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November 20, 2024

Addendum Number 1

RFP # 24-27-211778

ARRC Railroad Workers in Charge Term Agreement

This Addendum is being issued to provide information as follows:

1. Remove and replace Section D Evaluation Criteria with Attachment #1, REVISED Section D Evaluation Criteria.
 - a. Criteria # 2 and #5 have been revised.
2. Reference Administrative Requirements item 2.3, remove and replace with the following:
"2.3 The successful offeror is responsible for all equipment and transportation to and from work locations. RWIC personnel must attend **and pass** an ARRC Track Car class (5-days) and an on-track check-ride prior to starting work. ARRC will provide access to all required documents (Time Table, Operating Rules, TGBO, etc)."
3. Reference Scope of Work, 3.1 General, c., add the following at the end:
"ARRC's frequency band for all Railroad's voice channels is VHF 160-162 MHz. ARRC currently uses Motorola APX6500 VHF Mid Power Radios with an E5 head."
4. Reference Scope of Work, 3.1 General, add item h:
"h. Hy-rail equipment must meet FRA Regulations."

Questions and Answers:

5. Q: Is the railroad track car class going to be considered good for the roadway worker and track safety? And how often is the railroad going to provide track car class if Contractor lost an employee or had to hire on new employees?
A: The railroad track car class only covers ARRC operating rules for the operation of hy-rails on ARRC track. RWIC employees provided by this contract are to already be trained and qualified in Railroad Workplace Safety (FRA part 214) and Track Safety Standards (FRA 213). An initial track car class specifically related to ARRC operations will be provided at the start of the Contract. Additional classes are periodically scheduled throughout the year at the convenience of ARRC.
6. Q: It says in the statement of work that you will be requiring track inspections. What is this going to consist of and, if so, is the railroad going to provide previous track inspections and the reports? FRA 6180.96
A: The track inspections will be limited to after the protected work has been completed solely for the determination that the track is safe for the passage of trains.
7. Q: Can you provide a list of the railroad PPE that is going to be required. (red boards, derails, level board, string line, etc.)
A: Personal Protective Equipment (PPE), as provided by FRA Part 214, can be found in that regulation.

8. Q: As far as the 5 days of training goes, will that be like the week before the first project starts? If not, will the winning bidder be expected to cover the cost of travel, etc. for the training days? If it's the week prior to the work start, we feel fine with covering that cost, but wasn't sure about the timing of that.
- A: ARRC will coordinate with the Contractor for when the initial 5-day class will be performed. ARRC will attempt to meet Contractor schedule; however, cannot guarantee it will be immediately prior to initial project start.

All other terms and conditions remain unchanged.

Acknowledge receipt of this and all addenda in your firm's Services Bid Form.

Sincerely,

Michele Hope

Michele Hope
Senior Contract Administrator

REVISED - SECTION D

EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made in accordance with Section E. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

DESCRIPTION

WEIGHT

1. Objectives, Services and Commitments

1. Weight: 5

Response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Work provided with this RFP. Define any assumptions that may be necessary to provide a thorough response to this RFP.

Include a discussion of your company's understanding of the services required and your company's relevant experience providing the types of services identified in the Statement of Work.

Your response must also: (1) describe your company's availability to commit to this work, to include both current and potential time commitments of your proposed Project Staff and how any conflicts would be managed; (2) discuss the projected workload for all clients and the impact of your company's performance capabilities with regards to completing the ARRC's work; and (3) demonstrate adequate support personnel, facilities and other resources, as necessary, to provide the services required.

2. Methods, Management and Quality Control

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract and Statement of Work. Offerors should consider how each task may be carried out and what level of interaction may be required from/with the ARRC. Offerors should also address how their team and/or proposed approach/methods will provide overall assistance in the management of projects at various stages within each phase of the project analysis and decision-making process. If applicable, Offerors should suggest alternative methods for executing the Statement of Work that may produce improved results or efficiencies. Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, software, unique approaches, unique capabilities/experiences or concepts relevant to the required services which the Offeror may use.

Response must describe the administrative and operational structures to be used for performing the proposed contract. For example, the Offeror should consider who will have overall responsibility for the contract; who will have direct responsibility for specific disciplines; and what will the lines of authority/communication be? A graphic depiction of the proposed team organizational chart is preferred in the response to this criterion. Accordingly, your response should also identify how communications will be maintained between your Project Staff, the ARRC and (as applicable) any other government agencies or the public.

