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NATIONAL RAILROAD PASSENGER CORPORATION

**AMTRAK**

## **REQUEST FOR QUALIFICATION (“RFQ”)**

RELATED TO A MASTER DEVELOPER AGREEMENT FOR THE  
CHICAGO UNION STATION DEVELOPMENT PROJECT



RFQ ISSUANCE DATE: May 20, 2016

PRE-PROPOSAL MEETING & TOUR: June 9, 2016

RFQ CLOSING DATE: July 1, 2016



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## **Part A**

### **1 DISCLAIMER**

The contents and information provided in this Request for Qualifications (“RFQ”) are meant to provide general information to interested parties. The successful Proposer will be required to execute a Development Agreement with Amtrak that will govern the rights, duties, and obligations between Amtrak and the successful Proposer. Accordingly, the terms set forth within this RFQ do not constitute, and may not be construed as constituting, any agreement or contract between Amtrak and any of the Proposers (including but not limited to the successful Proposer, if any).

The issuance of this RFQ in no way constitutes a commitment by Amtrak to select any response. Amtrak shall have the right at its sole discretion to reject any or all responses. Further, Amtrak reserves the right to alter or abandon this RFQ or the Project at any time.

Amtrak shall not be liable for any Proposer’s expenses associated with its preparation of a response or Amtrak’s consideration of any such response.

The Supporting Documents presented in this RFQ are provided solely for the convenience of the Proposers and other interested parties. It is the responsibility of the Proposers and interested parties to assure themselves that the information contained is accurate and complete. Amtrak provides no assurances pertaining to the accuracy or completeness of the data in this RFQ or the Exhibits.

By participating in this RFQ process (whether or not a Submission of Qualifications is ultimately submitted), each Proposer shall be deemed to have acknowledged and agreed that Amtrak is subject to the federal Freedom of Information Act (“FOIA”) and, as such, is legally obligated to disclose to the public documents, including responses, to the extent required thereunder. Amtrak’s legal obligations shall not be limited or expanded in any way by a Proposer’s assertion of confidentiality and/or proprietary information.

## 2 Definitions

1. Affiliate – Entity as defined in Part B, Section 1.2.12 that has engaged in business or investment in North America with the Proposer or has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity.
2. Amtrak - National Railroad Passenger Corporation
3. Contracting Member - Any Equity Members or Non-Equity Members of a Proposer which, if chosen to become the Selected Proposer, would be signatories of the Agreement.
4. Development Agreement – Development Agreement is the contract(s) to be signed between Amtrak and the Selected Proposer that outlines terms to plan, design, build, finance, operate and maintain the Project.
5. Equity Member - Any Proposer Team Member proposed to provide an equity contribution to or on behalf of the Proposer in connection with Project, be that in the form of cash (or equivalent) or debt.
6. FAR – Floor Area Ratio is the ratio of a building’s total floor area to the size of the piece of land upon which it is built.
7. Financially Responsible Party - A parent company or affiliate company engaged to demonstrate financial capability of Proposer, Equity Members of Proposer, or lead contractor.
8. FOIA – Freedom of Information Act
9. Guarantor - Any person or entity that is proposed to guarantee any of any Equity Member’s obligations in connection with the Project.
10. Lead Team Member - The single team member that is the managing member or otherwise has lead responsibility for the Proposer.
11. Master Developer – See concept defined in Part A, Section 6.2.
12. Major Non-Equity Member - The following team members, if such team members do not hold an equity interest in Proposer: the lead architect/engineering firm, the lead contractor, and the lead firm responsible for facilities operations and maintenance.
13. NDA – Non-Disclosure Agreement
14. Non-Equity Member - Proposer team Members that are not Equity Members or Lead Team Members, including advisors, consultants, attorneys, and other contractors supporting a Proposer in connection with the Project.
15. PD – Planned Development zoning distinction
16. Phase 1A – The first stage of work for Phase 1 infrastructure improvements Amtrak is undertaking including planning, historic review and preliminary engineering services.
17. Procurement Contact – Person responsible for receiving all clarifying questions and SOQ submittals.

18. Procurement Portal – Website where project information is uploaded - <https://procurement.amtrak.com>
19. Program – Amtrak’s comprehensive view of its operating mandate, portfolio of real estate assets and land holdings to identify actionable opportunities to maximize its value while attracting private investment and generating significant new revenue streams to fund capital programming needs.
20. Project – Comprehensive master developer solution is outlined in Part A, Section 7.3.
21. Project Documents - Any appendices, technical specifications or other documents directly associated with the Agreement.
22. Proposer - An entity or consortium of entities and/or persons (most likely a team of firms and individuals) that intends to submit an SOQ in response to the RFQ.
23. Restricted Parties - Individuals or firms identified by Amtrak that may not participate as part of any Proposer.
24. RFP Process – The Request for Proposals process described herein, that may be conducted subsequent to the RFQ process.
25. RFQ - this Request for Qualifications.
26. Selected Proposer - The Shortlisted Proposer that is selected by Amtrak to enter into a Development Agreement and deliver the Project.
27. Shortlisted Proposer - Proposers selected based on their Statement of Qualifications to participate in the RFP process described herein.
28. Statement of Qualifications or SOQ - The Proposer’s response to this RFQ.
29. Supporting Documents - Reports and other supplementary information provided on the Procurement Portal. For purposes of this RFQ and all SOQs, Amtrak does not guarantee the accuracy of this information.
30. Technical Provisions – Document detailing the technical specifications for the project to be signed along with the Development Agreement.
31. Website – Website where project information is uploaded - <https://procurement.amtrak.com>
32. 2012 CUS Master Development Plan – Prior plan to develop CUS which can be found at: <http://www.cityofchicago.org/dam/city/depts/cdot/CDOTProjects/Chicago-Union-Station-Master-Plan-Study.pdf>

## 3 Chicago Union Station Introduction

### 3.1 CUS Vision

Amtrak and its local partners envision Chicago Union Station (“CUS”) as an iconic landmark and destination in Chicago and this RFQ begins the process to identify a Master Developer that can help realize this vision. CUS should be a destination on par with the city’s great cultural and civic attractions; one that allows commuters, residents, tourists and workers a place to connect with home and office but also gather, play and explore Chicago and points beyond. For its part, Amtrak is working with the City of Chicago (the “City”) through its Department of Transportation (“CDOT”) and Department of Planning and Development (“DPD”), as well as the Chicago Transit Authority (“CTA”), the State of Illinois (the State), the Northeast Illinois Commuter Rail Corporation (“Metra”), the Regional Transportation Authority (“RTA”) and others (collectively, Amtrak’s “stakeholders”) to help realize this vision.

*“Union Station provides an essential link to jobs and economic opportunities for Chicagoans. Modernizing Union Station is a positive development for residents, travellers, and businesses across the city.”*

*~Mayor Rahm Emanuel; City of Chicago*

The development of CUS is another step forward in building 21<sup>st</sup> century infrastructure to power Chicago’s economy. Investments have been and are being made, including Amtrak’s upgrades to the Headhouse that included abatement, sprinkler systems, and the installation of air conditioning, CDOT’s new Loop Link rapid bus system and Union Station Transit Center, as well as joint preliminary work on Phase 1 of the 2012 CUS Master Plan. Importantly, Amtrak is working to address critical infrastructure and capacity expansion needs within the station and provide opportunities to connect CUS to the CTA’s Blue Line and Metra’s Ogilvie Station. However, these improvements must be coupled with a comprehensive redevelopment of CUS to realize the ultimate vision articulated in the RFQ.

Amtrak believes that a private partner – a Master Developer – can best help achieve a tremendous outcome, one that optimizes CUS as an asset that serves over 33 million travellers and commuters per year and is a key driver of Chicago’s economy. Any development solution envisioned by the selected Master Developer will need to align with Amtrak’s overall goals and objectives as well as integrate successfully with the surrounding West Loop neighborhood. As such, it is critical that the Master Developer achieve success in community engagement, incorporating feedback from West Loop stakeholders into any development plan.

This development must transform the existing Station, including the historic Headhouse structure, into one that invites interaction with its users and the surrounding city. CUS has potential to become a vibrant destination rather than just a pass-through facility, and Amtrak asserts that CUS should become a commercial center and civic asset that welcomes and serves travelers, neighborhood residents, and downtown workers alike, while further

enhancing the economic vitality of the West Loop, the City of Chicago and the Midwest Region.

The West Loop neighborhood around CUS started out as a warehouse district in the 1800s and is now one of Chicago’s fastest growing neighborhoods, with a wide range of developments currently underway in the surrounding area. The West Loop is a dynamic urban environment with features such as new office and residential skyscrapers, art galleries, live-work loft spaces, and world renowned restaurants. Nearby attractions include Greek Town, the Lyric Opera, the French Market and Chicago’s expanding Riverwalk. CUS also provides regional access to Chicago’s museums, Millennium Park, and the Lakeshore.

*“The station should be a center for improved street life, thriving neighborhood development and an improved intermodal transportation hub bringing people in and out of the city. The station should be restored into a vibrant architectural landmark that draws in people into the West Loop.”*

*– Deputy Mayor Steve Koch; City of Chicago*

### 3.2 History of Chicago Union Station<sup>1</sup>

CUS is a key transportation facility and vital economic driver for the City of Chicago and the region. It is located on the west side of the Chicago River between West Adams Street and West Jackson Boulevard in the West Loop area of downtown Chicago. CUS was envisioned by famed Chicago architect Daniel Burnham. Burnham died before construction began, and the work was completed by his successor firm, Graham, Anderson, Probst and White. CUS opened on May 15, 1925 after ten years of construction at a cost that would equate to more than \$1 billion in today’s dollars. CUS has been deemed eligible for the National Register of Historic Places by the Illinois Historic Preservation Agency and on May 1, 2002 the station was designated a Chicago Landmark and one of America’s “Great Places” by the American Planning Association (“APA”).



**CUS Concourse and Headhouse (1925)**



**CUS Headhouse (2015)**

<sup>1</sup> Source: [www.greatamericanstations.com](http://www.greatamericanstations.com)



CUS is owned by the Chicago Union Station Company (“CUSCo”), a wholly-owned subsidiary of Amtrak. It handles over 300 trains per weekday carrying approximately 120,000 arriving and departing passengers, a level of passenger traffic that would rank it among the 10 busiest airports in the nation. CUS is Amtrak’s third busiest station in terms of volume of passengers annually with more than 33.4 million passengers in FY2014. CUS currently operates at, or near, capacity during peak periods, threatening its ability to sustain ridership and economic growth. Furthermore, ridership demand is anticipated to grow considerably over the coming decades. Amtrak’s overall ridership is projected to triple in the next 25 years.

CUS is the only example in the United States of a “double-stub end” railroad station, where 10 tracks approach from north and 14 tracks approach from the south terminating at the station. Two additional tracks continue through CUS. Since 1972 all Amtrak services in Chicago have originated and terminated at CUS. The property and surrounding streets also serve as a multi-modal transportation hub for Metra commuter trains and the CTA as well as for private tour buses and bus lines. Below is a summary of current and projected ridership for Amtrak and Metra at CUS.

**Current and Projected Ridership at CUS<sup>23</sup>**

	Annual			Average Weekday			Peak Hour		
	Current	Year 2040	Year 2060	Current	Year 2040	Year 2060	Current	Year 2040	Year 2060
Metra	30,400,000	41,900,000	46,300,000	109,000	150,000	165,500	27,200	34,400	36,400
Amtrak	3,000,000	9,500,000	26,600,000	9,700	30,500	85,800	1,000	3,600	10,300
Total	33,400,000	51,400,000	72,900,000	118,700	180,500	250,800	28,200	37,500	45,000

Since 1925, significant renovations to CUS were completed in 1971, 1991, and 2011. In 2011 a \$25 million infrastructure improvement project restored air conditioning to the Great Hall as well as renovated the upper office floors. Furthermore, Amtrak abated all asbestos and installed a new sprinkler system on Floors 2 through 8 in the Headhouse from 2014 to 2015. The Headhouse Building is now fully compliant with the City of Chicago Building Code.

<sup>2</sup> Source: Chicago Union Station Master Plan, Chicago Department of Transportation, 2012.

