



**Request for Proposal (RFP)
for the Provision of
Tier III Next Generation Trainsets and
Other Related Goods and Services**

RFP NO. X-034-14182

Instructions to Offerors (ITO)

RFP Dated July 1, 2014

This is not an Order or Contract

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PROPOSAL DUE DATES; SUBMITTAL REQUIREMENTS; PROPOSAL AGENT

Amtrak requests proposals in response to this Request for Proposal for the Provision of Tier III Next Generation Trainsets and Other Related Goods and Services (the "RFP" or "Solicitation").

You are hereby invited to participate in this RFP event in the Ariba system and a User ID has been assigned. If you plan on participating, please review and accept the agreement to ensure that you receive all relevant communication related to this Solicitation, including subsequent Amendments. Each Offeror shall designate one (1) individual as its proposal agent who is responsible for all communications during the Solicitation process through the Ariba System. All Solicitation documents will be sent to Offeror's proposal agent electronically through the Ariba System. Instructions for this system can be downloaded from the link that is emailed to the proposal agent.

This RFP is a two-step process requiring **only** Technical Proposals to be submitted **electronically** in the Ariba system no later than the Technical Proposals Close Date set forth in Section 5 of this ITO. After evaluation of Technical Proposal(s), any Offeror whose proposal passes Stage 3 of the Evaluation Process will be invited to submit a Financial Proposal electronically in the Ariba system by the Financial Proposals Close Date set forth in Section 5 of this ITO. In addition, within one business day following any close date or proposal electronic submission, ten (10) hard copies must be received by the Solicitation Contact below no later than 4:00 pm (New York Time), 20:00 GMT(Greenwich Mean Time):

National Railroad Passenger Corporation
Procurement Department
Mailbox #5
Attention: Ms. Donna Hennessy
Principal Contracting Officer
2955 Market Street, 5th Floor South
Philadelphia, PA 19104 USA

All hard copies must be submitted in sealed envelopes or packages showing the RFP number and the Contact's name.

Both proposal submissions require specific submittals to be included as part of that particular proposal (refer to Section 13 of this ITO).

The entire proposal, including all required forms, must be submitted at the time each proposal is uploaded in the Ariba System. Failure to comply with this requirement may render the Proposal non-

responsive and may cause rejection of the Proposal. Amtrak reserves the right to communicate with any Offeror for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in a proposal.

Offerors should allow ample time to upload their proposal in Ariba or the system will close and not allow further entry. No late proposals will be accepted after that time.

See Section 13 hereof for further details regarding proposal submission.

If any recipient of this Solicitation declines to submit a proposal please indicate via the Ariba System the Firm's name and the reason for declining. Otherwise, you may not receive notification of future solicitations.

1. INTRODUCTION/OVERVIEW

The National Railroad Passenger Corporation, "Amtrak", a private corporation founded on May 1, 1971, operates more than 300 trains each day on 21,300 miles (34,000 km) of track at speeds up to 150 mph (240 km/h) connecting more than 500 destinations in 46 states and three (3) Canadian provinces. In fiscal year 2012, Amtrak, which while employs more than 20,000 people, served a record 31.2 million passengers and earned \$2.88 billion in revenue. Its headquarters are located at Union Station in Washington, D.C.

Amtrak seeks to procure Trainsets that are consistent with the Federal Railroad Administration's (FRA) Rail Safety Advisory Committee's Engineering Task Force's recommendations for Tier III passenger equipment standards and suitable for operation on the Northeast Corridor (NEC). Amtrak's Trainset order will supplement and may eventually replace the existing Acela Trainsets that operate the Acela Express service between Boston, MA and Washington, DC.

The proposed Trainset must be capable of an initial minimum continuous operating speed of 257.5 km/h (160 mph) under full load conditions, and a testing speed of 265.5 km/h (165 mph). In addition, Amtrak seeks information on the maximum operating speed of the Trainset being proposed, and whether the Trainset is capable of operating up to a continuous operating speed of 300 km/h (186 mph) and/or 354 km/h (220 mph) and the modifications required attaining these higher speeds.

It is contemplated that this RFP will result in the award of two (2) separate contracts.

First Contract:

The first contract is for the procurement of a selected number of Trainsets with options for additional individual passenger car vehicles

and/or additional Trainsets.

Amtrak is requesting a proposal based on the four alternatives, all of which relate to the Operating Plans attached to this Solicitation.

