

September 19, 2014

REQUEST FOR PROPOSALS for the Merchants Bridge West Approach Replacement

**St. Louis City
Missouri**

PART 1—INSTRUCTIONS TO PROPOSERS

Project Number: FR-HSR-0077-11-01-00
RFP Issued: September 19, 2014
Proposals Due: November 14, 2014

Terminal Railroad Association of St. Louis
415 South 18th Street, Suite 200
St. Louis, Missouri 63103



**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposals**

September 19, 2014

1	INTRODUCTION AND PROJECT OVERVIEW.....	1
1.1	Project Description.....	1
1.2	Project Goals	5
1.3	Estimated Cost and Maximum Time Allowed	5
1.4	Procurement Process	5
1.5	Work Provided by Owner	5
1.6	Federal Funds.....	6
2	RFP PROCESS.....	6
2.1	Submitter Information	6
2.2	Communications	6
2.3	Procurement Schedule	7
2.4	Addenda	7
2.5	Ineligible Firms.....	7
2.6	Confidentiality	7
2.7	Organizational Conflicts of Interest.....	8
2.8	Equal Employment Opportunity	8
2.9	Disadvantaged Business Enterprises	8
2.10	Major Participants.....	8
2.11	Key Personnel	9
2.12	Alternative Technical Concepts.....	9
2.13	Site Visits	9
2.14	Meetings.....	9
2.15	Contract Award.....	10
2.16	Examination of RFP.....	10
3	CONTENTS OF PROPOSAL.....	10
3.1	Organization of Proposal.....	10
3.2	Cover Letter	10
3.3	Part 1 – Technical Proposal	11
3.4	Part 2 – Project Schedule	11
3.5	Part 3 – Organization Chart	11
3.6	Part 4 – DBE Plan	11
3.7	Part 5 – Quality Management Plan	11
3.8	Part 6 – Completed Bid Form	12
3.9	Appendix A – Receipt of Addenda	12
3.10	Appendix B – Bid Bond	12
4	SUBMITTAL REQUIREMENTS	12
4.1	Page Limits	12
4.2	Format	13
4.3	Due Date and Quantities	13
5	EVALUATION PROCESS	13
5.1	Proposal Evaluation	13
5.2	Best Value Proposal	14
5.3	Debriefing Meetings.....	15

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposals**

September 19, 2014

6	GENERAL REQUIREMENTS.....	15
6.1	Ownership of Proposals	15
6.2	Stipend	15
6.3	Proposed Specifications and Design Standards	15
6.4	Bid Bond	16
6.5	Withdrawal of Proposal after Proposal Due Date	16
6.6	Responsive Proposal.....	16
6.7	Project Rights and Disclaimers	16
7	PROTEST PROCEDURES.....	16
7.1	RFP Protests	16

FORMS

- Form 1 – Receipt of Addenda
- Form 2 – Bid Bond
- Form 3 – Bid Form

ATTACHMENTS

Contract Documents:

- A – Geotechnical Investigation Information
- B1 – Trackwork Specifications
- B2 – Trackwork Plans
- C – Utilities Overview
- D1 – Utility and Water Line Relocation Specifications
- D2 – Water Relocation Plans
- E1 – Utility Bridge Plans
- E2 – Utility Bridge Specifications
- F – Signal Platforms Between Bents W5 and W6
- G – Right-of Way Plans
- H – Form of Contract

For Information Only:

- I - Lease
- J – Existing Structure Drawings
- K – Signal Electrical Service
- L – Signal Electrical Routing Plans
- M – Limited Environmental Sampling and Testing Report

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposals**

September 19, 2014

ADDENDA ISSUED

Addendum	Issued	Comments
1		

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

1 INTRODUCTION AND PROJECT OVERVIEW

The Terminal Railroad Association of St. Louis (TRRA) is soliciting Proposals from pre-qualified teams interested in providing design-build services for the Merchants Bridge West Approach Replacement, located in the city of St. Louis, Missouri.

From a prior review of Statements of Qualifications, TRRA has identified the following firms/teams as being best qualified to perform this work:

- Alberici Constructors, Inc./Herzog Contracting Corp./Burns & McDonnell
- Goodwin Brothers Construction Co./Transsystems Corporation/Shannon & Wilson, Inc.
- Millstone Weber, LLC/Jacobs Engineering Group, Inc.
- St. Louis Bridge Construction Company/HDR Engineering, Inc.