<sup>3</sup> Metra ridership projections are based on weekday growth at 0.5% annually, with an assumed continuation of long-term growth. Boarding and alighting riders are counted separately; thus transfers (or thru riders) are counted twice (per airport usage practice). Amtrak ridership projections reflect assumed increases in speed and frequency related to proposed intercity service in the Midwest corridor.

## 4 Project Introduction

Amtrak is seeking qualified teams of private-sector firms to help create and implement an innovative vision and public-private business arrangement for the commercial and real estate redevelopment of CUS and surrounding sites. Amtrak is issuing this RFQ in order to enter into a mutually beneficial Development Agreement with a Master Developer that achieves the preliminary goals outlined in this RFQ. The anticipated scope includes delivery of the following potential project elements:

1. Negotiation of a Development Agreement(s) for: (a) the CUS Headhouse, inclusive of retail and potential commercial expansion opportunities within adjacent concourses, and (b) commercial development of certain Amtrak-owned parcels/sites surrounding the Headhouse, which may include office, retail or residential development uses; and
2. The subsequent implementation of the (a) the planning, design, building, financing, and operation of revenue-generating elements of the station commercial development; (b) capital and maintenance of the aforementioned project elements; and (c) the capital and real estate development opportunities included in the Development Agreement, as authorized by Amtrak.

The Master Developer will work with Amtrak and its stakeholders to create a commercial and real estate development vision for CUS and the surrounding Amtrak-owned sites, and would be responsible for coordination and execution of the vision. At this time Amtrak anticipates it will retain responsibility for capital investment and implementation related to rail infrastructure, passenger and commuter rail operations and the specific CUS project elements related to rail operations. The Master Developer will be responsible for all commercial, retail, and related real estate development components of the project elements initially outlined in this RFQ and ultimately reflected in the Development Agreement. Additional detail on the potential Project scope is provided in Part A, Section 7.3.

### 4.1 Project Goals

Amtrak's previous, current, and future activity in the Project is guided by the following goals and objectives:

- Invest in development opportunities to realize value from currently underutilized assets while enhancing the customer experience for all CUS users.
- Generate an upfront development (or concession) fee and on-going financial participation in the form of revenue sharing arrangements so that revenue can be reinvested into Amtrak's core operations.
- Enhance circulation within CUS and better integration/connectivity with the surrounding neighborhood.
- Optimize the usage of the historic CUS Headhouse.

- Stimulate ridership growth, revenue, and the City of Chicago’s economy by reinvigorating the retail and commercial potential of the Headhouse and surrounding commercial development opportunities.
- Integrate retail, dining and commercial development in a mixed-use environment to maximize the non-railroad revenue potential of CUS.
- Provide opportunity to a Master Developer to realize a comprehensive vision that promotes the iconic atmosphere of CUS and place making opportunities while achieving a reasonable return on investment.

## **4.2 Invitation to Respond to this RFQ**

Amtrak hereby invites interested parties to respond to this RFQ and to participate in the planning, design, building, financing, project delivery, and the on-going operations and maintenance of the CUS Headhouse, CUS concourses, and the surrounding sites.

Amtrak asks that Proposers deliver a Statement of Qualification (“SOQs”) exhibiting a strong preliminary development plan that is reflective of the goals articulated in this RFQ. Teams selected to advance beyond the RFQ phase will have demonstrated experience in major real estate redevelopment projects along with retail and concessions management. Selected teams will have demonstrated experience with the use of transit-oriented development, innovative financing structures, including, but not limited to, tax increment finance, historic tax credits, and federal credit facilities such as TIFIA and RRIF. Finally, teams selected to advance will have demonstrated experience with facilities maintenance and operations, and operating sophisticated projects within a complex, highly-regulated physical environment.

The selected Master Developer will be expected to deliver a buildable and financially viable master development plan for the commercial redevelopment of CUS and surrounding sites. The plan will provide a full description of how private-sector capital and risk transfer to generate monetary value to Amtrak, optimize circulation, and enhance the overall customer experience. Examples of potential commercial structures for the Development Agreement may include, but are not limited to, a long-term concession granted through a ground lease, a joint venture relationship between Amtrak and the developer, and a pre-development agreement.

The selected Master Developer will have the opportunity to implement a comprehensive and mutually agreeable vision for CUS with the intent of realizing a return from the anticipated commercial, retail, and real estate development opportunities while also potentially providing on-going monetary consideration in the form of revenue sharing arrangements with Amtrak.

Amtrak anticipates that Proposers will deliver SOQs exhibiting a strong preliminary development plan that is reflective of the goals articulated in this RFQ. For more information regarding the expectations for the preliminary development plan envisioned as part of the SOQ, please refer to Part A, Section 11.3.3: Qualifications Evaluation Criteria and Weighting; Approach to Project.

Amtrak hereby invites interested parties to respond to this RFQ to participate in the planning, design, building, financing, project delivery, and the on-going operations and

maintenance of the defined project elements, including the CUS Headhouse, CUS concourses, and the surrounding sites.

## 5 The National Railroad Passenger Corporation

### 5.1 Mandate<sup>4</sup>

Amtrak (“National Railroad Passenger Corporation”) is incorporated under the District of Columbia Business Corporation Act (D.C. Code Section 29-301 et seq.), in accordance with provisions of the Rail Passenger Service Act of 1970 (P.L. 91-518).

Amtrak is operated and managed as a for-profit corporation. Congress created Amtrak in 1970 to take over the intercity passenger rail services of approximately two dozen private railroads. In exchange for relieving these companies of their passenger rail obligations, federal law and regulatory order required them to allow Amtrak access to their tracks so it could independently operate its national intercity passenger rail network.

In establishing Amtrak, Congress found that “modern, efficient, intercity railroad passenger service is a necessary part of a balanced transportation system; that public convenience and necessity require the continuance and improvement of such service... [and] that the traveler in America should to the maximum extent feasible have freedom to choose the mode of travel most convenient...”

The Passenger Rail Investment and Improvement Act of 2008 (P.L. 110-432), assigned Amtrak the mission “to provide efficient and effective intercity passenger rail mobility consisting of high quality service that is trip-time competitive with other intercity travel options.”

Amtrak manages a national network structured to provide short-distance services of 750 miles or less and long-distance trains that provide system connectivity on routes ranging up to 2,438 miles in length. It serves 46 of the 48 contiguous states and provides mobility to the nation’s largest urban areas and some of its smallest rural communities.

It partners with 18 states under 19 operating agreements to offer short-distance services. Amtrak strives to connect and build the American economy. Over the past decade, Amtrak has set numerous ridership and revenue records, and has endeavored to improve its system and equipment while safeguarding taxpayers’ investment in the national network.

Amtrak strives to move America where it wants to go. Three goals — safety and security, customer focus, and financial excellence — guide Amtrak’s business practices and ensure the company employs its financial and human resources in the most effective manner to meet the changing demands of the transportation marketplace.

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<sup>4</sup> <http://www.amtrak.com/ccurl/1000/237/Amtrak-Annual-Report-2013.pdf>

## 5.2 Origins and History<sup>5</sup>

As the result of the nation's reliance on automobiles and increasing popularity of airplane travel that led to the declining use of passenger trains, Congress passed the Rail Passenger Service Act of 1970. This legislation established the National Railroad Passenger Corporation to take over the intercity passenger rail service that had been operated by private railroads. Amtrak began service on May 1, 1971 serving 43 states with a total of 21 routes.

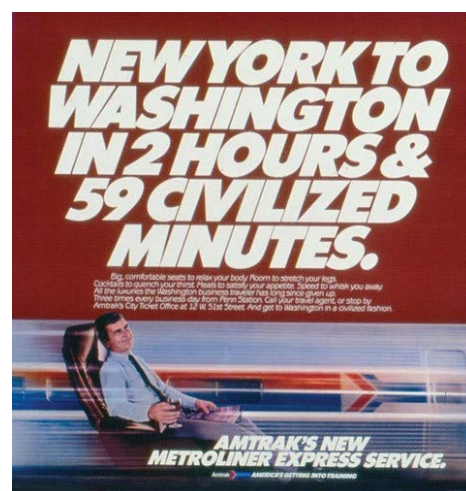
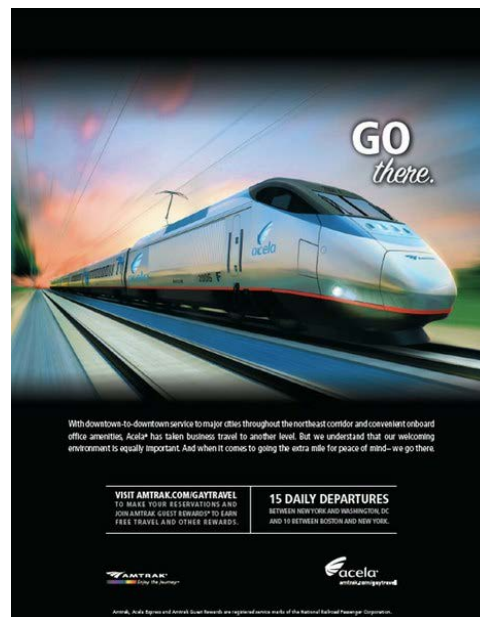
With respect to CUS, the Station was completed in 1925 having been built for a consortium of four railroads headed by the Pennsylvania Railroad (PRR): the PRR; the Chicago, Burlington and Quincy Railroad; Chicago and Alton Railroad; and the Chicago, Milwaukee and St. Paul Railway ("CM&SP"). CUS replaced the city's overcrowded 1881 Grand Passenger Station. CUS is a double stub end station, with most tracks coming into platforms from the north and south, but not connecting. One track at the east end does connect. With the exception of CM&SP's yard, the yards supporting the consortium's operations at CUS were located south of the station in a tangle of railroad lines.

Prior to Amtrak's formation in 1971, intercity passenger trains were leaving Chicago from five different stations. Amtrak started with 20 trains serving CUS, consolidating regional and long distance trains in one location.

## 5.3 Amtrak Organization and Governance

Amtrak is led by a Board of Directors ("Board") and 11-person Executive Committee responsible for setting corporate policy and overseeing the management of the company.

The Board is made up of seven (7) voting members appointed for five-year terms by the President with the advice and consent of the Senate. The President has appointed the Secretary of Transportation, Mr. Anthony Foxx, as one of the board members. The Board is currently chaired by Mr. Anthony Coscia.



<sup>5</sup> <http://history.amtrak.com/>

## **6 Master Developer Program Details**

### **6.1 Program Description and Objectives**

Following recent strategic planning efforts within Amtrak, there is a renewed focus on the sustainable financial performance of the organization. As a result, Amtrak is taking a comprehensive view of its operating mandate, portfolio of real estate assets and land holdings to identify actionable opportunities to maximize its value while attracting private investment and generating significant new revenue streams to fund capital programming needs (“the Program”).

Amtrak has a nationwide portfolio of assets including stations, facilities, rail infrastructure, air-rights, and rights-of-way, which generate recurring revenues or have the potential to do so. Currently, Amtrak owns and operates over 2,000,000 square feet of industrial station properties and uses over 6,000,000 square feet of maintenance facilities. Amtrak also uses approximately 1,000,000 square feet of office buildings, both owned and leased.

Amtrak intends to leverage this Program to implement innovative strategies that support its core mission of “delivering intercity transportation with superior safety, customer service and financial excellence.”

### **6.2 Master Developer Concept**

In developing the Program, Amtrak has conducted analysis on potential commercial structures that could deliver the greatest value for itself, its stakeholders, and a long-term private sector partner. Amtrak is pursuing the opportunity of a Master Developer to enter into a Development Agreement for CUS that provides opportunities for strategic alignment between Amtrak and a private partner.

At its core, the Master Developer concept will utilize a private partner to both define and implement a variety of CUS improvements and large-scale development opportunities over the term of a contract. The resulting Development Agreement may be structured to include multiple real estate, retail and concession development opportunities. The selected Master Developer will work closely with Amtrak and its stakeholders to define a comprehensive CUS plan that will be reflected in the Development Agreement.