A	B	C	D	E	F
Alternatives	*Operating Plan	**Additional Needs	Total	***Insurance	Total Order
Alt 1	6	Offeror to Advise	B+C	Amtrak to advise	D+E
Alt 2	16	Offeror to Advise	B+C	Amtrak to advise	D+E
Alt 3	22	Offeror to Advise	B+C	Amtrak to advise	D+E
Alt 4	25	Offeror to Advise	B+C	Amtrak to advise	D+E

*All operational needs, daily servicing up to the time shown in the Operating Plan

** Extra Trainsets required for additional maintenance beyond the time in the Operating Plan and Long Term Maintenance, based on Offerors anticipated availability to maintain the Operating Plan.

**Contingency to allow for other operational needs (e.g. excluded matter damage).

Alternative 1: Phase 1 of the Operating Plan calls for the addition of peak hour half hourly service that requires six (6) additional Trainsets to operate alongside the existing Acela. Offeror should state the number of Trainsets needed for these additional six (6) services.

Alternative 2: No change to the existing Acela service, but replacing the existing fleet with the new Trainsets. Offeror should state the number of Trainsets needed for Amtrak's current operating plan.

Alternative 3: Replacement of the existing Acela fleet and with the addition of the extra half hourly service set out in Phase 1 of the Operating Plan; the operational requirement is for twenty-two (22) operating Trainsets each day. Offeror should state the number of Trainsets to operate this service.

Alternative 4: Replacement of the existing Acela fleet and the addition of Trainsets to operate the twenty-five (25) services needed each day outlined in Phase 2 of the Operating Plans. Offeror should state the number of Trainsets required operating this service.

Second Contract:

The second contract that Amtrak intends to award is a Technical Support, Spares, and Supply Agreement (TSSSA). The term of this agreement shall be fifteen (15) years with an option for a break clause after each five (5) years and with three (3) five (5) year option periods, which Amtrak may exercise at its sole discretion.

Due to the different nature of these two (2) contracts, there are two (2) separate sets of terms and conditions that will govern these two (2) Amtrak contracts. While Amtrak is not requesting Offerors to submit options for builder financing as part of their proposals at this time, Amtrak reserves the right to amend the Solicitation and evaluation criteria and request submission of financing proposals at any time during this Solicitation.

2. TECHNICAL VISION

The proposed Trainset must provide a competitive and attractive option in a marketplace where intercity passenger rail competes directly with short-haul air travel. It must do this by addressing customer needs more effectively than the competing travel modes.

In terms of Amtrak's technical vision, the new Trainset design shall:

- a) Ensure that safety is inherent in the design, production, operation, and maintenance of the Trainset.
- b) Achieve required reliability after introduction of the Trainset into revenue service.
- c) Employ proven technologies, be efficient and effective, achieve excellent technical hardware and software integration, and balance both conventional and innovative new technologies and their applications with a need to minimize unnecessary complexity in subsystems and components.
- d) Deliver maintainability and availability through modularity of systems and subsystems that are integral to the design, thereby delivering maintenance to minimize both overall costs and downtimes.
- e) Achieve high energy efficiency.
- f) Adopt a design platform that is sufficiently adaptable to enable flexibility of operations and a rapid response to any changes of requirements that may be identified (e.g., modular approach to seating and vehicle interior layout).
- g) Deliver high levels of passenger comfort with particular attention paid to maintaining the condition of the passenger areas throughout the thirty (30) year service life of the Trainset.

3. ORDER QUANTITIES

For the quantities of Trainset and individual passenger car vehicles that may be ordered under the contract refer to Section 2 of these

4. RFP TIMELINE

The table below summarizes the anticipated schedule for the Solicitation. Amtrak reserves the right to modify the RFP schedule if circumstances warrant. If Amtrak finds it necessary to change any of these dates up to and including the date that all proposals are due, the change in the schedule will be accomplished via an Amendment to this RFP.

EVENT	DATE
RFP Issued	7/1/14
Pre-proposal Conference (Webinar)	7/8/14
One-on-One Webinar	7/21/14 and 7/24/14
Last Day for Submission of Questions/ Exceptions	8/1/14
Technical Proposals Due Close Date	10/1/14
Financial Proposals Due Close Date (Only those Offerors whose proposals pass to Stage 3 of the evaluation process will be invited to submit a Financial Proposal)	Estimated 12/16/14 Only those Offerors who pass Stage 3 of the Evaluation Process will be invited to submit a Financial Proposal
Oral Presentations (Offerors whose proposals have advanced to Stage 3 of the Evaluation Process)	Estimated 1/15
Site Visits to Offerors' Facilities	Estimated 1/15
Notice of Award	TBD
Contract Award	TBD
Notice to Proceed	TBD