Offerors should provide a description of their proposed quality control procedures and any staff that may be assigned to specific quality control processes. This response should be specific to the anticipated activities that will be conducted under the proposed Statement of Work.

Response must address the following items and any additional items not already specified that may need consideration when responding to work within this term contract.

RWIC Minimum Number of Hours per call-out: _____ (hours)

Maximum Hours per RWIC, per 24 hours: _____ (hours)

Minimum Notice (From Task Order to Work): _____ (days)

Overage* Minimum Notice (From Task Order to Work): _____ (days)

** Overage: There may be times where ARRC requires more RWIC personnel than the established monthly value. The Contractor shall provide, the duration of Notice required to have the additional staff available, and any limitations regarding the number of additional staff available. The Notice will only apply where the number of On-Call Personnel actively billing exceeds number established that previous December.*

3. Proposed Project Staff

3. Weight: 10

Response must name the individuals to perform the following functions related to the contract and Statement of Work, including providing a brief description of their qualifications for performing their role on the project. The offeror is also required to provide the names and narratives of any other professional/technical personnel that are anticipated to be utilized in executing the proposed contract.

For each individual identified, describe the work to be performed and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on each individual's specific duties and responsibilities and how their project experience is relevant to the proposed contract.

For each person named, identify their professional discipline or job classification, current certifications and what role they will have under this contract. List at least 2 professional references (contact persons and telephone numbers) for each person.

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

Contract Manager: Individuals assigned with legal responsibility for management of the firm. They may be owners, partners, corporate officers, etc. Proposed experience should include work similar to size and scope.

Roadway Worker In Charge (RWIC): also known as a flagman, CIC, or EIC in different locations, is responsible for ensuring the safety of individuals who are working on, or who have the potential to obstruct, the railroad right of way. RWICs shall be trained in federal and local railroad rules, policies, and procedures to communicate with train operators and dispatchers regarding daily work activities, and to keep workgroups and equipment from interfering with the safe movement of rail traffic.

4. Experience

4. Weight: 25

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which project staff was involved in each project. The ARRC reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

5. Labor Billing Rates (Required Format)

5. Weight: 40

Standard Rates for RWIC (all inclusive of any and all travel, overhead, equipment, consumables, profit, premium pay, taxes, licenses, administration, training, mobilization/demobilization or any other cost associated with providing RWIC services). This rate shall be applicable for both federally or non-federally funded projects. All work must be self-performed by the Offeror. Subcontracting for any part of this Contract will not be allowed.

1. RWIC Standard Rate per Hour	(Estimated at 70% of total labor effort)
2. Overage Rate per Hour	(Estimated at 20% of total labor effort)
3. Standby Rate per Hour	(Estimated at 10% of total labor effort)

Percentage of labor effort is for evaluation purposes and is not a guarantee of work effort.

Response will be scored as follows: The hourly rates listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an Aggregate Rate for each Offeror. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror.**

$$\frac{(\text{Lowest Aggregate Rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's Aggregate Rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

Overage: There may be times where ARRC requires more RWIC personnel than the established monthly value. The Contractor shall provide an Overage Rate, if different than the Standard Rate, The Overage Rate will only apply where the number of On-Call Personnel actively billing exceeds number established that previous December (or by subsequent agreement) on any given day of the month.

Standby Rates will be paid by ARRC for any calendar month where the total number of hours billed (On-Call Personnel and Overage,) per On-Call Personnel, is less than 168.

Example 1:

The Contractor has 5 On-Call Personnel billed by the day for the month of June (billed at the Standard Rate). Two of the personnel bill for 200 hours, two bill for 150 hours, one bills for 100 hours. Additionally, there was an additional RWIC who worked 60 hours as Overage. The Standby Rate threshold is 5 On-Call Personnel times 168 hours, or 840 hours per month. The total days hours that month is 860, this is greater than the average of 168 hours per Standard On-Call Personnel, so ARRC will not pay Standby.

Example 2:

The Contractor has 5 On-Call Personnel billed by the hour for the month of June. Two of the personnel bill 190 hours, 1 bills 170 hours, one bills 150 hours, one bills 120 hours. The Standby Rate threshold is 5 On-Call Personnel times 168 hours, or 840 hours per month. The total hours billed that month is 820 hours, so ARRC would reimburse the Contractor for 20 hours at the Standby Rate.

CONTRACT AWARD

Once ranking has been established, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

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