The Master Developer partnership offers both Amtrak and prospective Proposers substantial value propositions. For Amtrak, it helps deliver a complex arrangement of commercial planning, development and improvement needs by shifting these responsibilities to a qualified and experienced long-term partner. This Master Developer would be expected to bring proven expertise for managing risks and responsibilities in a cost-effective manner. In addition, the private sector has access to a broad range of capital that could be used to finance (and accelerate) large-scale development opportunities too large for Amtrak to manage on its own.

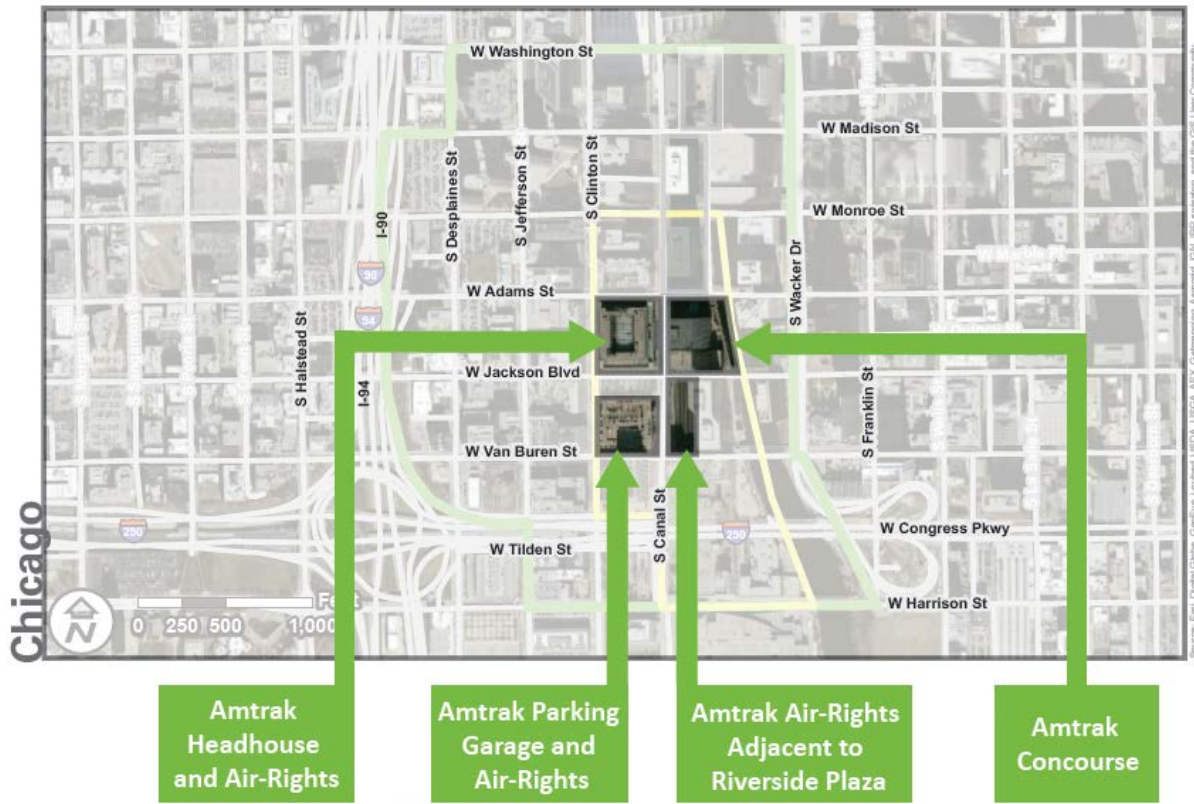
For the Master Developer, such a structure provides the opportunity to derive a return on investment from a commercial development plan and from revenue-generating assets over a long-term agreement tailored to specific requirements that will be discussed with shortlisted proposers. Amtrak wishes to convey opportunities to the Master Developer such that it achieves the goals for CUS and Amtrak’s financial outcomes. While not all-

encompassing, Amtrak asserts that the potential Master Developer could engage in a broad array of development opportunities (i.e., retail, concessions, mixed-use, residential, hospitality, commercial office space and other leasing arrangements).

# 7 Project Details

## 7.1 Site Description

The total area owned by Amtrak, and outlined in the maps on this and the following page, is 14.07 acres, which includes 613,075 SF of total land area and 1,328,804 total SF of building area, in addition to 1,679 parking spaces and approximately 3,000,000 total buildable SF of excess air-rights. The CUS complex is generally comprised of the Concourse, Mezzanine, Headhouse, Amtrak Parking Garage, and the North and South Train Sheds. There are two buildings owned by third parties: RREEF owns 222 S. Riverside Plaza above the concourse and TIER REIT owns 444 W. Jackson Boulevard.







Amtrak also has various fee simple, leasehold, and adjoined interests as part of the North and South Train Sheds, and between W. Van Buren Street and W. Fulton Street that house the rail tracks and platforms. Amtrak has right of first refusal on air-rights over the Union Station Transit Center area adjacent to the garage. For additional detail relating to CUS and the sites including information on zoning, easements and assessed value and property tax, please refer to the Exhibits.

## 7.2 Discussion of Ongoing and Interim Work

For purposes of this RFQ, potential Proposers should be aware of ongoing investment and improvement activities being led by Amtrak in and around CUS. These activities do not preclude implementation of a Development Agreement. In 2012, the City of Chicago, in partnership with Amtrak, Metra and other stakeholders, developed a master plan for CUS. The plan outlined near-term, mid-term, and long term improvements to address passenger capacity, service, safety, accessibility, and mobility issues at and around CUS. Amtrak intends to fund and execute these improvements internally; however, seeks input as part of this RFQ as to what elements a developer may wish to include in its scope. It is Amtrak’s goal that revenues derived from the commercial developments can help fund these infrastructure improvements.

As part of the foregoing, Amtrak and its partners are advancing design work for near-term improvements that were identified in the 2012 CUS Master Plan. These improvements,

collectively called Phase 1, include projects that will better accommodate the growing demand from both intercity and commuter-rail passengers, and improve safety and increase passenger service amenities throughout CUS. Phase 1 includes the following projects:

1. Renovate Canal Street Lobby, NS/EW Concourse Expansion, Overhaul HVAC
2. Renovate and Expand Adams Street (ADA) Entrance
3. Renovate and Expand Jackson Boulevard Entrance
4. Install Canal Street Headhouse (ADA) Entrance Elevator
5. Add Vertical Access Along Canal Street
6. Widen Platforms 6/8 and 10/12 and Add Direct Access (ADA) to Street Level
7. Add Platform 2/4 Direct Access (ADA) to Jackson Street
8. Add Platform 1/3 Direct Access (ADA) to Madison Street
9. Convert High-Level Mail Platform to Passenger Platform
10. Interlocking Improvements Within Terminal Area Limits
11. Pedestrian Passageway and Street Access to Ogilvie
12. Pedestrian Passageway to CTA Clinton Blue Line Station
13. Renovation and Expansion of Existing Station Retail
14. Evaluate Platform Ventilation and Advance through Preliminary Design

The first stage of work for Phase 1 improvements, called Phase 1A, includes planning, historic review and preliminary engineering services for the first 13 projects, up to 30% design, with an option to advance design up to 100%. The Phase 1A RFP was released in the fall of 2015, and the resulting planning process will be coordinated with the concurrently advancing Master Development initiative to ensure that the two processes are integrated. The last item, Platform Ventilation, is being evaluated through a coordinated parallel process. Amtrak is currently evaluating which, if any, elements of Phase 1 will be included in the scope of the Master Developer and encourages Proposers to identify what elements may be ideally included in the scope of the Project as part of their Approach to Project, Part B Section 1.3.

### **7.3 Preliminary Project Scope Description**

The current Project scope for the Master Developer Development Agreement currently includes the following:

- Comprehensive CUS development plan and implementation via the Development Agreement
- Commercial development and redevelopment opportunities, including:
  - Headhouse redevelopment, including the Great Hall and vacant upper floors.
  - Parking Garage expansion or redevelopment

- Retail modification and expansion at CUS and the surrounding sites, including the Concourse, Mezzanine, Headhouse and Parking Garage spaces.
- Air-rights development above the Headhouse, above the Amtrak-owned parcel adjacent to 300 S. Riverside Plaza and above the Parking Garage.
- Retail and concession opportunities in the commercial developments
- Development of air-rights above CDOT's Union Station Transit Center, as part of Amtrak's Right-of-First Offer agreement with the City of Chicago.
- Facilities and lifecycle management of the project elements, effectively encompassing non-rail and non-railroad operations assets ("O&M")

Further detail on development opportunities and Project elements within the scope is provided below:

### *Commercial Development Opportunities*

Based on Amtrak's real estate ownership in and around CUS, potential development opportunities include:

- **Headhouse Redevelopment:** The Headhouse is an eight-story structure that consists of 579,531 SF of which 60,000 is currently office space. The remaining space is used for retail and waiting areas or is vacant. It is located on a parcel of land bounded by S. Canal Street, W. Adams Street, S. Clinton Street, and W. Jackson Boulevard. This parcel has direct access to S. Canal Street, secondary access to W. Adams Street and W. Jackson Boulevard, and additional access from S. Clinton Street.

In the middle of the Headhouse is the "Great Hall," a 110-foot high atrium underneath a vaulted skylight. Passengers can reach the Concourse and the Platforms from the Headhouse via a passageway under Canal Street. This opportunity could involve the development of potential commercial and retail space in the floors surrounding the Great Hall. Ideas may include office space, retail opportunities, passenger lounges, restaurants or a hotel, among others and could extend approximately 14 additional floors, as the original station design anticipated, above the current structure into 900,000 SF of air-rights. The Headhouse is currently zoned Planned Development (PD)-376 with a maximum Floor Area Ratio ("FAR") of 12.5, which may be amended to allow for a revised development plan. See Exhibit C for additional zoning information.

- **Parking Garage:** The parking garage is located just south of the Headhouse on a site bounded by S. Canal Street, W. Van Buren Street, and S. Clinton Street. This facility has direct vehicular access to S. Canal Street and S. Clinton Street. It is a six level structure with 1,679 parking spaces and 5,277 SF of retail space. This opportunity could involve a commercial development that would better optimize value of the site and leverage approximately 900,000 SF of additional undeveloped air-rights (i.e., an office building or mixed-use, development with an underground parking garage that could be available for CUS users). The Amtrak parking garage site is zoned PD-506 with a maximum FAR of 14.55. The parking garage serves as the hub for the Loop Link.

- Retail Modification and Expansion at CUS and Surrounding Sites: This could involve the modification and/or expansion of additional retail space and could allow Amtrak and a Master Developer to capitalize on premium rents generated at the heavily trafficked station. Currently, the CUS Concourse consists of 23,922 SF of occupied retail and 37,396 SF of vacant retail area. The CUS Concourse is zoned PD-27 with a maximum FAR of 12.2.
- Air-Rights Adjacent to Riverside Plaza: Amtrak owns the air-rights that are adjacent to the 300 S. Riverside Plaza building, bounded by W. Van Buren Street to the South, W. Jackson Boulevard to the North, S. Canal Street to the West and 300 S Riverside Plaza building to the East. The street level space is currently occupied by canopies above the train tracks and platforms below. If an overbuild development were to be constructed, the site would have good access and visibility from the surrounding areas/streets. This opportunity could involve the development of currently vacant land at street level with 1.2 million SF of developable air-rights above.
- Air-Rights: The previously mentioned air-rights over the Headhouse, parking garage, and Riverside Plaza total approximately 3 million SF. There may be opportunities to look at assemblage value of one or more of these air-rights. Another air-rights opportunity could involve a commercial development of the air-rights above CDOT's Union Station Transit Center adjacent to and immediately north of the parking garage. Amtrak has a Right-of-First Offer agreement with the City of Chicago to develop these air-rights as part of the ongoing improvements at and around CUS.

Amtrak anticipates that the scope of selected Master Developer would include a collection of these development opportunities (or some variation thereof) as part of the Project although the selected Master Developer would *not* be limited to these prescriptive options. On the contrary, it is anticipated that Proposers should be encouraged to take an innovative perspective to consider other alternatives that would be financially viable and capable of both meeting Amtrak's goals and fulfilling the community vision. Proposers should also understand and appreciate that close coordination with the owners of 222 S. Riverside and 300 S. Riverside properties will be a requirement of the Project.

