Offeror may require or must take in order to accommodate access by others during performance of the Work; 6) times and methods of performing the Work necessary to comply with all applicable laws and to prevent causing any nuisance or interference with the property rights of third parties; 7) disposal, handling and storage of materials; and 8) equipment and facilities needed preliminary to and during performance of the Work. No allowance will be made to Offeror because of lack of such examination or knowledge. An Offeror's submission of a Proposal is such Offeror's acknowledgement that it accepts the terms of all Solicitation Documents (as may be modified by Amtrak by issuance of an amendment prior to the Close Date) and that it is aware of all existing site conditions and limitations under which the Work is to be performed.

14. Work To Be Performed At Existing Facility

Offeror understands that the Work is to be performed at or in connection with an existing facility and that Amtrak shall continue operation of such facility while the Work is being performed.

Offeror agrees to conduct the Work so as to cause no (or minimal) interference with the facility or Amtrak's operation thereof. Offeror shall allow public access to the facility and is responsible for ensuring that it does not create any safety risks to the public.

15. Confidentiality

All information furnished by Amtrak to Offeror in connection with this Solicitation, including any activities or disclosures prior to contract execution, shall be treated by Offeror as confidential information of Amtrak. Offeror agrees that it will not, without the prior written consent of Amtrak, disclose any such information to any third party, except as may be necessary for the preparation of Offeror's Proposal. (In such case, Offeror must obtain the written consent of the third party to be bound by this Confidentiality provision prior to Offeror giving such information to the third party.) In addition, Offeror may not advertise or publish the fact that Offeror has been asked to submit a Proposal in response to this RFP.

16. Award Criteria

Amtrak will review the Technical and Price Proposals to determine the completeness of both and Offeror's ability to perform the Work in accordance with all Solicitation Documents. The Proposals will be evaluated based on the following factors, listed in descending order of importance:

- **Project Understanding / Technical Approach / Schedule**
- **Qualifications of the Firm**
- **Project Management / Execution Plan**
- **Pricing**

Although price is a factor in evaluating the Proposals, submitting the low price does not necessarily mean that such Offeror will be awarded a contract.

17. Award of Contract

Award of a contract, if any, will be made to that qualified responsive, responsible Offeror whose overall Proposal is, in Amtrak's sole judgment, most favorable to Amtrak. Amtrak reserves the right: a) to award a contract to a qualified Offeror without discussion of the Proposals; b) to waive informalities or minor irregularities in the Proposals or in the solicitation process; c) to reject any and/or all Proposals; d) to cancel the entire Solicitation; and e) to negotiate any component of a Proposal with an Offeror.

NOTE: If Offeror takes exception to any of the terms of the Solicitation Documents (as may be modified by Amtrak by issuance of an amendment prior to the Close Date), its Proposal may be considered non-responsive.

18. Insurance

Within 10 calendar days after the Notice of Award is issued and prior to issuance of the NTP, the successful Offeror shall deliver to Amtrak a certificate evidencing the insurance coverages specified in Section 69 of the General Provisions. Failure to furnish the certificate within the time specified herein may result in the cancellation of the Notice of Award and Offeror being liable to Amtrak for any costs of reprocurring the Work which exceed the amount of the contract.

19. Bonds

Bid Guarantee: Offeror shall submit with its Proposal a bid guarantee consisting of an **AIA Form A310** bid bond or other security acceptable to Amtrak, such as a postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. The amount of the bid bond or guarantee shall equal twenty percent (20%) of the Price Proposal or \$3,000,000, whichever is less. Computation of the amount of bid guarantee shall be based on the highest price under which an award may be made, including any combination of items (e.g., option priced items) and alternatives.

Failure to furnish a bid guarantee, in the proper form and amount, by the Close Date may be cause for rejection of the Offeror's Proposal. Bid guarantees, other than bid bonds, will be returned: a) to unsuccessful Offerors as soon as practicable after the opening of Proposals; and b) to the successful Offeror upon execution of such further contractual documents and bonds as may be required by the resulting contract.

Performance and Payment Bonds: Within 10 calendar days after the Notice of Award is issued and prior to issuance of the NTP, the successful Offeror shall execute and submit to Amtrak the following: a) a performance bond (**AIA Form A312**) naming Amtrak as obligee in an amount equal to one hundred percent (100%) of the Contract Price, and b) a payment bond (**AIA Form A312**) naming Amtrak as obligee in an amount equal to one hundred percent (100%) of the Contract Price.

Failure to furnish the performance and payment bonds within the time period specified herein may result in the cancellation of the Notice of Award and Offeror being liable to Amtrak for any costs of reprocurring the Work which exceed the amount of the Contract.

All bonds are to be secured with a good and sufficient United States surety(ies) acceptable to Amtrak, registered in the U.S. Department of Treasury's Circular TD 570, licensed to do business in all states in which the Work is performed, and carrying a financial rating from A.M. Best Company's Key Rating Guide of A VIII or better.

20. Unbalanced Price Proposals

Amtrak may determine that a Price Proposal is unacceptable if the prices are materially unbalanced either between the lines and optional items and/or between optional items. A Price Proposal is materially unbalanced when it is based on prices significantly overstated in relation

to the cost for other work, and if there is a reasonable doubt that the Price Proposal will result in the lowest overall cost to Amtrak, even though it may be the lowest Price Proposal.

21. Pre-Qualification Certification Letter (Already completed during LOI period)

Offeror should submit a Pre-Qualification Certification Letter with its Proposal certifying that the information in the pre-qualification package previously provided to Amtrak remains unchanged. The Certification is to be submitted on Amtrak's Certification Form, a copy of which is enclosed herewith. Note: in the event that any material changes have occurred, including a change in Offeror's financial situation or bonding limitation, Offeror must resubmit those sections of the pre-qualification package, highlighting the changes.