Only proposals from these teams will be considered responsive to this Request for Proposal (RFP).

Part 1 of this RFP contains instructions to proposers. Part 2 of this RFP addresses technical requirements for the project.

1.1 Project Description

The project description below is similar to that presented in the RFQ package. It should be noted that updates have been made to utility and right of way sections.

Site Conditions:

The West Approach is located adjacent to Ferry Street in north St. Louis. The original west deck truss spans were replaced with a new structure in 2005. This new structure extends from the west end of the main truss spans to Pier W6. The remaining portion of the West Approach extends from Pier W6 as a double track structure to a Y, where the structure splits into two legs. One continues to the west and currently carries a single operating track. The other leg turns to the south and carries two tracks toward downtown St. Louis. This leg crosses Ferry Street.

Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014



Google earth image of the Merchants West Approach.



Looking west along Ferry St. at south side of Merchants Bridge West Approach.

Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014



Looking east along Ferry Street at south side of West Approach toward Pier W6 and main river spans.

Soil Conditions:

The West Approach is located on the floodplain of the Mississippi River. Limestone bedrock is located at a depth of 45 to 70 feet below the existing ground surface. The top layers of soil typically consist of fill material. Alluvial deposits below the fill include a variety of soil types such as sands, silts, fat and lean clays, and mixtures of those types.

Extensive geotechnical investigations and analyses have been done as part of the design of the replacement structure. These analyses indicate that the site has some settlement potential.

Utilities and Existing Facilities:

Utilities and planned actions for utilities are described in Attachment C.

In addition, an 8'x10' brick arch and a 102" reinforced concrete pipe runs below and adjacent to the existing structure around Pier W6 and to its west. The brick arch sewer is reportedly abandoned and filled.

ROW and Permitting:

To compensate for filling the existing Ferry Street alignment near the east end of the project, TRRA is acquiring the adjacent property to the south. Ferry St. will shift to the south onto this property.

The City of St. Louis has provided preliminary approval of the conceptual design for an infill and will be permitting the final roadway design. The design build contractor will be responsible for obtaining the final permit.

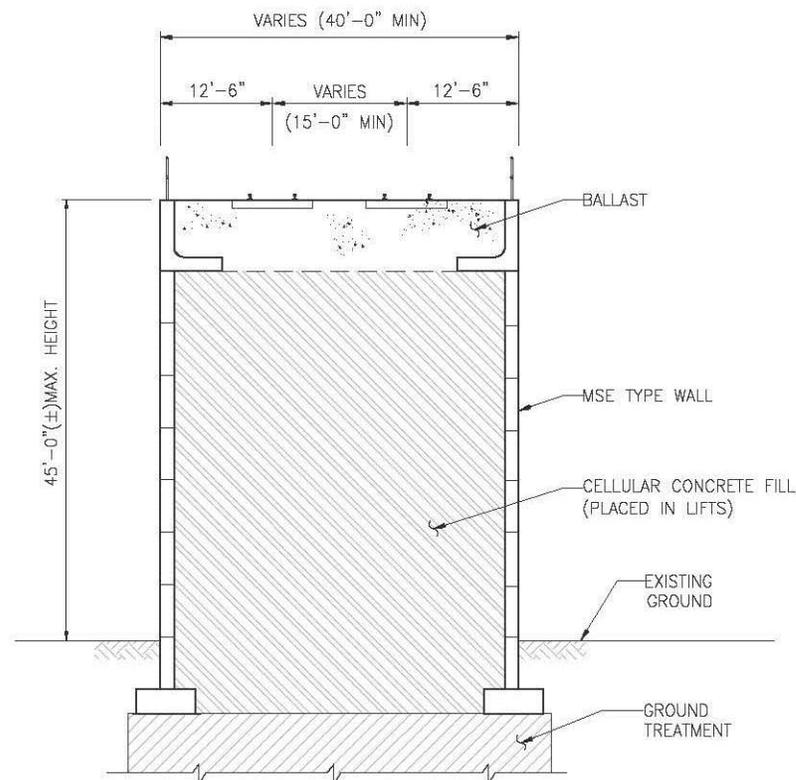
Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014

Proposed Replacement:

The proposed replacement of the West Approach consists of cellular concrete fill within MSE-type facing walls. This fill would extend from the west abutments (north and south) to existing Pier W6. It is anticipated that the cellular concrete fill will extend from the existing ground level to just below the bottom of the existing steel stringers. Ballast will be placed on top of the cellular concrete fill to support the new tracks. It is anticipated that ground treatment will be needed to reduce settlement during and after construction. The design-build contractor will be responsible for checking the final design for global stability.