#### 7.4 Selected Proposer Responsibilities

- **Planning**: The Master Developer will work closely with Amtrak to develop a comprehensive plan for the Project.
- **Design**: The Master Developer will be responsible for all aspects of the design for the Project, which must comply with the Technical Provisions as well as all applicable laws and regulations.
- **Professional Services**: The Master Developer will be required to provide all professional services necessary to implement the Project such as engineering and architecture services, which will be more fully defined in the RFP.
- **Construction**: The Master Developer will be responsible for construction and commissioning of the Project.

- **Permits/Approvals:** The Master Developer will be responsible for obtaining all permits and approvals necessary for construction of the Project, excluding certain approvals that the Development Agreement will expressly indicate will be obtained by Amtrak.
- **Finance:** The Master Developer will be required to provide the financing necessary for the Project, including any required debt and equity. Amtrak will provide any necessary support to help secure federal credit enhancements and facilities; however, will not assume any direct financial interest.
- **Lifecycle Maintenance:** The Master Developer will be responsible during the term of the Development Agreement for lifecycle maintenance, repairs and capital replacement necessary to sustain the commercial assets and non-rail infrastructure to the level of operation described in the Technical Provisions.
- **Facility Management Services:** The Master Developer will be required to provide all interior and exterior, janitorial, and site maintenance, and other necessary operational services for the commercial assets and non-rail infrastructure as defined in the Technical Provisions.
- **Utilities Management:** The Master Developer will be responsible for metering and management of utilities for the Project during the term of the Development Agreement.
- **Security:** Master Developer will **not** be responsible for security in the public areas of the CUS Headhouse, concourses and parking garage. The Master Developer will be responsible for security within specific developments; e.g., hotel, residential or offices located in the Headhouse or air-rights vertical developments.

## 8 General Information

### 8.1 Process Overview

Amtrak will use a two-phase procurement process to select a Master Developer to deliver the Project. Proposing Teams will first provide SOQs for Amtrak's evaluation in accordance with the requirements set forth in Part A, Section 10 of this RFQ. Amtrak's evaluation will shortlist Proposer teams that Amtrak determines to be the most highly qualified to deliver the Project successfully, and will prequalify these Shortlisted Proposer teams to the RFP phase for further consideration.

The selection will be based on Amtrak's evaluation of the factors and criteria described in Part A, Section 11 of this RFQ. Amtrak intends to limit the number of Shortlisted Proposers to continue to the next phase.

In the second phase of the procurement process Amtrak will issue an RFP to the Shortlisted Proposers (please refer to Part A, Section 11 of this RFQ). Amtrak intends to negotiate and award a Development Agreement with one of the Shortlisted Proposers. Amtrak may discuss the RFP with the Shortlisted Proposers during this process and solicit and negotiate best and final offers.

It is anticipated that the Master Developer will enter into, or will form a single purpose entity to enter into a Development Agreement with Amtrak.

### 8.2 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on June 9, 2016 at 10:00AM CST at CUS. The meeting will be followed by a site tour of CUS and surrounding sites at 1:00PM CST. This will be the only opportunity during the RFQ period for potential Proposers to have access to secure non-public areas of CUS. Attendees will be limited to two representatives per organization due to space constraints. Registration for this pre-proposal meeting is required. Please contact Michael Doonan at [michael.doonan@amtrak.com](mailto:michael.doonan@amtrak.com) to register.

### 8.3 RFQ and Overall Procurement Schedule

Issue RFQ	<b>May 20, 2016</b>
Pre-Proposal Meeting	<b>June 9, 2016</b>
Deadline for questions regarding the RFQ and any addenda	<b>June 13, 2016</b>
Amtrak response to questions	<b>June 21, 2016</b>
SOQ Due Date	<b>July 1, 2016 at 3:00 P.M. EST</b>

Anticipated Announcement of Shortlisted Proposers	<b>July 29, 2016</b>
<b>As of the date of this RFQ, Amtrak anticipates the following procurement activities and schedule following announcement of the Shortlisted Proposers:</b>	
RFP Review Period	<b>August 8 – September 9, 2016</b>
Issue final RFP	<b>October 14, 2016</b>
Revised Proposal Due Date	<b>December 13, 2016</b>
Announcement of Selected Proposer	<b>January 27, 2017</b>
Execution of Development Agreement (Commercial Close)	<b>February 24, 2017</b>
Financial Close	<b>No later than 180 days after the Revised Proposal Due Date</b>

This schedule is subject to modification at the sole discretion of Amtrak. Proposers will be notified of any change in the schedule for the RFQ phase by an addendum to this RFQ.

#### **8.4 Response Preparation Costs**

Amtrak shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its submitted information, or in any other aspect of the Proposer’s pre-information submittal activity. No Proposer is entitled to any compensation pursuant to this RFQ.

#### **8.5 Changes to the RFQ**

Amtrak reserves the right to revise this RFQ by issuing addenda at any time before the SOQ due date and will post all addenda to the Website. If issuing an addendum shortly before the SOQ due date, the Procurement Contact will consider whether an extension of the SOQ due date is warranted as a result of the information set forth in such addendum.

Proposers should monitor the Amtrak Procurement Portal for information concerning this solicitation and will be required to acknowledge in their transmittal letter, Part B: Form A, that they had access to all relevant materials posted thereon.

## **8.6 Further Discussions**

Amtrak reserves the right, at its sole discretion, to conduct further discussions with one or more Proposers after responses to this RFQ are due. Amtrak however is under no obligation to offer or conduct such discussions.

Opportunity to participate in such discussions, if any, will be communicated separately to Proposers. In the event discussions are held in connection with this RFQ, Amtrak reserves the right to require a non-disclosure agreement (“NDA”) from all parties.

## **8.7 Procurement Contact and Clarification Period**

Proposers must submit all questions and requests for clarification in writing no later than June 13, 2016 to the RFQ Procurement Contact as follows:

Michael Doonan Jr.  
National Railroad Passenger Corp. (Amtrak)  
2955 Market St.  
Philadelphia, PA 19104  
michael.doonan@amtrak.com  
Phone: 215-349-3035

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to this RFQ.

Questions and comments, including requests for clarification or interpretation, shall: (i) be in writing and sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); and (iii) not identify the party’s identity in the body of the question.

Amtrak will provide responses to clarification requests by June 21, 2016. Amtrak will post responses to those questions of general application and requests for clarifications which Amtrak deems to be material and not adequately addressed in previously provided documents on the Amtrak Procurement Portal.

Amtrak will not accept telephone or oral requests. No requests for additional information or clarification to any person other than the Procurement Contact will be considered. The questions must include the RFQ Contact’s name, address, telephone number, email address, and the Proposer he/she represents.

Amtrak’s responses will be in writing and will be provided to all parties who receive this RFQ. Amtrak may rephrase questions as it deems appropriate and may consolidate similar questions. Amtrak may also create and answer questions independent of those submitted by third parties.

## **8.8 Reserved Rights of Amtrak**

In connection with this solicitation, Amtrak reserves to itself all rights available to it under applicable law, including without limitation, and with or without cause, the right to:



- Modify the solicitation process to address applicable law and/or the best interests of Amtrak. Revise the scope, type, structure and specific terms of this RFQ.
- Modify the scope of the Project during the solicitation process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by Amtrak of a definitive Development Agreement, without incurring any cost obligations or liabilities.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Refrain from shortlisting any Proposer responding to this RFQ.
- Decline to issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify any or all dates set or projected in this RFQ.
- Terminate evaluations of SOQs received at any time.
- Issue addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in the SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities in a manner that differs from the initial responsibilities contained in this RFQ.
- Waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal without Amtrak's approval.
- Disqualify any Proposer under this RFQ for violating any rules or requirements of the solicitation set forth in this RFQ or in any other communication from the Procurement Contact.
- Add to the shortlist of Proposers any Proposer that submitted an SOQ in order to replace a previously Shortlisted Proposer that subsequently withdraws or is disqualified from participation in this solicitation.
- Interview Proposers prior to selection of the shortlist.

- Use materials submitted in response to or in connection with this RFQ for any Amtrak purpose.

## **8.9 No Personal Liability**

Amtrak (including its officers, agents, employees and directors) shall have no personal liability with respect to any term or provision in this RFQ or any statements made herein.

## **8.10 Disadvantaged Business Enterprises**

It is Amtrak policy to encourage the participation of Small Business Enterprises (“SBEs”), Disadvantaged Business Enterprises (“DBEs”), Minority/Woman Business Enterprises (“M/WBEs”), Veteran Business Enterprise (“VBE”), Disability-Owned Business Enterprise (“DOBE”), and Emerging Business Enterprises (“EBEs”) in development projects.

Amtrak may impose periodic reporting requirements to monitor the Master Developer efforts and the actual levels of SBE, DBE, M/WBE, VBE, DOBE, and EBE participation during the development, design and construction of the Project.

In responding to the RFQ, a Proposer need not include team members to satisfy participation goals and Proposers shall not enter into any exclusivity agreements with any SBE, DBE, M/WBE, VBE, DOBE, EBE firms or individuals during the RFQ phase. As part of the SOQ response, Proposers shall indicate the percentage of disadvantaged business enterprise involvement they believe is achievable for this project and areas of the project they anticipate involvement.

Information outlining the specific goals for the Project will be included in the RFP. It is currently anticipated that each Shortlisted Proposer will, as part of its RFP Proposal, list any eligible entities on its team as of the RFP Proposal due date, as well as provide a performance plan on how it intends to meet the goals during the development, design and construction of the Project. Additional creative efforts to expand inclusion of other eligible firms and workers shall be encouraged.

## **8.11 Performance Security, Insurance and Indemnity**

Amtrak anticipates that the Development Agreement and specific development agreements will require the Selected Proposer and/or its lead contractor (i.e., Selected Proposer team member with primary responsibility for construction of the Project; and if the lead contractor is a joint venture or other multi-party entity, then all members of such entity) to provide both payment and performance security and insurance coverage in connection with the construction work, and to indemnify, defend and hold Amtrak and related entities and persons harmless against third party and other claims as specified in the Development Agreement. Specific requirements for the performance security (including the acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFP and the Development Agreement. Amtrak does not have the authority to provide a general indemnification to the Selected Proposer.

## **9 Confidentiality and Conflicts of Interest**

### **9.1 Confidentiality and Disclosure Statement**

If a Proposer wishes to provide any feedback that it believes is confidential in nature, Proposers should clearly label only the portion of the response that is related to that feedback as confidential, proprietary, or trade secret protected. See Part B, Section 1.1.3 for instructions. While Amtrak will endeavor to maintain the confidentiality of responses, Amtrak shall have no liability to any Proposer for the failure of Amtrak to protect confidential material provided by Proposers.

### **9.2 Ownership of Submitted Materials**

All materials submitted in response to this RFQ shall become the property of Amtrak and will not be returned. Amtrak has the right to use any or all ideas presented in any submission in response to this RFQ, regardless of whether or not the relevant Proposer participates in a future solicitation and regardless of whether the ideas are incorporated in the Project.

### **9.3 Proposer Conflicts of Interest**

If a Proposer or any of its team members, including any employee agent or subcontractor thereof, has or may have a possible conflict of interest, or whose participation on the Proposer's team may give the appearance of a possible conflict of interest, in connection with this procurement process, the Proposer shall include a statement indicating the nature of the possible conflict. Amtrak reserves the right to disqualify a Proposer in its entirety if, in Amtrak's sole and absolute discretion, any interest disclosed from any source creates a conflict of interest or gives the appearance of a conflict of interest with respect to such proposer's participation in this procurement process. Amtrak's determination regarding a Proposer's conflict of interest shall be final.

### **9.4 Restricted Parties**

The following entities and individuals, Restricted Parties, are precluded from submitting a response to this RFQ and from participating as a member of any Proposer team:

1. Any entity that has been contracted by Amtrak to serve as a primary advisor or technical consultant in the development of this RFQ, the RFP, evaluation criteria, or Project Documents for the Project, including any subcontractors who have provided such services for the Project;
2. Any entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control or management with any of the foregoing entities; and
3. Any individual who works or has worked for Amtrak in the past six (6) months and was involved in the development of procurement documents, evaluation criteria, technical criteria, financial criteria or Project Documents for the Project, or who took any direct action related to the Project.