22. Restriction on Services Performed Outside of the United States

Amtrak is prohibited from contracting to have services provided at or from any location outside the United States if such services were, as of July 1, 2006, performed by a full-time or part-time Amtrak employee whose base of employment was located within the United States. Accordingly, all Offerors must ensure that their Proposals do not include the performance of such non-domestic services. Any questions concerning this requirement should be directed to the Contracting Agent by the date set forth in Section 2 hereof.

23. JOINT VENTURE

If Offeror is a Joint Venture, the following joint venture provision is applicable. Should this RFP result in an award to the Joint Venture Offeror, this joint venture provision will be incorporated into the resulting Contract:

JOINT VENTURE PROVISION

The Contractor hereunder shall be comprised of each of the two or more parties participating in the Joint Venture (individually or collectively, referred to as the "Contractor") each of which separately represents and warrants that each shall be jointly and separately liable for the performance of the Contract in accordance with the terms and conditions hereunder. Each of the undersigned Contractor parties shall be liable for the others' acts or omissions arising out of, or in any degree directly or indirectly caused by, or resulting from materials, products or equipment supplied by, or from activities of, or services performed by, any Contractor party, or any party's officers, employees, agents, servants, subcontractors, or any other person acting for or with the permission of any party.

Dissolution or termination of the relationship between the undersigned Contractor parties shall not relieve any Contractor party of its obligations or duties hereunder. In the absence of any specific limitation of authority, each Contractor party shall act as the agent of the others with full and complete authority to bind the others with respect to any and all transactions arising out of performance under the Contract. Compensation paid by Amtrak to one of the undersigned Contractor parties for services shall discharge Amtrak's obligations for payment to the other parties for the same services.

24. Solicitation Documents

The Solicitation Documents are listed below. **Documents marked with an asterisk (*) are to be duly executed by Offeror and submitted with Offeror's Price Proposal.**

- A. This Request for Proposal, including Instructions to Offerors, 11 pages, dated 10/12/2012.
- *B. Pricing
 - B1. Construction Services Proposal Form 1 page, dated 05/09/10
 - B2. Pricing Schedule, 3 pages, 01/30/2018.
- C. Specifications / Supplements
 - C1. Livingston Avenue Bridge (Movable Portion Rehabilitation), 258, dated September 2017 (Revised January 2018).
 - C2. Schedule of Values, 2 pages.
- D. Drawings / Plan Set, 88 pages.
- *E. Representations and Certifications, 1 pages, dated 10/14/10.
- F. General Provisions for Construction Contracts, 77 pages, dated 10/07/2014.
- G. Supplementary Provisions
 - G1. Supplementary General Provisions for Construction Contracts, 8 pages including certifications from last two pages, dated 20170609.
 - *Certification Regarding Lobbying.
 - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
 - *G2. Buy American Certifications
 - *G3. Certification Regards Conflict of Interest
 - G4. New York State Contract Requirements, 10 pages.
- *H. Bid Bond, AIA Form A310 or other permissible bid guarantee, 1 page.
- I. Performance Bond & Payment Bond, AIA Form A312, 8 pages.
- J. Data from Secretary of Labor Wage Determination including Schedule A, 1 page including General Decision Number:
 - NY180001 01/05/2018 NY1
 - NY180002 01/12/2018 NY2
- K. Contractor Background Check Policy dated September 9, 2015 (Reference section 95 of the General Provisions)

- *L. Subcontracting Plan for the Utilization of Disadvantaged Business Enterprises, 7 pages including:
 - L1. Disadvantage Business Utilization Report
 - *L2. Subcontractor Worksheet (excel), 1 page.
- M. Contractor Orientation Training Request – see link (www.amtrakcontractor.com)
- *N. Contractor Qualification Certification Letter, 1 page.
- O. Jurisdictional inquiry response

In addition to the “Subcontracting Plan for the Utilization of Minority Disadvantage Enterprise (MBE)/ Disadvantaged Business Enterprises (DBE), Small Business Enterprise (SBE)”, enclosed find the “Amtrak MBE/DBE/SBE Utilization Report for Vendors (NRPC 1483),” which may be used to complete periodic subcontract payment reports by the awarded firm.

Amtrak maintains a directory of diverse firms. If the proposing firm is a Small Business concern, Disadvantaged Business Enterprise (as identified in the Representations and Certifications Form); Minority Business Enterprise; Woman Business Enterprise; Veteran-owned Business; or Service Disabled Veteran-owned Business, the Amtrak Vendor Registration found at <http://procurement.amtrak.com> => Home page, shall be completed. After verification by the Office of Supplier Diversity, the proposing diverse firm’s registration shall be listed in the Amtrak Diverse Vendor Directory found at <http://procurement.amtrak.com> => Diversity tab.

If the solicitation documents include a “Subcontracting Plan for the Utilization of MBE/DBE/SBE firms”, and the proposing firm is not a MBE/DBE/SBE, the proposing firm shall direct prospective MBE/DBE/SBE subcontractors it intends to utilize in support of this contract, to the Amtrak Procurement Portal with URL <http://procurement.amtrak.com> => Home page => Vendor Registration. The MBE/DBE/SBE shall complete the Vendor Registration and notify the proposer when completed.

The proposing prime contractor shall submit its completed Subcontracting Plan with its commercial response to the solicitation. Prior to contract award the Subcontracting Plan shall be reviewed by the Office of Supplier Diversity to confirm commitment level and ownership status of proposed MBE/DBE/SBEs.