A conceptual typical section for the fill is shown below:



Cross-Section of Cellular Concrete Fill (note that the 15' minimum track center is to allow for future track widening)

Anticipated Construction Sequence:

The work would begin with the construction of the utility bridges and relocation of utilities, construction of the Ferry Street underpass and ground treatment (ground improvement). Following this, the concrete pads below the MSE-type wall facing would be placed.

The concrete wall panels would be set and the cellular fill material placed in lifts. The fill material can flow through the steel bridge towers and encase the existing

Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014

structure. Note that the cellular concrete fill would not be placed around the existing steel superstructure girder spans as this would prevent their later removal.

Ballast would be stockpiled to the right and/or left of the existing superstructure during construction. During the change-out period, the superstructure spans would be lifted off the towers. The stockpiled fill would be pushed into the areas where the spans had set and would be compacted. Ballast and trackwork would be placed into the final position and the track returned to service.

1.2 Project Goals

The following goals have been established for the project:

- Deliver the project within the program budget.
- Complete the project no later than June 30, 2016.
- Provide a stable and durable fill for supporting rail traffic over a 100 year service life.
- Minimize the number, length, and impact of track outages during construction.
- Provide a quality product, following the American Railway Engineering and Maintenance-of-Way Association (AREMA) *Manual for Railway Engineering* and industry standards, resulting in a long-lasting transportation facility.
- Perform all work safely and in compliance with all local, state, federal and railroad requirements.

1.3 Estimated Cost and Maximum Time Allowed

The estimated design-build contract budget range is \$20 to \$40 million. The Project must be completed by June 30, 2016.

1.4 Procurement Process

TRRA is using a two-phase procurement process to select a design-build contractor to deliver the Merchants Bridge West Approach Replacement project. An initial Request for Qualifications (RFQ) was submitted. Statements of Qualifications (SOQs) were received and reviewed, and a short-list of the most qualified teams was selected to receive RFPs.

In the current second phase of procurement, TRRA is issuing this RFP for the Project to the short listed Submitters. Each short listed Submitter that submits a proposal in response to the RFP is referred to herein as a Proposer. TRRA will award a design-build contract (if any) for the Project to the Proposer offering the best value, to be determined as described in the RFP. TRRA will provide a stipend to unsuccessful proposers at the RFP phase.

1.5 Work Provided by Owner

The following items have been performed by TRRA or its consultants and will not need to be designed/performed by the design-build team:

Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014

- Track plans for final alignment
- Utility relocation coordination (through Notice to Proceed) and conceptual utility bridge design
- Right-of-way acquisition
- Design of signal platform additions on existing spans east of Pier W6
- Signal design, relocation, and construction

Plans showing these items are included as attachments to this RFP.

1.6 Federal Funds

Federal funds in the amount of \$13.5 million have been appropriated for this project. The remainder of the project cost will be provided by TRRA. Federal procurement requirements will apply to this project. These funds are administered by the Missouri Department of Transportation (MoDOT).

2 RFP PROCESS

2.1 Submitter Information

Submitter information was provided to TRRA in the SOQs.

2.2 Communications

TRRA's Chief Engineer, Eric Fields, is TRRA's sole contact person for receiving all communication regarding the project. Each Proposer is solely responsible for providing a single contact person.

Inquiries and comments regarding the Project and the procurement must be sent to Mr. Fields as shown below. E-mail is the method of communication for the Project.

Eric P. Fields, P.E.
Chief Engineer
Terminal Railroad Association of St. Louis
415 South 18th Street, Suite 200
St. Louis, Missouri 63103
efields@TerminalRailroad.com

During the Project procurement process, commencing with issuance of the RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Proposer shall have ex parte communications regarding this procurement with any staff member of TRRA, their advisors, or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of TRRA's Chief Engineer. However, communication is allowed with local entities and utilities.