For the avoidance of doubt, the following entities are among the Restricted Parties for purposes of this RFQ:

- KPMG Corporate Finance LLC and KPMG LLP
- Amtrak is in the process of selecting a law firm and technical advisors to support Amtrak in this procurement. Once the respective firms are selected, an addendum will be issued to this RFQ, and that firm will be restricted from participation on a Proposer team.

Amtrak may, in its sole and absolute discretion, add to or amend the list of Restricted Parties.

### **9.5 Collusion**

Evidence of collusion among Proposers shall be grounds for elimination of any Proposer who is a participant in such collusion from consideration.

### **9.6 Disclosure of Ownership**

If any Proposer team Member has a direct or indirect ownership interest in any entity on another Proposer team, this ownership interest must be immediately disclosed in writing to the Procurement Contact. Amtrak will then evaluate whether this ownership interest could potentially affect fair competition in this procurement.

# 10 SOQ Format and Submittal Requirements

## 10.1 Format

Per description of the SOQ in Part B, each SOQ submission will include three volumes. Each responding Proposer shall submit one original and 9 copies (for a total of 10) of its SOQ. Each SOQ should consist of three loose-leaf three ring binders, one for each Volume. All binders should be contained, collectively, in one or more durable, sealed containers.

The original Volume 2 shall contain original financial statement information for entities for which audited financial statements are prepared in a language other than English, but copy numbers 2 to 10 need only contain the English language translation of such audited financial statements. Each volume of the original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 2 through 10 on its face and spine (and the copies containing financial information shall be specifically marked "Financial Information"). Each volume shall have the Proposer's name and volume number clearly marked on the face and spine.

In addition to the hard copy SOQ submittal, each responding Proposer shall submit 2 electronic copies (on USB flash drive) of the SOQ in searchable and printable Portable Document Format (.pdf) (except that original executed letters need not be searchable). The ".pdf" submissions must be organized to correspond to the "tab" requirements set forth in the SOQ outline in Exhibit A. Proposer may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements. Proposer's "flash drive" or other physical conveyance of its electronic submission must be appended to Proposer's "Original" – Volume 1.

CUS SOQ	
Volume 1	1 original and 9 copies
Volume 2	1 original and 9 copies, 1 original set of financials
Volume 3	1 original and 9 copies
Electronic copy of all volumes	2 USB flash drives

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one page.

11" x 17" pages are allowed (and shall be included in the page count if contained in Volume 1) for Form E, Form F, Form G, schematics, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not exceed 60 pages. The following do not count toward the page limit and need not be sequentially numbered:

- Form A and any letters required to be appended to Form A;
- Form B;

- the Executive Summary;
- the Confidential Contents Index;
- a table of contents;
- teaming agreements and summaries of teaming agreement key terms.

The font size in Volume 1 shall be no smaller than twelve-point, provided the font in organizational charts, graphics and tables in Volume 1 (including Form E, Form F and Form G) may be ten-point so long as the organizational charts, graphics and tables are legible.

Standard corporate brochures, awards, licenses and marketing materials shall not be included in a SOQ.

## **10.2 SOQ Submittal Requirements**

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Request for Qualifications

Response to the Request for Qualifications to

Master Developer for CUS

SOQs shall be delivered by hand or express mail courier to the address identified below.

Michael Doonan Jr.  
National Railroad Passenger Corp. (Amtrak)  
2955 Market St.  
Philadelphia, PA 19104  
michael.doonan@amtrak.com  
Phone: 215-349-3035

Amtrak will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the RFQ Procurement Contact or his designee.

SOQs must be submitted by 3:00 p.m. prevailing Eastern Time on July 1st, 2016. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by Amtrak during normal business hours up to the SOQ Due Date and time specified.

Proposers are solely responsible for assuring that Amtrak receives their SOQs by the specified delivery date and time at the address listed above. Amtrak shall not be responsible for any delays in delivery beyond the control of Amtrak, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

# 11 Evaluation Process and Criteria

## 11.1 Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be notified. Amtrak may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

## 11.2 Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, Amtrak will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively.

- The SOQ contains an original executed transmittal letter as required in Volume 1, **Form A**.
- Neither Proposer nor any other entity that has submitted **Form D** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government, any state government or any municipal government.
- Proposer, Equity Members and, if identified at RFQ stage, the contractor(s) (and if the contractor(s) is a joint venture, consortium, partnership or other multi-party entity, then all members of the lead contractor in the aggregate), have the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in the SOQ. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. The evaluation will take into account the following considerations both currently as well as over the last three years, as appropriate:
  - Profitability
  - Capital structure
  - Ability to service existing debt
  - Ability to invest equity
  - Other commitments and contingencies
- Proposer’s Equity Member(s) provide a letter of intent evidencing their willingness to invest in and participate in the Project and ability to provide the necessary financial commitment to the Project.
- Proposer’s Equity Member(s) provide letter(s) evidencing the availability and liquidity of their respective investment fund(s) per Volume 2, Section 2.2.3 of this RFQ.

- Proposer team has the planning, development, design, construction, operations, and maintenance capabilities and can carry out the Project responsibilities potentially allocated to it in the Development Agreement.
- The information disclosed in **Form D** and/or in response to Part B, Volume 1, Section 1.2 does not, in the Amtrak’s determination, materially adversely affect Proposer’s ability to carry out the Project responsibilities potentially allocated to it in the Development Agreement.
- Proposer makes the express, written commitments as required in Part B, Volume 3, Section 3.1.

### **11.3 Qualifications Evaluation Criteria and Weighting**

Each responsive SOQ passing all of the “pass/fail” requirements set forth above, including meeting all financial capacity requirements, will be evaluated and scored according to the criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Proposer structure and experience and approach to project) is not an indication of weighting or importance.

#### **11.3.1 Proposer Structure and Experience – 40 Points Maximum**

The structure of Proposer team and the background and experience of Proposer, consortia member firms, individual team members, and key personnel with planning, developing, designing, constructing, operating and maintaining comparable projects, and their specific experience with commercial development and retail and concessions’ management will be evaluated in accordance with the following criteria:

1. The extent and depth of the experience of Proposer, consortia member firms, their individual team members with comparable projects (e.g., comparable scope and complexity), historical preservation, project delivery methods, operations and maintenance experience and methods, and responsibilities as are anticipated to be within the Selected Proposer’s scope of work;
2. The extent and depth of the experience of Proposer, consortia member firms, their individual team members in working with Amtrak as well as key stakeholders such as the City of Chicago, Metra, RTA and the Chicago Transit Authority.
3. The stability, strength and likelihood of success of the Proposer’s proposed management structure and team;
4. The extent and depth of experience of the management team and key personnel listed with comparable projects, project delivery methods and personnel roles as are anticipated to be within the Selected Proposer’s scope of work;
5. The extent, depth and success of Proposer, its individual team members, the management team and key personnel listed in working together; and
6. The extent, depth and success of Proposer, its individual team members, the management team and key personnel listed in collaborating and partnering with rail and/or transit operators.

#### **11.3.2 Proposer’s Financial Experience – 30 Points Maximum**

The financial capacity and experience of Proposer team and the background and experience of Proposer, consortia member firms, individual team members, and key



personnel with financing comparable projects will be evaluated in accordance with the following criteria:

1. The extent and depth of experience of the Proposer, consortia member firms, their individual team members with comparable projects that have secured financing commitments, including experience with leveraging TIF funds, tax credits, equity, debt facilities including taxable bonds and private placements; and federal credit facilities such as TIFIA, RRIF and Private Activity Bonds,
2. The extent and depth of experience of the management team and key personnel listed with comparable projects that have secured financing commitments, including experience with leveraging TIF funds, tax credits, equity, debt facilities including taxable bonds and private placements; and federal credit facilities such as TIFIA, RRIF and Private Activity Bonds, and
3. To the extent reasonable, lending and underwriting relationships and descriptions thereof, including any letters of support from potential lenders that evidence knowledge and understanding of the Project and an interest in working with the Proposer team and Amtrak.

### **11.3.3 Approach to Project – 30 Points Maximum**

At this time Amtrak does not have a particular disposition or expectation as to the sequencing of project elements; however, Amtrak does intend to evaluate SOQ responses based on a preliminary plan that articulates a vision for CUS and achieving the goals outlined in this RFQ. Proposer's approach to the Project (as referenced in Part B, Section 1.3) will be evaluated in accordance with the following criteria:

1. The extent to which the approach to delivery of the Project demonstrates:
  - a. Alignment of Amtrak goals per Part A, Section 4.1 and capability of providing optimal value to Amtrak;
  - b. An understanding of and a sound approach to activities to be undertaken with respect to the planning, development, design, and construction of the Project;
  - c. An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the planning, development, design, and construction of the Project; and
  - d. An understanding of historical preservation.
2. The extent to which Proposer demonstrates a phased approach and schedule including identifying potential sequencing of the planned scope elements while maintaining operations with minimal disturbance, and how those will drive monetary value to both the Proposer and Amtrak.
3. The extent to which Proposer demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the Project, including Project-specific risks associated with operations, maintenance, and total life cycle costing;
4. The extent to which Proposer demonstrates a plan for integration of CUS with the surrounding West Loop neighborhood that helps realize CUS as a destination and amenity in the surrounding community;

5. The extent to which Proposer demonstrates a plan for coordination with Amtrak on operations, maintenance and total life cycle costing of the commercial elements of the Proposer's Project scope (non-rail O&M) with Amtrak's commitment to O&M for rail infrastructure and operational assets to ensure a high-functioning overall asset portfolio through the duration of the contract term;
6. The extent to which Proposer demonstrates a focus and commitment to quality and efficient and effective oversight;
7. The extent to which Proposer discusses and addresses a reasonable approach to financing projects of a scope and nature similar to the Project, including Project-specific risks associated with financing of the Project;
8. The commercial structure envisioned by the Proposer to drive value to Amtrak; and
9. The efficiency and effectiveness of Proposer's general approach to integrating Amtrak and key stakeholders into project development and in structuring the roles and relationships of Amtrak/Proposer/third parties.

#### **11.4 SOQ Evaluation Procedure**

At various times during the deliberations, Amtrak may request additional information or clarification from Proposer or may request Proposer to verify or certify certain aspects of its SOQ. Amtrak may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing Amtrak's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. Amtrak may contact firm and personnel references supplied by Proposer.

At the conclusion of this evaluation process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of Amtrak and its staff, with assistance from such professional and other advisors. Amtrak will make the final determinations of the Shortlisted Proposers, as it deems appropriate.

Each Proposer will be notified in writing via e-mail whether or not it has been selected for the shortlist.

## Part B

### Statement of Qualifications

*Proposers are required to assemble their SOQ in the order prescribed and following the outline contained in this Part. Italics indicate explanations or instructions to Proposer as opposed to a request for information. For the convenience of Proposers, an outline of the submittal requirements is set forth in Exhibit A.*

## 1 VOLUME 1

Volume 1 of the SOQ shall contain the following:

### 1.1 General

#### 1.1.1 Form A (transmittal letter).

A duly authorized official of Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Proposer team.

#### 1.1.2 Executive Summary:

An Executive Summary, not exceeding 8 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's SOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall address why Proposer wants to become the Selected Proposer.

#### 1.1.3 Confidential Contents Index:

A page executed by Proposer that sets forth the specific items (and the section and page numbers within the SOQ at which such items are located) that Proposer deems confidential information protected by the FOIA; provided, however, that if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for Amtrak to treat the entire SOQ as public information.