5. COMPLIANCE WITH TERMS OF SOLICITATION DOCUMENTS

As a condition of award, Offerors must accept and comply with all terms of the Solicitation Documents, as may be revised by Amendment, listed in Section 30 hereof. Any Offeror who feels compelled to take exception to any terms of the Solicitation Documents must do so by submitting such exceptions electronically using the Excel spreadsheet (Exhibit G) and uploading them in the Ariba system to the Solicitation Contact listed in Section 1 of these Instructions. The date set forth in Section 5 is the last day for submission of exceptions. Any such request for change or modification must include: (a) reference to 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 will review any such requests and determine, in its sole and absolute discretion, whether to make any requested changes or modifications. Any changes or modifications that Amtrak agrees to make will be communicated to all Offerors in the form of an Amendment to this Solicitation. All Amendments will be issued electronically using the Ariba System. 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 amended) may, in Amtrak's sole discretion, be deemed non-responsive and the Offeror may be disqualified from participation in the Solicitation.

6. QUESTIONS CONCERNING THE SOLICITATION (Q&A PERIOD)

Any Offeror with questions concerning this Solicitation must submit them electronically using the Excel spreadsheet (Exhibit G) and upload them in the Ariba System to the Solicitation Contact listed in Section 1 of these Instructions. The date set forth in Section 5 is the last day for submission of questions. Please enumerate your questions as they are submitted and continue the numeration with any new questions sent at a later time. All answers to all questions will be forwarded to each Offeror as an Amendment to the Solicitation. Amtrak's answers to questions shall not be considered part of the Contract. Any discussions regarding this Solicitation between an Offeror and any employee or representative of Amtrak other than the Solicitation Contact for Amtrak as defined in Section 1 may result in Offeror's disqualification. 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.

To the extent any Offeror intends at any time to initiate contact with the general public regarding the project, the nature of such intended contact and the substance thereof must be approved in writing by Amtrak prior to the commencement of such activities.

Offeror may not communicate with another Offeror about the procurement, including this RFP and the proposals. However, an Offeror may communicate with a subcontractor that is on more than one (1) Offeror team if the two (2) Offerors establish a protocol to ensure that the subcontractor will not act as a conduit of information between the two (2) Offerors regarding this project.

7. PROPOSAL VALIDITY PERIOD

Proposal(s) and proposal guarantee must remain valid for up to 360 calendar days from the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5. After such period, the proposal(s) and proposal guarantee will cease to be valid unless Offeror and Amtrak agree in writing to extend the proposal validity period. If less than 360 calendar days of validity is provided, Amtrak may consider the proposal(s) non-responsive and may reject such proposal(s). Amtrak may request Offeror to extend the period of time specified herein by written agreement between Amtrak and Offeror.

8. WITHDRAWAL OF PROPOSALS

Offeror may withdraw its proposal by written notice, at any time prior to the “Financial Proposals Due Close Date” set forth in Section 5.

9. PERIOD OF PERFORMANCE

A. TRAINSETS

If awarded a contract, Offeror agrees to commence work within ten (10) calendar days from the date of NTP and to furnish and deliver the Trainsets in accordance with the delivery schedule to be determined prior to Contract Award.

B. TSSSA

The term of this agreement shall be fifteen (15) years with an option for a break clause after each five (5) years and with three (3) five (5) year option periods, which Amtrak may exercise at its sole discretion.

10. PRE-PROPOSAL CONFERENCE; BUILDER PRESENTATIONS AND MANUFACTURER'S FACILITY VISITS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the pre-proposal conference date as specified in Section 5 by way of a webinar. Details of the webinar will be provided in a communication from the Ariba system.

B. PRESENTATIONS AND MANUFACTURER'S FACILITY VISITS

During the week specified for Oral Presentations in Section 5, Offerors whose proposals pass Stage 3 of the evaluation may be asked to provide an oral presentation to Amtrak at a location to be determined. In addition, Amtrak may visit the facilities and Trainsets in operation produced by these Offerors during the week specified for Site Visits to Offerors' Facilities in Section 5. Please note that these dates are tentative and are subject to change.

11. POST-AWARD/PRE-PERFORMANCE CONFERENCE

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

12. PROPOSAL SUBMISSION

Offeror must carefully examine the Solicitation Documents, Amendments and all related materials referenced in this RFP and note that most communications will come through the Ariba System – including emails. No Offeror will be able to view another Offeror's information.

Technical Proposal Format: Offeror shall present its Technical Proposal material in a cohesive manner that is divided into the three (3) distinct stages (Stages 1 through 3).

NO PRICING INFORMATION SHALL BE INCLUDED IN THIS SUBMISSION.

Financial Proposal Format: If Offeror passes Stage 3 of the Evaluation process, they will be invited to submit a Financial Proposal which is Stage 4 of the Evaluation Process.