Questions and requests for clarifications regarding this RFP must be submitted via e-mail to

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

TRRA's Chief Engineer by 4:00 pm, Central Time, on the date shown in Section 2.3.

2.3 Procurement Schedule

Deadlines and key dates for the RFP process are shown below. This schedule is subject to revision by addenda to this RFP.

Item	Date
Issue RFP	September 19, 2014
Deadline for submitting ATCs	October 10, 2014
Deadline for submitting questions	October 10, 2014
TRRA posts responses to questions	October 17, 2014
Final RFP Addendum issued	October 22, 2014
Proposals due	November 14, 2014
TRRA notifies best value proposer	November 20, 2014
FRA review of best value proposal concludes	December 4, 2014
MoDOT concurrence with best value proposal	December 4, 2014
Negotiation period with best value proposer concludes	December 9, 2014
Anticipated Notice to Proceed (NTP)	December 16, 2014

2.4 Addenda

TRRA reserves the right to revise this RFP at any time before the proposal due date.

2.5 Ineligible Firms

TRRA has retained the consulting firms of Design Nine, Inc., Modjeski and Masters, Inc., and W.N. Marianos, Jr., P.E. (a sole proprietorship) to provide guidance in preparing and evaluating this RFP and advice on related contractual and technical matters. These firms are not eligible to submit a proposal or to act as a member of any Proposer's team. In addition, a firm is ineligible to submit a proposal, in either a prime or subconsultant role, if it assists in the development of the scope of work, the RFQ, or the RFP.

2.6 Confidentiality

Documents submitted pursuant to this RFP will be subject to the Missouri Public Records Act, (§§ 610.010, et.seq., RSMo). Information clearly marked as confidential and proprietary will be kept confidential by TRRA, unless otherwise provided by law. TRRA will notify the Proposer if a request is made for such information, and the denial is challenged, so that the Proposer may take any action it deems necessary to defend the challenge. The Proposer,

Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal

September 19, 2014

not TRRA, shall be the entity responsible for defending against the Missouri Public Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

2.7 Organizational Conflicts of Interest

Pursuant to 23 CFR 636.116, consultants and subconsultants who assist TRRA in the preparation of an RFP document are not allowed to participate on a Proposer's team. Proposer must provide to TRRA information regarding all potential organizational conflicts of interest in its proposal, including all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116. TRRA's Chief Engineer will determine whether an organizational conflict of interest exists, and the actions necessary to avoid, neutralize, or mitigate such conflict.

2.8 Equal Employment Opportunity

The Proposer will be required to follow Federal Equal Employment Opportunity (EEO) policies.

TRRA will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

2.9 Disadvantaged Business Enterprises

It is the policy of MoDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, MoDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any federally assisted contract because of sex, race, religion, or national origin.

A DBE goal of 8% has been established for the project. MoDOT has implemented the Unified Certification Program and has formed the Missouri Regional Certification Committee (MRCC). DBE firms will need to be certified with MRCC. The MRCC DBE Directory can be viewed at the following website:

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

2.10 Major Participants

The term Major Participant is defined as any of the following entities:

- All general partners or joint venture members of the Proposer; all individuals, persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations, or other legal entities, however organized, directly or indirectly holding a 15% or greater interest in the Proposer.

Terminal Railroad Association of St. Louis Merchants Bridge West Approach Replacement Request for Proposal

September 19, 2014

- The lead engineering/design firm(s).

Major Participants identified in the SOQ may not be removed, replaced, or added without written approval of TRRA. Written request must document the proposed change and demonstrate that the change will be equal to or better than the Major Participant submitted in the SOQ.

The prime contractor in the team must be on the MoDOT Qualified Contractor List. All firms listed on the team must have all necessary licenses and authorizations to work in Missouri by the time proposals are submitted.

2.11 Key Personnel

Key Personnel identified in the SOQ may not be removed, replaced, or added without written approval of TRRA. Written request must document the proposed change and demonstrate that the change will be equal to or better than the Key Personnel submitted in the SOQ.

2.12 Alternative Technical Concepts

A conceptual design was presented in the RFQ and repeated in this RFP. Proposers may suggest Alternative Technical Concepts (ATCs) that satisfy the goals of the project utilizing alternative methods or approaches. TRRA may ask for clarification or additional information on ATCs, and reserves the right to reject any ATC that it believes is not in the best interest of TRRA.