### 1.2 Proposer Structure and Experience

1.2.1 Proposers shall provide the following information relevant to qualifications of Proposer, its Equity Members, the lead or managing entity member of Proposer team,

known Major Non-Equity Members and any other known team members. The term “Major Non-Equity Members” shall mean the following team members, if such team members do not hold an equity interest in Proposer: (i) the lead architect/engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) the contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (iii) the lead firm responsible for facilities operations and maintenance (if a consortium, partnership or any other form of a joint venture, all such members). If known by the Proposer at the time of the SOQ, the Proposer must identify all Major Non-Equity Members as defined above or indicate potential partners. Note that the Proposer is not required to identify a general contractor(s) (herein referred to as “contractors”) during this RFQ Phase although Amtrak reserves the right to approve all future Major Non-Equity Members, including contractors, via a similar process outlined in this RFQ, including the requirements outlined in Part A, Section 11.2, as well as Part B submittal requirements. As part of any future approvals or consent granted by Amtrak, the Proposer or the as-yet identified contractors will need to provide evidence that it is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$100 million from an Eligible Surety, and (ii) either (A) a performance bond or bonds in the aggregate amount of \$100 million from an Eligible Surety or (B) a letter or letters of credit in the aggregate amount of \$100 million from a bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the nationally-recognized rating agencies below (such bank or financial institution an “Eligible Financial Institution”). As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at [www.fms.treas.gov/c570/c570.html](http://www.fms.treas.gov/c570/c570.html)), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-or higher according to A.M. Best’s Financial Strength Rating and Financial Size. If at the time of this RFQ the contractor(s) have been identified the foregoing requirement must be satisfied as part of the pass/fail requirements subject to Part A, Section 11.2 of this RFQ.

### **1.2.2 Proposer:**

Identify the legal name of Proposer. If the name is a “doing business as”, identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

### **1.2.3 Equity Members:**

For each Equity Member of Proposer, identify the entity's role, planned equity ownership percentage and the entity's legal nature, relationship to parent company(ies) and/or guarantors (if applicable), and state of organization.

### **1.2.4 Major Non-Equity Members and Other Identified Non-Equity Members:**

To the extent applicable and known, identify all Major Non-Equity Members and any other team members that Proposer wishes to identify (e.g., legal advisors) in its SOQ at this time ("Other Identified Non-Equity Member"). For each Major Non-Equity Member and Other Identified Non-Equity Member of Proposer, identify the entity's role and the entity's legal nature and state of organization. If any contractor or lead architectural/engineering firm is identified at the time of this RFQ and is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Respondent should note that Amtrak will reserve the right of this approval as part of any applicable consent.

### **1.2.5 Management Structure:**

Describe Proposer's management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer's management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Proposer, Equity Members and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture.

### **1.2.6 Form B and Organizational Charts:**

Provide **Form B** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

### **1.2.7 Team Structure:**

Describe how Proposer team is structured, why it has been so structured, and the anticipated roles and responsibilities of each component of the structure as it relates to fulfilling the Project scope. Explain how that structure will assure success for the Project and to Amtrak and result in the formation of a good long-term partner to Amtrak.

### **1.2.8 Relevant Experience:**

Describe relevant experience held by Proposer, Equity Members of Proposer (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included) and selected Major Non-Equity Members, as applicable, with:

- Public-private partnership, comprehensive development and exclusive development agreements government-sponsored or owned social infrastructure projects to which such entity has been party with a construction value of \$100 million or more.
- Construction experience on the property of transit agencies including scheduling of railroad track outages to perform contractor work, performance of heavy civil work in close proximity to rail, and renovation of an active passenger transit station including experience maintaining and optimizing passenger flows during the construction process and as a result of the development.
- Success in raising project financing (off corporate balance sheets) and financing public-private partnership projects (both equity and debt) with specific focus on government-sponsored or owned transit, rail, station, Transit-Oriented Development (“TOD”), and social infrastructure projects.
- Success in leveraging tax increment finance, historic tax credits and other forms of funding and financing support to successfully deliver projects such as CUS.
- Success in delivering projects on schedule and within budget and in integration of design/construction/site development/safety with specific focus on government-sponsored or owned transit, rail, station, TOD, and social infrastructure projects.
- Experience utilizing and providing opportunities for MBE, WBE, VBE and DBE participation (or participation in programs of a similar nature) and local firms and personnel in connection with the projects and experience provided.

Include up to 8 projects in the aggregate for the entire Proposer team with respect to the above categories of this Part B, Section 1.2.8 in which the entity played a significant role during the past 8 years (measured from the date of issuance of this RFQ). For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity’s experience to the Project and why that experience will provide value to Amtrak should Proposer be awarded the Development Agreement. For projects listed, also provide information on the equity investors (including percentage interests), lenders, equity raised, finance raised and finance structure.

**1.2.9 Project Information-Forms E and F:**

With respect to each project identified pursuant to this Part B, Section 1.2.8, provide in **Form E** the project name and contract number, owner’s name, address, contact name and current e-mail address, telephone phone number, dates of work performed (if applicable), project description, project construction value (or financing value if entity’s role involved financing), annual operations and maintenance value (if the entity’s role involved operations and maintenance), description of work and percentage actually performed by such entity, and project outcome or current status (including identification and a description of an increase in the original contract amount by the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases or time extensions, as applicable).

With respect to each development contract and public-private partnership project identified pursuant to this Part B, Section 1.2.8 by Equity Members, where such Equity

Member acted in a role as a concessionaire/private partner/Equity Member in connection with such project, provide in **Form F** the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by December 31, 2015, level of company's participation and type of concession/payment mechanism. The completed **Form F** shall be in addition to the information provided regarding the projects in **Form E**.

Proposers are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, Amtrak may elect to exclude the experience represented by that project in determining Proposer's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided, Proposer may, but is not required to, briefly describe their qualifications and experience in performing the role that Proposer proposes to allocate to them.

#### **1.2.10 Key Personnel:**

List Proposer's key personnel for the Project (which must include those individuals identified in this Part B, Volume 3). Describe the relevance of each individual's experience to the Project and why that experience will provide value to Amtrak should Proposer be selected.

#### **1.2.11 Legal Issues:**

Identify and explain any significant anticipated federal or state legal issues relating to Proposer, any Equity Members and any Major Non-Equity Members that must be resolved in order to deliver the Project and perform its obligations under a Development Agreement.

#### **1.2.12 Legal Liabilities:**

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving (1) public-private partnership projects in North America; (2) government-sponsored or owned social infrastructure or transit projects in North America and (3) those projects listed pursuant to Part B, Section 1.2.8 in which Proposer, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

For purposes of this Part B, Section 1.2.12, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Non-Equity Member), and any Financially Responsible Party, that, (a) within the past five years (measured from the date of issuance of this RFQ) have engaged in business or investment

in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Section 1.2.8.

#### **1.2.13 Legal Proceedings:**

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a (1) public-private partnership project in North America; and (2) government-sponsored or owned social infrastructure or transit project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

### **1.3 Approach to Project**

#### **1.3.1 General Approach the Project:**

Specific to the CUS Project, each Proposer shall provide a response for each of the subject areas set forth below in a concise narrative summarizing its preliminary approach to the Project, given the information available at the time of the RFQ. Amtrak anticipates that Proposers will describe an overall approach to the Project that will generate value for both the Proposer and Amtrak if the Proposer becomes the Selected Proposer. In return for the Selected Proposer's investment in the Project, Amtrak anticipates that the Development Agreement will entitle the Selected Proposer to receive certain revenues generated as a result of the Project.

The nature and scope of such revenues is anticipated to be dependent upon 1) the level of investment made by the Selected Proposer 2) contributions by Amtrak in the form of land or air rights and 3) amounts deemed necessary by it to meet its desired risk-adjusted return thresholds.

Amtrak desires to understand the Proposer's investment appetite for the Project and any Options described in the scope descriptions, Part A, Section 7.3, and its general return and risk objectives based upon the Proposer's preliminary project approach described in its SOQ response.

Amtrak will retain control of the core station operations facilities and, at this time, retain any Phase 1 improvements already planned subject to further discussions including input received as part of this RFQ. The Proposer will thus have the opportunity to develop all ancillary commercial spaces including the Headhouse and retail areas.

Amtrak is interested in understanding 1) any specific elements of the Project that the Proposer might propose for Amtrak to retain and 2) any other benefits (besides Project revenues) that the Proposer might propose to receive under the Development Agreement,



in each case to make the Project feasible from the Proposer's perspective. The Proposer should clearly indicate all of the Project elements it wishes to undertake from a planning, design, construction, financing, and operations and maintenance perspective. As referenced in Part A Section 7.2, Proposers should identify what, if any, elements of Phase 1 should be ideally included in the scope of the Project. Proposers' preliminary approaches are not binding on them, and Amtrak expects that Proposers may adjust or change their proposed approaches during the RFP phase if they become Shortlisted Proposers and as additional Project information is made available.

### **1.3.2 Asset Delivery and Project Transition:**

Describe the Proposer's preliminary approach to planning, design, and delivery of the CUS Project. Identify specific challenges the Proposer foresees and how it plans to overcome them. Provide a high-level schedule showing key milestones and phasing that correlates to the Proposer's approach. Discuss how the Proposer would plan, conduct and control its work without disrupting the operations of CUS and its constituents during normal "24-7" conditions and peak capacity. Identify how customer experience and stakeholder expectations would be met during the program's phasing. Cite any innovative techniques used to deliver a superior product, and how they would be managed to ensure that Amtrak's goals are met.

### **1.3.3 Operations & Concessionaire Management:**

Provide the key elements of a concessions development plan for CUS that includes information on target customers, retail mix, marketing ideas, integration of sustainability, performance metrics and management techniques to generate revenue growth.

Discuss how underperforming concessions and vacancies would be managed during the term of the contract and how the Proposer would manage any temporary pauses in concession operations due to construction, or other unforeseen events. Describe both preventative and corrective actions that would be performed to ensure concessions meet sales or revenue targets or other performance metrics. Provide a description of the proposed retail/commercial development strategy which demonstrates the creation of sustainable, world-class retail opportunities and other private development.

### **1.3.4 Operations and Maintenance Coordination:**

Describe the Proposer's preliminary approach to managing and coordinating O&M activities with Amtrak and Stakeholders. Provide a high level description of how responsibilities will be divided and what risks the Proposer is willing to assume.

### **1.3.5 Managing Economic, Local and Disadvantage Business Initiatives:**

Provide the key elements and objectives of the Proposer's commitment and management plan to successfully accomplish these initiatives and meet Amtrak's goal of SBE, DBE, M/WBE, VBE DOBE, and EBE participation. Indicate what percentage of disadvantaged business involvement the Proposer believes is achievable and what areas of the project they anticipate involvement. Cite challenges unique to this Project and how the Proposer would address them.

### **1.3.6 Program Financing & Deal Structure:**

In detail, state the Proposer's proposed sources of funds for the Project, including the source(s) of equity and debt, and other primary elements of the Proposer's business arrangements with Amtrak necessary, in the Proposer's best judgment at this time, for the successful financing of the Project. Describe the scale of investment expected/desired to make in the Project, and the anticipated investment horizon for funds to be invested.

### **1.3.7 Project Elements:**

Identify which of the Project elements described in the scope section (Part A, Section 7.3) of this document are of particular interest to the Proposer and why. Describe at a high level the Proposer's preferred capital and operational structure related to the desired Project elements.

### **1.3.8 Community Engagement:**

Briefly describe the Proposer's plan to engage the local community during the CUS development inclusive of pre-development activities and activities once construction is underway.

### **1.3.9 Relationships, Roles and Responsibilities:**

A description of Proposer's view of the roles and responsibilities of Amtrak, Proposer and third parties in connection with the development, planning, design, construction, financing, operation, and maintenance of the Project (in terms of allocation of work, implementation/delivery, and long-term operations and maintenance). Describe Proposer's view of the optimal Amtrak/Proposer relationship and the anticipated nature of Amtrak participation sought by Proposer in connection with the Project and how that will achieve success. Identify what Proposer views as the most significant risks to the parties with respect to the development, planning, design, construction, operation, maintenance and financing of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to Amtrak.

*Part 3 shall not exceed 20 pages in length.*

## 2 VOLUME 2

Volume 2 of the SOQ shall contain the following items.

*Proposers shall package the information separately for each separate entity with a cover sheet identifying the name of the entity and its role in Proposer's organization (i.e., Equity Member, Financially Responsible Party, lead architectural/engineering firm, subcontractor, etc.).*

### 2.1 Financial Statements

Provide financial statements for Proposer, each Equity Member, identified Major Non-Equity Members, and each Financially Responsible Party (for the three (3) most recently completed fiscal years. Amtrak reserves the right to provide consent of the foregoing participants based on the submittal and review of financial statements consistent with this RFQ. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. For entities that are fund managers of an investment fund, provide the financial statements for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund.