Offeror should note that specific information (i.e. design review process, project schedule, management plans etc.) called for as part of the response to Stage 3 (Deliverability) will form the basis of the documentation that will be incorporated as individual schedules in the Trainset Contract. Those completed Schedules, which must be

approved and agreed to by Amtrak, will become part of the Contract. Amtrak reserves the right to request one or more proposal revisions and/or “Best and Final” offers from any or all Offerors during the Solicitation phase.

- The proposal submittal requirements are set forth below:

Submittal Requirements	RFP Reference
Forms-Submit with Technical Proposal	
Certification Regarding Lobbying Certification Regarding Debarment/Suspension Representations and Certifications Subcontracting Plan for the Utilization of Small Business Concerns and Disadvantaged Business Enterprises High-Speed Trainset U.S. Employment Plan Veteran’s Utilization Plan Letter of Intent from Qualified Bonding Agency Letter of Intent from Qualified Insurance Agency Buy America Forms	Exhibit C-Forms Exhibit C-Forms Exhibit C-Forms Exhibit C-Forms Exhibit C-Forms Offeror to Submit Offeror to Submit Exhibit B
Technical Proposal	
STAGE 1	
Submittal requirements identified in Table 1 – Pass/Fail Requirements Evaluation Criteria	Exhibit A, Section 2.1.2; Compliance Statement - US laws and regulations Attachment AA
STAGE 2	
Submittal requirements identified in Table 2 – Performance Specification and Maintenance Requirements Specification Evaluation Criteria	Exhibit A, Section 2.2.2; Attachment AA; Attachment BB
Maintenance Concept – Amtrak	Exhibit A, Section 2.2.3

Submittal Requirements	RFP Reference
STAGE 3	
Offeror's Credentials	Exhibit A, Section 2.3.2
Project Management Plan	Exhibit A, Section 2.3.3.1
Engineering Management Plan	Exhibit A, Section 2.3.3.2
In-Service Management Plan	Exhibit A, Section 2.3.3.3
Project Schedule	Exhibit A, Section 2.3.4.1
Buy America submittals	Exhibit A, Section 2.3.4.2, Exhibit B
Small Business Enterprises submittal	Exhibit A, Section 2.3.4.3; Exhibit C
Domestic Content Plan submittal	Exhibit A, Section 2.3.4.4
Maintenance Deliverability Plan	Exhibit A, Section 2.3.5
Financial Capability	Exhibit A, Section 2.3.6; Exhibit E
Financial Proposal	
STAGE 4	
Trainsets: Schedule 14A-Pricing Schedule Schedule 14B-Proposal Form Schedule 14C-Capital Spares Whole Life Cost Model-4 Alternatives TSSSA: Schedule D-Pricing Schedule	
Proposal Security	Section 22 of this ITO Exhibit F1-Proposal Bond Form Exhibit F2-Proposal Letter of Credit Form

Offeror shall incorporate its Technical Description into Schedule 1 Part B as part of the Trainset Contract. In addition, Offerors shall provide a clause by clause response to the Maintenance Requirements Specification (MRS), which shall include a comprehensive maintenance concept document.

All Schedules will be included as agreements in the Contract document and some will be based on information submitted as part of Stage 2 and Stage 3 evaluation. The Schedules will be agreed as part of contract discussions and may be amended during the term of the Contract.

13. EVALUATION PROCESS

The Evaluation Process for Technical and Financial proposals is attached hereto as Exhibit A.

14. OPTIONS

Refer to Amtrak's Pricing Schedule.

A. ADDITIONAL TRAINSETS

Amtrak reserves the right to purchase additional Trainsets at its discretion.

B. ADDITIONAL INDIVIDUAL PASSENGER CAR VEHICLES

Offeror shall submit pricing for the provision of additional individual passenger car vehicles (business class) that will enable the Trainset configuration to be extended to provide up to a 33.33% increase in passenger capacity. An explanation of the solution(s) to achieve this proposal shall be provided. The length limitation set out in Section 7.3.1 of Schedule 1 Part A of the Trainset Specification shall not apply to this option.

C. TRAINING FOR AMTRAK PERSONNEL

Offeror should note that the RFP includes "Train the Trainer" training as a mandatory requirement of its proposal. The optional training package is for an Offeror provided full training program for Amtrak's relevant workforce.

Offeror's training proposal shall complement the proposed "Train-the-Trainer" requirements referenced above. The Offeror's knowledge of the Trainset may allow for alternative training methods in its proposal that Amtrak has not considered. Offeror shall provide the following information for the Training Option proposal:

- i. Price for all training based on a class size of twenty (20) participants;
- ii. A list of the classes the Offeror determines is required for Amtrak's personnel. Amtrak's personnel to include: On board food service personnel, train crew consisting of conductor and engineer, maintenance personnel and transportation road foremen;

- iii. A summary description of each training class;
- iv. List of the materials needed to support the training program, i.e. training aids and materials;
- v. Schedule for training;
- vi. The optional training shall be for the following numbers of staff:
 - a. Management 33,
 - b. Electricians 44,
 - c. Machinists 38,
 - d. Sheet Metal Workers 32,
 - e. Carmen 43,
 - f. Technician Foremen 27,
 - g. On Board Service 450,
 - h. Train Engineer 200,
 - i. Conductors/Assistant Conductors 800.