2.13 Site Visits

Site visits by proposers will be allowed. Proposers shall comply with all TRRA and FRA requirements during the site visit, including PPE and fall protection as appropriate. One site visit at bridge deck level will be coordinated by TRRA for all Proposers together in a single group. Each Proposer will be limited to four participants for this site visit.

One additional track level site visit will be made available to the individual team members as requested. Additional track level site visits will incur flagging charges from TRRA.

Site visits at ground level are allowed and not limited with advanced notice to TRRA.

2.14 Meetings

At least two, but not more than three, meetings will be held with each Proposer. TRRA staff and consultants will attend these meetings. These will provide an opportunity for Proposers to present concepts, ask questions, and present Alternative Technical Concepts (ATCs) for TRRA review. Questions may be submitted in advance to TRRA for discussion at these meetings. All discussions and information presented during these meetings will be held as confidential by TRRA staff and consultants and not revealed to other Proposers. This does not limit the Proposer from submitting questions by email throughout the course of procurement.

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

2.15 Contract Award

TRRA plans to make an award of the Contract to the Proposer with the apparent best value after the final Contract terms have been agreed upon. If no final agreement is reached between TRRA and the Proposer with the apparent best value proposal, TRRA reserves the right to pay the Stipend to the apparent successful Proposer and to attempt to negotiate a Contract with the next highest ranked Proposer, as determined by the processes of Section 5, Evaluation Process.

2.16 Examination of RFP

Each Proposer shall be solely responsible for:

1. Reviewing and examining, with appropriate care, all RFP documents, including any exhibits, addenda, and clarification notices issued;
2. Requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFP Documents, or any provision Proposer fails to understand, and
3. Otherwise being informed with respect to any and all conditions that may in any way affect the cost or nature of the Proposal or the performance of the Work after Contract award. Failure of Proposers to be informed as described herein shall be at their risk. No relief for error or omission will be provided by TRRA.

3 CONTENTS OF PROPOSAL

3.1 Organization of Proposal

The Proposal shall be organized as follows:

- Cover Letter
- Title Page
- Table of Contents
- Part 1 – Technical Proposal
- Part 2 – Project Schedule
- Part 3 – Organization Chart
- Part 4 – DBE Plan
- Part 5 – Quality Management Plan
- Part 6 -- Completed Bid Form
- Appendix A—Receipt of Addenda
- Appendix B—Bid Bond

The successful proposal will become part of the contract documents.

3.2 Cover Letter

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

A one-page cover letter shall be included in the Proposal. The cover letter must contain the business name, business type (corporation, joint venture, partnership) and must identify one contact person. The address, phone, fax, and e-mail for the contact person must be included.

3.3 Part 1 – Technical Proposal

Each Proposer shall submit a technical proposal which clearly defines their proposed design. The technical proposal shall address the following topics (at a minimum):

- Proposed fill and wall design.
- Type and extent of ground improvement, with estimated short-term (during construction) and long-term (5 years and beyond) settlement estimates based on the proposed ground improvement approach.
- Conceptual design of modifications to North and South Abutments and Pier W6.
- Conceptual design of the Ferry St. Underpass.
- Discussion of any required temporary supports for existing structure.
- Identification of proposed specifications and design standards.

The technical proposal shall include illustrative drawings. CAD base information is available electronically from TRRA upon request.

3.4 Part 2 – Project Schedule

Each Proposer shall include a project schedule in the Proposal. The schedule will address key aspects of the design-build process, and shall include allowance of time for plan review by TRRA.

Due to existing Railway Labor Act Agreements, Proposers will be limited to working no more than 40 hour workweeks. Proposers can work 4 ten hour days or 5 eight hour days. This limitation will not apply to activities where all tracks are out of service.

The schedule shall particularly address in detail the key aspects of the track outage period for replacement of the existing track with the new trackwork.

3.5 Part 3 – Organization Chart

Each Proposer shall include an organization chart in the Proposal. This chart will clearly identify the individuals and firms responsible for major aspects of the work. In addition, it shall clearly identify lines of authority among team members.

3.6 Part 4 – DBE Plan

Each Proposer shall include an explanation on how they will meet or exceed the DBE goals given in Section 2.9.