1. Opinion Letter (Auditor's Report) for audited financial statements
2. Balance Sheet
3. Income Statement
4. Statement of Changes in Cash Flow
5. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles ("GAAP") or International Financial Reporting Standards ("IFRS") for audited financial statement.

In addition, Financial Statements must meet the following requirements:

- a. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- b. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Changes in Cash Flow and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

- c. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- d. **English:** Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 10.1, translations of all financial statement information must be accompanied with the original financial statement information.
- e. **Newly Formed Entity:** If Proposer, Equity Member of Proposer, lead contractor or Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).
- f. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- g. **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in Part B, Section 1.1.3.

## 2.2 Additional Financial Information

### 2.2.1 Material Changes in Financial Condition:

Provide information regarding any material changes in financial condition for Proposer, each Equity Member, any identified contractor(s), as applicable, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the

developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Financially Responsible Party, and the contractor (if identified), as applicable, to remain engaged in this procurement and submit a responsive Revised Proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what Amtrak considers a material change in financial condition. This list is intended to be indicative only. At the discretion of Amtrak, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

#### List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

### **2.2.2 Off-Balance Sheet Liabilities:**

A letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

### **2.2.3 Credit Ratings:**

Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

For entities that are fund managers of an investment fund, Proposer must provide a letter from the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the investment fund which certifies the following:

- The investment capacity of the fund (including supplemental information to the financial statements (as necessary) of the investment fund to positively demonstrate the existence of existing and/or committed capital capacity for the Consolidated Laboratory Project, consistent with the likely equity investment and the Equity Member's responsibility to provide its share percentage. Examples of supplemental information include subscription agreements, letters from third party escrows holding deposits, etc.);
- The ownership structure of the various entities in the hierarchy of the fund
- The investment criteria of the fund
- The approval process for an equity investment; and
- The description of recent changes in the organization of the fund.

To the extent that the entity cannot positively demonstrate the existence of existing and/or committed capital capacity for the Project, then Amtrak, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party and/or additional Equity Members before or after the completion of Amtrak's evaluation of the SOQ.

### **2.2.4 Financial Qualifications – Summary Financial Information – Form G:**

A completed **Form G** summarizing the financial information for Proposer, Equity Members of Proposer, contractor (if identified) and any Financially Responsible Party.

For entities that are fund managers of an investment fund, **Form G** must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

**Form G** shall be certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the entity providing the information.

#### **2.2.5 Financially Responsible Party Letter of Support:**

If Financial Statements of a parent company or affiliate company (a “Financially Responsible Party”) are provided to demonstrate financial capability of Proposer, Equity Members of Proposer, or contractor (if identified), an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer, Equity Member of Proposer or lead contractor, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for a contractor, then such Financially Responsible Party may, in Amtrak’s sole discretion, be required to guarantee the performance of the contractor.

Proposers shall note that Amtrak may, in its discretion based upon the review of the information provided, or Proposer’s form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to shortlisting. If the Proposer’s lead contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the lead contractor’s obligations relating to the Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this Section, (i) “parent company” means parent companies at any tier and (ii) “affiliate company” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer, any Equity Member or any Major Non-Equity Member), and other Financially Responsible Parties for the entity.

#### **2.2.6 Surety or Bank/Financial Institution Letter:**

While it is not a requirement of this RFQ to identify a contractor respondents should note that, to the extent applicable as part of this RFQ submission, or to be presented as part of any future consent given by Amtrak, a letter from an Eligible Surety indicating that Proposer team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$100 million, as evidence of Proposer’s or contractor(s)’ bonding capacity. Letters indicating “unlimited” bonding capability are not acceptable. The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Proposer’s (and, if applicable, lead contractor’s) backlog and work-in-progress in determining its bonding capacity.

As an alternative to including the performance bond in the bonding surety letter required by this section, Proposer may submit a letter from an Eligible Financial Institution

indicating a willingness, without conditions or qualifications, to issue a letter or letters of credit for Proposer or lead contractor as account party in an aggregate stated amount of \$100 million at the time of the SOQ submission. If a bank/financial institution letter is provided, Proposer must also provide a bonding surety letter for the payment bond(s) identified above.

In instances where the response to Part B, Section 2.2.1 contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of Proposer, contractor(s) or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Eligible Surety's or Eligible Financial Institution's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of Proposer, the contractor(s) or such other entity for which financial information is submitted, as applicable, and identifying any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the Project.

If a Proposer, contractor or other entity to obtain the bonds or letters of credit is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$100 million amount that the Eligible Surety and/or Eligible Financial Institution is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

Amtrak has not yet determined the specific amount or form of payment and performance bonds or letters of credit that it will require for the Project or specific elements of the Project. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by Amtrak for the Project, require payment and performance bond and/or letter of credit amounts in excess of the \$100 million amount referenced above. Amtrak shall delineate such requirements, which will be consistent with applicable law, in the RFP.



### 3 VOLUME 3

Volume 3 of the SOQ shall contain the following:

#### 3.1 Forms C and D

Executed originals of **Form C** and **Form D** for Proposer, each Equity Member of Proposer, each identified Major Non-Equity Member and each Financially Responsible Party.

#### 3.2 Personnel Qualifications

Separate resumes of not more than two (2) pages each for the following key personnel and management staff:

1. Proposed project executive (if different from the project manager);
2. Proposed project manager;
3. Proposed deputy project manager(s);
4. Any other key members of Proposer's management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (i) through (iii) above);
5. Unless included in response to clauses (i) through (iv) above, Proposer shall include the individuals proposed for the following job positions to the extent possible:
  - o Construction Manager;
  - o Lead Architect/Engineer;
  - o Operations and Maintenance Manager;
  - o Quality Manager;
  - o If not also the Lead Architect/Engineer, Lead Design;
  - o If not also the Lead Architect/Engineer, Lead Technology Designer;
  - o If not also the Lead Architect/Engineer, Lead Structural Engineer;
  - o If not also the Lead Architect/Engineer, Lead Mechanical Engineer;
  - o If not also the Lead Architect/Engineer, Lead Electrical Engineer; and
  - o If not also the Lead Architect/Engineer, Lead Civil Engineer.

Each resume shall state the specific role(s) above that the proposed "Key Person" would be fulfilling for the Project.

Three references for each of the project manager and the deputy project manager(s) and one reference for each other individual identified above must be supplied; provided, however, that where the project manager and deputy project manager(s) have only worked on one or two projects during the past five years (measured from the date of issuance of this RFQ), Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five years so that the

number of references equals three in total. References for each individual shall be placed on that individual's respective resume.

References shall be previous owners or clients with which the identified personnel have worked within the past five years (measured from the date of issuance of this RFQ) and shall include the name, position, company or agency, project name and performance time period and current postal and e-mail addresses and telephone number. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, Amtrak may elect to exclude the experience represented in determining the key personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the positions or roles described in Part B, Section 1.2.10 shall be available to serve the role so identified in connection with the Project.

Note that in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the shortlist, the Proposer's key personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the Development Agreement), unless otherwise approved in writing by Amtrak. If a Proposer wishes to make changes in key personnel identified in its SOQ, the Proposer shall submit to Amtrak a written request for the Amtrak's approval of the change as soon as possible but in no event later than the date and time to be set forth in the RFP. Proposer may not make any changes in any key personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case Amtrak, in its sole discretion, will consider such requests.

Requests to change key personnel identified in this SOQ shall be transmitted to the RFQ Procurement Contact identified in Part A, Section 8.7, and shall include the information requested for the corresponding key personnel in the RFQ. The Proposer shall submit an original and five copies of each such request package.

Amtrak will review requests to implement changes in key personnel identified in this SOQ very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain Amtrak's approval for such changes in key personnel during the procurement process may result in disqualification of the Proposer.

**FORMS**

**FORM A**

**Transmittal Letter**

**TO: NATIONAL RAILROAD PASSENGER CORPORATION      DATE OF RFQ:\_\_\_\_\_**  
**PROCUREMENT DEPARTMENT**  
**30th STREET STATION, MAILBOX #\_\_\_\_\_**  
**2955 MARKET STREET, 5th FLOOR SOUTH      PROJECT:\_\_\_\_\_**  
**PHILADELPHIA, PA 19104      \_\_\_\_\_**  
**ATTENTION: CAROLE OWENS, PROCUREMENT CONTACT**

Having thoroughly examined the Request for Qualifications dated May 20, 2016, Proposer hereby submits the attached response. In submitting this Form and attached response, Proposer (1) acknowledges that it has read the RFQ; (2) represents and warrants that agrees that it has the authority to submit the response and all information contained therein and that nothing in the Response is confidential or proprietary, subject to Part A, Section 9.1 (3) acknowledges and agrees that Amtrak is under no obligation to issue any future solicitations related to the Project referenced in the RFQ; and (4) releases Amtrak from any all liability related to the RFQ and the Project.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

- **Volume 1:** Transmittal Letter (this Form A), Executive Summary, Confidential Contents Index, Proposer Structure and Experience (including Forms B, E and F) and Approach to Project;
- **Volume 2:** Financial Statements, Additional Financial Information (including Form G), Financially Responsible Party Letter of Support, Surety or Bank/Financial Institution Letter; and
- **Volume 3:** Forms C and D and Personnel Qualifications

Proposer acknowledges access to all materials posted on the following website with respect to the Project:

<https://procurement.amtrak.com>

Proposer understands that Amtrak is not bound to shortlist any Proposer and may reject each SOQ that Amtrak may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer.

Proposer agrees that Amtrak will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or shortlisting thereunder.

**IMPORTANT NOTICE:** This Response Form and the response must be received by Amtrak prior to 3:00 P.M. (Eastern Time) on the due date specified in the RFQ.

Proposers' Name and Address:

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Printed or Typed Name of Person Signing Below:

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Title of Person Signing Below:

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Telephone: \_\_\_\_\_

Authorized Signature of Proposer:

Date: \_\_\_\_\_

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**FORM B**  
**PROPOSER TEAM SUMMARY**

<b>PROPOSER</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>MAJOR EQUITY MEMBER(S)</b> <i>(Duplicate for each Equity Member)</i>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>MAJOR NON-EQUITY MEMBER</b> <i>(Duplicate for each Major Non-Equity Member)</i>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>FINANCIALLY RESPONSIBLE PARTY</b> ( <i>Duplicate for each Financially Responsible Party</i> )	
<b>NAME OF FIRM</b>	
<b>NAME OF FIRM RESPONSIBLE FOR</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

**FORM C**

**INFORMATION REGARDING  
PROPOSER, EQUITY MEMBERS, MAJOR NON-EQUITY MEMBERS AND FINANCIALLY  
RESPONSIBLE PARTIES**

Name of Proposer: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Year Established: \_\_\_\_\_ Individual Contact: \_\_\_\_\_

Individual's Title: \_\_\_\_\_

Firm's CEO/Chairman: \_\_\_\_\_

Federal Tax ID No. (if applicable): \_\_\_\_\_ Telephone No.: \_\_\_\_\_

North American Industry Classification Code: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Name of Official Representative (if applicable): \_\_\_\_\_

Business Organization (check one):

- Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form D**) for the entity.)
- Partnership (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Other (If yes, describe and complete Sections A-C and the Certification form (**Form D**))

A. Business Name: \_\_\_\_\_

B. Business Address: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Office Performing Work: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form C**) for each member firm and attach it to the SOQ. Also indicate the name and role of each other financially liable party and attach a separate form.

Name of Firm	Role

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Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*[Please make additional copies of this form as needed.]*



**FORM D**

**CERTIFICATION**

**Proposer:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

1. Has the firm or any affiliate,\* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFQ)?

Yes                       No

If yes, please explain:

2. Has the firm or any affiliate\* ever sought protection under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFQ)?

Yes                       No

If yes, please explain:

3. Has the firm or any affiliate\* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFQ)?

Yes                       No

If yes, please explain:

4. Has the firm or any affiliate\* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years (measured from the date of issuance of this RFQ)?

Yes                       No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate\* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFQ)?

Yes                       No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. Has the firm or any affiliate\* been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Michigan governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years.