D. ADDITIONAL SIMULATOR

Offeror shall provide a proposal for an additional full motion cab driver simulator with all the controls and cab systems required to operate the Trainset. All cab equipment and systems shall be functional with realistic audio and visual feedback for the NEC route. The simulator must allow the simulation of conditions and scenarios encountered during NEC railroad operations.

E. FULL BISTRO CAR

Offeror shall provide pricing and design for a full bistro vehicle in place of the half bistros required in the specification.

F. ADDITIONAL VEHICLES

Offeror shall provide pricing for a spare vehicle of each type provided in the Trainset fully equipped for operational use. Provide prices for additional vehicles to be added to the Fleet at a later date.

G. UPGRADED SPEED CAPABILITIES

Offeror shall provide pricing for the provision of Trainsets that can achieve all the requirements set out in Stage 1 of the Evaluation Criteria (Exhibit A) and have a maximum speed of 186 mph and a further price for Trainsets that can also achieve 220 mph. In addition, Offeror shall provide pricing to upgrade the maximum speed of the Trainset from the speed at which it is delivered (e.g. 160 mph) to both 186 mph and 220 mph.

H. VIDEO SCREENS IN ALL SEATBACKS - ALL CLASSES OF SERVICE

Offeror shall provide pricing for compliant color video screens in seatbacks for all Trainsets consistent with Amtrak's brand and design vision.

15. ANTI-COMPETITIVE PRACTICES

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

16. TAX EXEMPTION

Pursuant to 49 U.S.C. § 24301(I), 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.

17. 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 this RFP.

**18. EXAMINATION OF SOLICITATION DOCUMENTS;
KNOWLEDGE OF CONDITIONS**

Before submitting a proposal, Offeror shall (a) carefully examine and read all Solicitation Documents and (b) fully inform itself as to all existing conditions and limitations under which the Trainsets are to be furnished and the services performed. No allowance will be made to Offeror because of lack of such examination or knowledge. 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 issuance of an Amendment prior to the Financial Proposals Close Date set forth in Section 5) and that it is aware of all conditions and limitations under which the work is to be performed.

19. FREEDOM OF INFORMATION ACT/PUBLIC RECORDS AND CONFIDENTIALITY

All proposals submitted in response to the RFP become the property of Amtrak. Submissions, including those that are late, will not be returned. Offeror is advised that Amtrak is subject to the Freedom of Information Act (5 U.S.C. §552) (FOIA).

A request for confidential treatment will not supersede Amtrak's legal obligations under the FOIA. Unless otherwise permitted by law, Amtrak will not honor requests to keep entire proposals confidential. Offeror must show the specific grounds under the FOIA, or other law or rule that support confidential treatment. Amtrak will not advise Offeror as to the nature or content of documents entitled to protection from disclosure under FOIA regulations, or other applicable laws and implementing regulations, or as to the interpretation of the FOIA.

Each Offeror is advised to contact its own legal counsel concerning FOIA, and other applicable laws and their application to Offeror's own circumstances.

In no event shall Amtrak or any of their agents, representatives, consultants, directors, officers, or employees be liable to Offeror for the disclosure of all or a portion of a proposal submitted in response to this RFP or other information provided in connection with this procurement. Notwithstanding any request for confidential treatment, Amtrak will disclose the successful Offeror's name, the substance of the Offeror's proposal, and the price. If Offeror requests confidential treatment, Offeror must agree 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 the event of litigation concerning the disclosure of material submitted by Offeror, Offeror shall be responsible for prosecuting or defending any action concerning the materials at its sole expense and risk. Offeror shall reimburse Amtrak for expenses it incurs in connection with any such litigation.

20. AWARD OF CONTRACT(S); RESERVED RIGHTS; EXECUTION

Award of a contract, if any, will be made to that qualified, responsible Offeror whose responsive overall proposal is, in Amtrak's sole judgment, most favorable to Amtrak.

Amtrak reserves the right to: a) award a contract to a qualified Offeror without discussion of the proposals; b) waive informalities or minor irregularities in the proposals or in the Solicitation process; c) reject any and/or all proposals; d) cancel all or part of the Solicitation, including with respect to the Contract e) negotiate any component of a proposal with an Offeror; f) seek and receive clarifications; and g) seek and consider information from any source.