3.7 Part 5 – Quality Management Plan

Each Proposer shall include a draft Quality Management Plan in the Proposal. The required

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

contents of this plan are discussed in Part 2 of the RFP.

3.8 Part 6 – Completed Bid Form

Each Proposer shall include a completed Bid Form (Form 3) for the work in the Proposal.

3.9 Appendix A – Receipt of Addenda

Appendix A must include:

- Form 1 – Receipt of Addenda

3.10 Appendix B – Bid Bond

Appendix B must include:

- Form 2 – Bid Bond

4 SUBMITTAL REQUIREMENTS

4.1 Page Limits

The maximum number of pages is shown in the following table:

Item	Maximum Number of Pages
Cover Page	1
Title Page	1
Table of Contents	1
Part 1 – Technical Proposal	Total of 60 pages for Parts 1-6
Part 2 – Project Schedule	
Part 3 – Organization Chart	
Part 4 – DBE Plan	
Part 5 – Quality Management Plan	
Part 6 – Completed Bid Form	
Appendix A – Receipt of Addenda	1
Appendix B – Bid Bond	As needed

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

Dividers between sections of the Proposal are not counted.

4.2 Format

The Proposal must be formatted for 8.5" x 11" paper. Charts, drawings and other graphical information may be formatted for 11" x 17" paper. Minimum font size is 11 points. However, 10-point text may be used within graphs or tables.

4.3 Due Date and Quantities

Proposals must be submitted by 4:00 pm, Central Time, on the date shown in Section 2.3. Five hard copies of the Proposal are to be delivered to the TRRA Chief Engineer as shown in Section 2.2. Proposers shall also e-mail one Adobe Acrobat format of the Proposal, in a single .pdf file, to efields@TerminalRailroad.com by the same due date and time.

5 EVALUATION PROCESS

5.1 Proposal Evaluation

TRRA will evaluate all responsive Proposals to determine the best value proposal. TRRA will use the criteria set forth in this RFP, using the following weightings:

Item	Weight
Part 1 – Technical Proposal	Pass/fail
Part 2 – Project Schedule (particular attention will be given to the outage schedule)	15 points
Part 3 – Organization Chart	Not Scored
Part 4 – DBE Plan	Pass/fail
Part 5 – Quality Management Plan	10 points
Part 6 – Completed Bid Form	75 points
Maximum Total Score:	100 points

The technical proposal and DBE plan will be evaluated on a pass/fail basis. Proposals with a failing score on the technical proposal and/or DBE plan will be considered non-responsive and eliminated from further consideration.

The ratings to be used during the evaluation process for Parts 2 and 5 are as follows (criteria referring to outage schedule only are in parenthesis):

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

Rating	Description	Available points as % of maximum for Part
Exceptional +/-	The Proposer has demonstrated an approach that is considered to significantly exceed stated requirements/objectives and provides a consistently outstanding level of quality. There is very little or no risk that the Proposer would fail to meet the requirements of the RFP. (Proposer's staged outage plan has a high probability of being delivered as proposed.) There are essentially no weaknesses.	100%
Good +/-	The Proposer has demonstrated an approach that is considered to exceed stated requirements/objectives and offers a generally better than acceptable quality. There is little risk that the Proposer would fail to meet the requirements of the RFP. (Proposer's staged outage plan has a reasonable probability of being delivered as proposed.) Weaknesses, if any, are minor.	75%
Acceptable +/-	The Proposer has demonstrated an approach that is considered to meet the stated requirements/objectives and has an acceptable level of quality. The Proposer demonstrates a reasonable probability of meeting the requirements of the RFP. (Proposer's staged outage plan has a marginal probability of being delivered as proposed.) Weaknesses are minor.	50%
Unacceptable	The Proposer has demonstrated an approach that is considered to fail to meet the stated requirements/objectives and/or provides unacceptable quality and/or demonstrates no reasonable likelihood of meeting the requirements of the RFP and/or contains weaknesses that are so major and/or extensive that a major revision to the Proposal would be necessary. (Proposer's staged outage plan has a low probability of being delivered as proposed.)	0%

Scoring for Part 6, the completed bid form, shall be as follows:

75 points for the lowest responsive price

For higher prices, the points awarded for Part 4 will be as follows:

Score=75 - ((Price submitted-lowest responsive price)/100000)

5.2 Best Value Proposal

TRRA will use the RFP Evaluation Process to determine a ranked list of Proposals. TRRA will identify the highest ranked proposal as the best value proposal.

TRRA will publish the identification of the best valued proposal on the MoDOT website and

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal**

September 19, 2014

will notify, via e-mail, all Proposers of the posting of this information.

5.3 Debriefing Meetings

After the best value Proposer is selected, Proposers may request an informal debriefing meeting with TRRA to discuss the RFP and selection process.

6 GENERAL REQUIREMENTS

6.1 Ownership of Proposals

All documents submitted by the Proposer in response to this RFP shall become the property of TRRA and shall not be returned to the Proposer. The concepts and ideas in the information contained in the Technical Proposal and discussed during confidential one-on-one meetings with each Proposer, including any proprietary, trade secret, or confidential information, unless specifically marked as such, (exclusive of any patented concepts or trademarks), shall also become the property of TRRA:

1. if submitted by the Successful Proposer, upon award and execution of the Contract; and
2. if submitted by an unsuccessful Proposer, upon payment of the Stipend.

6.2 Stipend

TRRA will offer a stipend in the amount of \$30,000 to responsive but unsuccessful Proposers.

Acceptance of the Stipend by the unsuccessful Proposer entitles TRRA to use the ideas obtained from the unsuccessful Proposers in their Technical Proposals and during the discussions with the unsuccessful Proposer. Upon payment and acceptance of the stipend, TRRA and the unsuccessful Proposer waive all claims and causes of action against each other and each other's principals, officers and employee arising out of the Merchants Bridge West Approach Project, including but not limited to the above-referenced use of ideas.

TRRA will provide to the successful Proposer the unsuccessful Proposer's Technical Proposal (excluding pricing and confidential information). TRRA will meet with the successful Proposer and negotiate into its Proposal ideas from the unsuccessful Proposer's Technical Proposal that improve its Proposal, if any.

If a protest is filed pursuant to Section 7 below, TRRA will not pay a Stipend to any protesting Proposer or share the protesting Proposer's ideas until the protest has been resolved, and in accordance with the resolution.

6.3 Proposed Specifications and Design Standards

TRRA has requested the Proposers to identify their proposed specifications and design standards in their technical proposals. These proposed specifications and design standards shall be presented to TRRA during the meetings described in Section 2 of this

Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal

September 19, 2014

RFP. During discussions with each Proposer, TRRA will either advise the Proposer that the proposed standard is acceptable, inform the Proposer of conditions that must be addressed in order for the standard to be acceptable, or inform the Proposer that the standard is unacceptable. In the Technical Proposal, inclusion of any proposed specifications and design standards determined unacceptable may result in the Proposal being non-responsive.

6.4 Bid Bond

Each Proposer must submit a Bid Bond in the form shown in Form 2. In the event the Proposer shall, in the judgment of TRRA, fail to comply with any requirement as set forth in the bond, TRRA shall immediately and forthwith, be entitled to recover the penal sum set forth in the Bond, together with court costs, attorney's fees, and any other expense of recovery.

6.5 Withdrawal of Proposal After Proposal Due Date

The Proposer understands and agrees that if the best value Proposer withdraws all or any part of its Proposal within 90 days after the Proposal Due Date without the written consent of TRRA, the Proposer shall forfeit its Bid Bond.

6.6 Responsive Proposal

The Proposer shall provide responses to all information requested in this RFP for the Proposal. Failure to provide the requested information may result in TRRA, at its sole discretion, determining that a Proposal is non-responsive and should be rejected. A Proposal will be considered non-responsive if it seeks to qualify or change any of the terms and conditions of the Contract, to limit or modify the bonds, insurance or warranties required, or if the Bid Bond is not provided.

6.7 Project Rights and Disclaimers

This RFP does not commit TRRA to enter into the proposed Contract or any other contract. TRRA assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. Except for payment of the Stipend to certain Proposers, all of such costs shall be borne solely by each Proposer.

In no event shall TRRA be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to TRRA, has been executed and authorized by TRRA and, then, only to the extent set forth therein.