By submitting its proposal, Offeror commits to enter into the form of contract for Amtrak included in the RFP. Any limited negotiations are at Amtrak's sole discretion. Additional information regarding execution of the Contract will be provided in the notice to proceed issued to the successful Offeror.

Offeror should be advised that after an award recommendation is made, but prior to contract award, the successful Offeror will be required to develop the Schedules that are specified in Table 5. These Schedules, once accepted by Amtrak, will be incorporated as part of the Contract.

21. PROPOSAL SECURITY

Offeror shall submit with its Financial Proposal a proposal guarantee consisting of a proposal bond in the form of the Proposal Bond Form as set forth in Exhibit F1, an irrevocable letter of credit in the form of the Proposal Letter of Credit Form as set forth in Exhibit F2 or other security acceptable to Amtrak in their sole discretion. The issuer of the Proposal Bond or Proposal Letter of Credit must be a financial institution that is not a Contractor-Related Entity and has a credit-rating for long-term, unsecured debt of not less than "A-/A3."

Each Offeror understands and agrees that Amtrak shall be entitled to draw on the proposal guarantee in its entirety if Offeror does one of the following: (1) submits its proposal as of the "Financial Proposals Due (Hard and Electronic) Close Date" set forth in Section 5 and withdraws any part or all of its proposal during the 360 day period commencing on the "Financial Proposals Due (Hard and Electronic) Close Date" without the consent of Amtrak; (2) refuses or is unable to enter into the Contract as provided in this RFP and refuses or is unable to enter into the Contract; (3) refuses or is unable to perform all of the acts or furnish all of the documents as provided in this Section 22 of this ITO; or (4) prior to execution of the Contract, refuses or is unable to satisfy any commitments made in its proposal that are required to be satisfied prior to Contract execution.

Amtrak will retain the proposal guarantee for all Offerors until the Amtrak Contract has been fully executed or the RFP has been cancelled or the conclusion of the proposal validity period described in Section 8 of this ITO, after which the proposal guarantee for each unsuccessful Offeror, except the proposal guarantee that has been drawn upon, will be returned to the respective Offerors. The proposal guarantee for the successful Offeror shall be returned at such time as the successful Offeror has satisfied all conditions of award and execution, including, without limitation, those set forth in this Section 22 of this ITO.

Failure to furnish a proposal guarantee, in the proper form and amount, by the “Financial Proposals Due (Hard and Electronic) Close Date” set forth in Section 5 may be cause for rejection of the Offeror’s proposal.

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, Offeror must ensure that its proposal with respect to the Contract does not include the performance of such non-domestic services. Any questions concerning this requirement should be directed to the Solicitation Contact by the date set forth in Section 5 hereof.

23. BUY AMERICA ACT

Offeror shall comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a). Refer to Exhibit B.

For the purposes of proposal preparation, Offeror may assume that the Buy America domestic final assembly requirement will be waived for up to two (2) prototype Trainsets. The domestic final assembly waiver is contingent upon approval by FRA. Notwithstanding this, the prototype Trainsets will contain 100% domestic component content unless component waivers have been granted.

When the FRA responds to the Waivers in Common application (see Exhibit B, Buy America Requirements), Amtrak may revise the RFP if necessary, to identify the Waivers in Common granted. At this time, Amtrak will request Financial Proposals (Stage 4) and any revised Technical Proposals as a result of the waivers granted.

The revised Technical submission shall be marked to show the changes from the initial proposal from those Offerors who passed Stage 3 of the evaluation. In addition, Amtrak will review the proposal submissions from those Offerors that failed to pass Stage 2, but passed Stage 1 of the evaluation process and decide if the granting of the Waiver(s) in Common may materially impact their Stage 2 scores. If Amtrak concludes it may, then those Offerors will also be asked to submit a revised proposal as set forth above. In this case, Waivers in Common will be applied to these Offerors as well. Amtrak may apply for further waivers, in which case this process may be repeated if FRA issues a second round of Waivers in Common.

Amtrak intends to acquire the Trainsets contemplated under the RFP under FRA’s Railroad Rehabilitation and Improvement Financing

(RRIF) Program and funding by this method requires PRIIA Buy America criteria. If Amtrak is unable to obtain a RRIF loan, then private sector financing will be sought. In such circumstances, Amtrak may elect to apply the domestic buying preferences found at 49 U.S.C. 24305(f).

24. STANDARDIZATION

The selected firm will be expected to work with the Department of Commerce, National Institute of Standards and Technology, Manufacturing Extension Partnership (NIST-MEP) to identify domestic sources of supply and develop commonality of components with the California High Speed Rail Trainset procurement and other U.S High Speed Rail procurements.

25. OVERALL SMALL BUSINESS GOAL AND FOR AMTRAK, SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS ENTERPRISES GOALS AND U.S. EMPLOYMENT PLAN

Amtrak has established a goal of ten percent (10%) for utilization of Small Business Concerns (SBs), including Service-Disabled Veteran-Owned Small Business Concerns and five percent (5%) for the utilization of Disadvantaged Business Enterprises (DBE) in the performance of this Contract. In an effort to assist Amtrak in meeting these goals, Offeror agrees to use its best efforts to include the participation of SBs and DBEs in the performance of this Contract. Contractor shall attempt to meet Amtrak's DBE utilization goal by using Race-Neutral Measures, as that term is defined herein, only. Contractor shall implement a plan for the utilization of SBs and shall provide Amtrak with information concerning such plan by completing the enclosed Subcontracting Plan for the Utilization of Small Business Concerns and Disadvantaged Business Enterprises and returning it to Amtrak with its proposal. In addition, Contractor shall complete NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and return it to Amtrak on a quarterly basis.

For purposes of this Section, a "Small Business" is as defined in 13 CFR Part 121. A "Disadvantaged Business Enterprise" is as defined in 49 CFR Part 26. Race-Neutral Measures means activities or programs undertaken by an entity that benefit all small businesses equally, including DBEs.

In addition, Offerors shall provide, as part of their proposals, a High Speed Trainset U.S. Employment Plan (Plan), which addresses the U.S. employment that is expected to be created as part of this acquisition. The details on the items that should be addressed in the Plan are set forth in the High Speed Trainset U.S. Employment Plan

document, Exhibit C.

Amtrak has established for itself a corporate goal that 25% of new hires should be Veterans of the U.S. Armed Forces. Amtrak expects that the selected Contractor shall establish similar goals for itself and its subcontractors with respect to new hires attributable to this procurement.

26. GUARANTORS

The ultimate parent company of the successful Offeror (or if the Offeror consists of a consortium, partnership, or joint venture, the ultimate parent company of each member, partner, or joint venture partner, as applicable)(the "Guarantor") will be required to guaranty the obligations of the Offeror under the Amtrak Contract.

27. TEAM CONTINUITY AND CHANGES TO ORGANIZATIONAL STRUCTURE

If there are any additions, deletions or other changes to an Offeror's Key Personnel or Guarantor(s), the Offeror shall obtain written approval of the change from Amtrak. Requests for removals, replacements, and additions must be submitted in writing to the Solicitation Contact identified in Section 1, by the Contract award date. To be considered for approval, the Offeror must submit a written request documenting how the proposed removal, replacement, or addition will be equally or better qualified than the Offeror Key Personnel or Guarantor(s) provided by the Offeror. Requests shall include supporting documentation, including legal and financial data as well as any other information necessary for qualitative evaluation.

Amtrak is under no obligation to approve such requests and may do so within their sole discretion.

28. PROTEST PROCEDURES

As set forth in 49 C.F.R. §19.41, Amtrak is charged with resolving its own protests. This Section sets forth the exclusive protest remedies available with respect to this Solicitation. Each Offeror, by submitting its proposal, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in this Solicitation expressly in consideration for such waiver and agreement by the Offerors.

Prior to the submission of a protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank

discussions. These concerns may be raised directly with the Solicitation Contact or raised in the context of a question during the question and answer period of the Solicitation. If, after discussions with the Solicitation contact, the concern still has not been resolved, the procedures set forth below herein shall be followed.

I. FILING A PROTEST

A. Who May Protest a Solicitation or Award?

Any Interested Party may file a protest. An Interested Party for the purpose of filing a protest means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Prospective Offerors must be potential competitors that participate in the market for the type of work being procured AND be in line for award or be able to compete for award if its position in the protest is upheld. Prospective suppliers or subcontractors and associations or organizations that are not competing as prime contractors in this Solicitation are not Interested Parties and are not permitted to bring protests in their own name.

B. How to File a Protest

The protester must file an original and two copies of its protest with Amtrak's Chief Logistics Officer ("CLO") as set forth below.

Chief Logistics Officer
Amtrak
30th Street Station
SE Tower, 5th Floor, Box 12
Philadelphia, PA 19104 USA

The protest may be filed by hand delivery, mail, or commercial carrier, as long as it is filed within the time limits set forth herein. The CLO's office is open to receive protests from 9:00 am to 5:00 pm.

C. Information to Be Included in the Protest

1. Protests shall be concise and logically presented to facilitate review by Amtrak. Failure to comply with any of the requirements of this Section may be grounds for dismissal of a protest.