7 PROTEST PROCEDURES

7.1 RFP Protests

A Proposer may protest the results of the above-described evaluation and qualification process by filing a written notice of protest by hand delivery or courier to the Chief Legal

Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Request for Proposal

September 19, 2014

Officer of TRRA with a copy to the TRRA Chief Engineer. The protesting Proposer shall concurrently file a copy of its notice of protest with the other Proposers. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any decision to accept or disqualify a Proposal on responsiveness grounds must be filed within five calendar days after the earliest of notification of non-responsiveness or the public announcement of the best value Proposer. Notice of protest of the decision on best value Proposal must be filed within five calendar days after the public announcement of the best value Proposal.

Within seven calendar days of the notice of protest, the protesting Proposer must file with the Chief Legal Officer of TRRA, with a copy to the TRRA Chief Engineer, a detailed statement of the grounds, facts and legal authorities, including all documents and evidentiary statements, in support of the protest. The protesting Proposer shall concurrently deliver a copy of the detailed statement to all other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden to prove that the decision of TRRA was arbitrary and capricious.

Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualification process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

Other Proposers may file by hand delivery or courier to the Chief Legal Officer of TRRA, with a copy to the TRRA Chief Engineer, a statement in support of or in opposition to the protest. Such statement must be filed within seven calendar days after the protesting Proposer files its detailed statement of protest. TRRA will promptly forward copies of any such statements to the protesting Proposer.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole and absolute discretion of the Chief Legal Officer of TRRA, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or MoDOT. The Chief Legal Officer of TRRA or his designee will issue a written decision regarding the protest within 30 calendar days after TRRA receives the detailed statement of protest or any allowed (discretionary) evidentiary hearing or oral argument. Such decision shall be final and conclusive. The Chief Legal Officer of TRRA or his designee will deliver the written decision to the protesting Proposer and copies to the other Proposers.

If the Chief Legal Officer of TRRA or his designee concludes that the Proposer filing the protest has established a basis for protest, the Chief Legal Officer of TRRA or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new RFP or taking other appropriate actions.

Form 1

**Terminal Railroad Association of St. Louis
Merchants Bridge West Approach Replacement
Receipt of Addenda**

Proposer (Team) Name:

Addendum Number:		Dated:	

The undersigned acknowledges receipt of the addenda to the RFP as indicated above.

Signature

Date

Typed Name

Title

Form 2
Bid Bond

BOND NUMBER: _____

WHEREAS, [Proposer] _____, a [corporation, partnership, limited liability company, joint venture, or other] _____, (Proposer or Principal) is herewith submitting its Proposal to the Terminal Railroad Association of St. Louis (TRRA) in response to Obligee's Request for Proposals (RFP) for furnishing Work for Merchants Bridge West Approach Replacement (Project); and

WHEREAS, Principal is required to furnish this bond as a condition of Obligee's acceptance of the Proposal.

NOW, THEREFORE, Principal and [Name of Surety] _____, a _____ (Surety), an authorized surety insurer in the State of Missouri, are hereby held and firmly bound unto the Obligee in the sum of (insert the amount equal to 10% of the proposed Contract Price) (Bonded Sum), for the payment of which Principal and Surety jointly and severally firmly bind themselves, and their successors, and assigns.

The condition of this obligation is such that, if the Principal satisfies the conditions for release set forth in the RFP, then this obligation shall be null and void; but if the Principal is awarded the Contract but fails to execute and deliver to TRRA the Contract together with all required documents, or if the Principal is selected for negotiation and fails to negotiate in good faith as set forth in the RFP, the Principal and the Surety hereby agree to pay to Obligee the Bonded Sum, as liquidated damages and not as a penalty, within ten days after such failure.

If suit is brought on this Proposal by Obligee and judgment is recovered, Principal and Surety shall pay all costs incurred by Obligee in bringing such suit, including without limitation reasonable attorney's fees as determined by the court.

Surety agrees that its obligations shall not be impaired by any extension(s) of the time for acceptance of the Proposal that Principal may grant to Obligee, in accordance with the RFP or otherwise, and waives any notice of such extension(s).

Form 2 Bid Bond

[To be signed by authorized signatory or signatories of the Proposer and the Surety]

[PROPOSER]

[SURETY]

By:

Signature

Typed or Printed Name

Title

Date

By:

Signature

Typed or Printed Name

Title

Date

Form 3
Bid Form

See file on ftp site.