2. The protest shall include the following:

- (i) The name, address, email address, fax and telephone numbers of the protester;
- (ii) Solicitation or contract number;
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
- (iv) Copies of relevant documents;
- (v) All information establishing the timeliness of the protest;
- (vi) All information establishing that the protester is an interested person with standing to file the protest; and,
- (vii) A statement of the form of relief requested.

Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Offeror shall have the burden of proving its protest by clear and convincing evidence.

D. Time for Filing a Protest

A protest must be filed within ten (10) calendar days after the aggrieved party knew or should have known of the basis of the protest, whichever is earlier. In addition, a protest based on an alleged impropriety in the request for proposals (rather than the evaluation or award pursuant to this Solicitation) that is apparent prior to the time for submission of initial proposals must be submitted to Amtrak at least fourteen (14) calendar days before the proposal deadline and a protest based on the evaluation or award must be submitted no earlier than public announcement of the contract award recommendation. A protest based on an alleged impropriety that did not exist in the initial Solicitation, but that is subsequently incorporated into the Solicitation as part of an Amendment, must be filed no later than the earliest of five (5) calendar days after issuance of the Amendment or the next closing date for receipt of proposals after incorporation of the Amendment. A protest based upon an alleged impropriety in the procurement or the procurement process that can only be apparent after submission of proposals must be filed no earlier than the public announcement of the contract award recommendation and no later than 10 calendar days after the public announcement of the contract award recommendation.

Failure to file a protest within the applicable period shall constitute a waiver of the right to protest based upon alleged improprieties in the procurement or the procurement process.

E. Action Upon Receipt of Protest

There will be no hearing held on the protest. The CLO or his/her designee will decide the protest on the basis of written submissions. The decision shall be final and conclusive and not subject to legal challenge. The CLO or his/her designee will endeavor to respond to a protest within 10 calendar days after the protest is filed. Notwithstanding the existence of a protest, Amtrak may continue the procurement process or any portion thereof.

F. Rights and Obligations of Offerors

Each Offeror, by submitting its proposal, expressly recognizes the limitation on its rights to protest provided in this Section, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If an Offeror disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold Amtrak, their respective officers, directors, employees, agents, servants, successors, assigns, subsidiaries and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Offeror's actions. Each Offeror, by submitting a proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

In no event shall Amtrak be liable for payment of the protesting Offeror's proposer's costs or attorneys' fees. Amtrak shall not be liable for any damages to the Offeror filing the protest or to any participant in the protest, on any basis, express or implied.

II. OUTCOMES

Amtrak may do one or more of the following:

- (i) Terminate any improperly awarded contract for its convenience.
- (ii) Refrain from exercising any options under the contract.
- (iii) Issue an Amendment to the Solicitation, including an extension of the proposal deadline.
- (iv) Issue a new Solicitation.
- (v) Award a contract consistent after any necessary corrective measures have been implemented.
- (vi) Take such other action as it deems appropriate.
- (vii) Deny the protest.

29. 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 Proposal.

- A. Instructions to Offerors, dated 7/01/14, to include the following Exhibits:
 - 1. Exhibit A - Evaluation Process
 - i. *Attachment AA - Regulations and Standards
 - ii. *Attachment BB - Trainset RAM Metric Values
 - 2. *Exhibit B - Buy America, 3 attachments
 - 3. *Exhibit C - Forms
 - 4. *Exhibit D - Whole Life Cost Model
 - 5. *Exhibit E - Financial Capability Submittal Requirements
 - 6. *Exhibit F1 - Proposal Bond Form
 - 7. *Exhibit F2 - Proposal letter of Credit Form
 - 8. Exhibit G - Question/ Exceptions Excel Spreadsheet

- B. Tier III Next Generation Trainset General Provisions (Terms/Conditions), dated 7/01/14 to include Schedules 1 through 15.

- C. Trainset Pricing Schedule (14A) to include Proposal Form (14B) and Capital Spares List (14C)-to all be incorporated into Amtrak Schedule 14.

- D. Amtrak Technical Support Spares Supply Agreement (TSSSA), dated 7/01/14 to include the following Schedules:
 - 1. Schedule A - (MRS)
 - 2. Schedule B - Master Spares List with Pricing
 - 3. Schedule C - Performance Guarantee/Incentive regime (to be proposed by Contractor and as agreed to by Amtrak)
 - 4. Schedule D - Amtrak TSSSA Pricing Schedule
 - 5. Schedule E - Handover Package

- E. Amtrak Sample Contract

- F. Amtrak Supplementary General Provisions, dated 03/18/11.

- G.** Amtrak Payment and Performance Bonds AIA312, 2 pages.
- H.** Performance Specification Schedule 1 Part A, including attachments
- I.** Acela High Speed Trainset Mechanical Department dated 12/20/13.