Yes                       No

If yes, please explain:

7. Has the firm or any affiliate\* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Illinois Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes                       No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes                       No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

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\* The term "affiliate" has the meaning set forth in Part B, Section 1.2.12 of this RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM E**

**PROJECT INFORMATION**

Entity Involved (e.g., Proposer, Equity Member, Major Non-Equity Member), Project Name and Contract Number	Owner Information(1)	Project Description	Dates Work Performed	Construction Value and Financing Value(2)	Annual O&M Value(3)	Project Role, Description and Amount of Work Performed(4)	Project Outcome or Current Status (5)

Notes:

- (1) For owner information, provide owner's name, address, contact name and current e-mail address and telephone number.
- (2) Provide financing value if the entity's role involved financing (for foreign currency transactions, use the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs July 1, 2016).
- (3) Provide operations and maintenance value if the entity's role involved operations and maintenance
- (4) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a developer or constructor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; an engineer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10 million.
- (5) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions.

**FORM F**

**CONCESSION AND PPP EXPERIENCE**

**EXPERIENCE OF THE EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS**

**INSTRUCTIONS:**

- (a) List only the experience of an Equity Member that will be future Equity Member of Proposer. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.
- (b) List all applicable projects identified in response to Part B, Section 1.2.8 that reached financial close.
- (c) List only projects where the Equity Member held at least 20% of equity ownership in the project at the time of financial close.

COMPANY NAME	PROJECT NAME AND LOCATION	FINANCING SIZE (1), (2)	DEBT AMOUNT & SOURCES (2), (3), (4)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY December 31, 2013	LEVEL OF COMPANY'S PARTICIPATION (5)	TYPE OF CONCESSION/PPP (6)
<i>Example Entry:</i> Financiers Corp.	Luxor Tunnels Luxor, Egypt	950,000	\$750,000 (95%, senior bank debt)	01/01/2007	04/15/07	100	\$100,000 (\$100,000; 50% shareholding of selected proposer)	Service payment

**NOTES:**

- (1) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs (July 1, 2016).
- (3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (4) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.)
- (5) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (II) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (6) Specify the type of concession (toll concession, service payment, shadow toll, or combinations of these mechanisms).

**FORM G**

**FINANCIAL QUALIFICATIONS – SUMMARY FINANCIAL INFORMATION (\*)**

**SUMMARY FINANCIAL INFORMATION (\*\*) FOR ALL EQUITY MEMBERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2013, 2014 AND 2015 (1)**

(IF AN EQUITY MEMBER OR LEAD CONTRACTOR IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN ONLY THE FINANCIALLY RESPONSIBLE PARTY ENTITY SHOULD COMPLETE THIS FORM)

COMPANY	ROLE ON THE PROPOSAL TEAM (IF EQUITY MEMBER, % OWNERSHIP)	FISCAL YEAR	SHAREHOLDERS (2)	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	CASH & EQUIVALENTS	CURRENT ASSETS	FIXED ASSETS	CURRENT LIABILITIES	CONTINGENT LIABILITIES (4)	LONG-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (5)

Certified as complete, true and correct by:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(\*) The Chief Executive, Chief Financial Officer, Treasurer (or equivalent position or role) for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.  
 (\*\*) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

- Notes:
- (1) Complete separate forms for each entity with each form containing the information for the three requested fiscal years. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.
  - (2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
  - (3) Relevant revenue consists of revenue from DBFOM contracts for infrastructure projects.
  - (4) A number/range is required, but references to specific locations in the financial statements explaining the contingent liabilities may be included
  - (5) Gearing = Long Term Liabilities / Net Worth

## EXHIBIT A

### SOQ SUBMITTAL OUTLINE

SOQ Component	Form (if any)	RFQ Section Cross-Reference
<b>VOLUME 1 – Submit 1 original and 9 copies of Volume 1</b>		
<b>1.1 General</b>		
Transmittal Letter	Form A	Part B, Volume 1, General, 1.1
Executive Summary (not to exceed 8 pages)	--	Part B, Volume 1, General, 1.2
Confidential Contents Index	--	Part B, Volume 1, General, 1.3
<b>1.2 Proposer Structure and Experience</b>		
Proposer	--	Part B, Volume 1, Section 2.2
Equity Members	--	Part B, Volume 1, Section 2.3
Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section 2.4
Management Structure	--	Part B, Volume 1, Section 2.5
Organization Chart – Proposer Structure	Form B (may be attached as an appendix)	Part B, Volume 1, Section 2.6
Team Structure	--	Part B, Volume 1, Section 2.7
Relevant Experience	--	Part B, Volume 1, Section 2.8
Project Information	Form E and F (may be attached as an appendix)	Part B, Volume 1, Section 2.9
Key Personnel	--	Part B, Volume 1, Section 2.10
Legal Issues	--	Part B, Volume 1, Section 2.11
Legal Liabilities	--	Part B, Volume 1, Section 2.12
Legal Proceedings	--	Part B, Volume 1, Section 2.13
<b>1.3 Approach to Project</b>		
General Approach to the Project	--	Part B, Volume 1, Section 3.1
Asset Delivery and Project Transition		Part B, Volume 1, Section 3.2
Operations & Concessionaire Management		Part B, Volume 1, Section 3.3
Operations and Maintenance Coordination		Part B, Volume 1, Section 3.4
Managing Economic, Local and Disadvantage Business Initiatives		Part B, Volume 1, Section 3.5
Program Financing & Deal Structure		Part B, Volume 1, Section 3.6
Project Elements		Part B, Volume 1, Section 3.7
Community Engagement		Part B, Volume 1, Section 3.8
Relationships, Roles and Responsibilities	--	Part B, Volume 1, Section 3.9
<b>VOLUME 2 – Submit 1 original and 9 copies of Volume 2</b>		
2.1 Financial Statements	--	Part B, Volume 2, Section A
<b>2.2 Additional Financial Information</b>		
Material Changes in Financial Condition	--	Part B, Volume 2, Section 2.1
Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section 2.2

<b>SOQ Component</b>	<b>Form (if any)</b>	<b>RFQ Section Cross-Reference</b>
Credit Ratings		Part B, Volume 2, Section 2.3
Financial Qualifications- Summary of Financial Information	Form G	Part B, Volume 2, Section 2.4
Financially Responsible Party Letter of Support	--	Part B, Volume 2, Section 2.5
Surety or Bank/Financial Institution Letter	--	Part B, Volume 2, Section 2.6
<b>VOLUME 3 – <i>Submit 1 original and 9 copies of Volume 3</i></b>		
Information Regarding Proposer, Equity Members, Major Non-Equity Members and Financially Responsible Parties	Form C	Part B, Volume 3, Section 1
Certification	Form D	Part B, Volume 3, Section 1
Personnel Qualifications		Part B, Volume 3, Section 2
(a) Resumes – Key Personnel (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section 2
(b) Resumes – Other Members of Proposer’s Management Team (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section 2
(c) Written commitment statements from employers	--	Part B, Volume 3, Section 2



## EXHIBIT B

### Summary of Real Estate Holdings

The tables on the following pages provide a summary of real estate holdings in and around CUS.

Property Attributes	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8	Parcel 9
<b>Property / Parcel Name</b>	W Lake St and Canal St	417 W Lake St	310 Water St	400 W Madison St	10 S Riverside Plz	Amtrak Station Concourse	Headhouse	Amtrak Parking Garage	Riverside Plaza
<b>Address</b>	1817 W Lake St / 210 S Canal St	417 W Lake St	310 Water St	400 W Madison St	10 S Riverside Plz	222 S. Riverside Plaza	210 S. Canal St.	310 S. Canal St.	300 S. Riverside Plz.
<b>City, State, Zip</b>	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606
<b>Controlling Interest Owner</b>	CUSCO	CUSCO	Chicago Title & Trust Co.	CUSCO	CUSCO	CUSCO	CUSCO	Amtrak	CUSCO
<b>If not Amtrak, Describe Relationship</b>	Fee Simple Below Grade	Fee Simple	Easement Right of Way Below Grade	Fee Simple Below Grade	Fee Simple Below Grade	Fee Simple Below Grade	Fee Simple	Fee Simple	Fee Simple
<b>Assessor's Parcel Number</b>	17-09-306-018-0000 / 17-09-306-016-0000	17-09-325-002-0000 / 17-09-325-003-0000	17-09-334-004-6001 / 17-09-325-002-0000	17-09-343-002-0000	17-16-104-005-6001 / 17-16-104-006-6002 / 17-16-104-007-6001 / 17-16-104-008-6001	17-16-115-003-6001	17-16-114-003-0000	17-16-120-010-0000	17-16-121-003-6001
<b>Zoning</b>	PD 1115 / PD 1226	PD 1226	PD 431	DC-16	PD 256	PD 27	PD 376	PD 506	PD 27
<b>Allowable Uses</b>	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
<b>FAR Allowance</b>	12.00	16.00	N/A	16.00	8.00	12.00	12.50	14.55	12.00
<b>Primary Road Frontage</b>	W Lake St	W Lake St	W Randolph St	W Washington St	N & S Canal St	S Canal St	S Canal St	S Canal St	S Canal St.
<b>Secondary Road Frontage</b>	Canal St	Randolph St	W Washington St	W Madison St	W Madison St	W Adams St	W Adams St & W Jackson Blvd	W Jackson Blvd & W Van Buren St	W Jackson Blvd & W Van Buren St
<b>Additional Road Frontage</b>	-	-	-	-	W. Monroe St & W Adams St	Jackson Blvd	S. Clinton St	S. Clinton St	

<b>Land (Owned/Leased/Adjoined)</b>	Adjoined	Owned	Leased	Owned	Owned	Owned	Owned	Owned	
<b>Total Land Area (square feet)</b>	17,860	32,670	30,928	10,454	180,774	45,738	124,946	90,862	78,844
<b>Total Land Area (acres)</b>	0.41	0.75	0.71	0.24	4.15	1.05	2.87	2.09	1.81
<b>Excess Land Area</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Excess Air-Rights (Buildable Sq. Ft.)</b>	N/A	N/A	N/A	N/A	N/A	N/A	900,000	900,000	1,227,000

Property Attributes	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8	Parcel 9
Property / Parcel Name	W Lake St and Canal St	417 W Lake St	310 Water St	400 W Madison St	10 S Riverside Plz	Antrak Station Concourse	Headhouse	Antrak Parking Garage	Riverside Plaza

Improvements									
Property Type	Railyard	Railyard	Railyard	Railyard	Railyard	Train Station	Office/Retail/Waiting	Parking garage	Railyard
Number of Buildings	N/A	N/A	N/A	N/A	N/A	1	1	1	N/A
Number of Stories	N/A	N/A	N/A	N/A	N/A		8	6	N/A
Building Use	Railyard	Railyard	Railyard	Railyard	Railyard	Retail / Office / Train Boarding	Retail / Office	Parking Garage	N/A
Describe Unoccupied Space	N/A	N/A	N/A	N/A	N/A	N/A	Upper stories of facility are vacant	N/A	N/A

<b>Total Building Area</b>	N/A	N/A	N/A	N/A	N/A	209,839	579,531	N/A	N/A
Office Area	N/A	N/A	N/A	N/A	N/A	0	60000	N/A	N/A
Retail Area	N/A	N/A	N/A	N/A	N/A	31386	Unknown	N/A	N/A
Waiting Area	N/A	N/A	N/A	N/A	N/A	178453	Unknown	N/A	N/A
Other Area	N/A	N/A	N/A	N/A	N/A	N/A	517517	N/A	N/A
Parking	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1679 Spaces	N/A
Other Building 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Building 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Year Built	N/A	N/A	N/A	N/A	N/A	Unknown	1925	Unknown	N/A
Actual Age	N/A	N/A	N/A	N/A	N/A	Unknown	89	Unknown	N/A

Comments	CUSCO owns the land below grade. The air rights have been sold to LaSalle National Bank Trust	CUSCO owns the parcels fee simple.	CUSCO has a right of way below grade for its rail tracks.	CUSCO owns the land below grade. The air rights have been sold to LaSalle National Bank Trust	CUSCO owns the ground below grade. The air rights have been sold to Equitable Assurance Society of the US.	CUSCO owns the land below grade. The air rights have been sold and developed to 222 Riverside Plaza Corp.	This is the historic head house for Amtrak. The property contains 900,000 square feet of undeveloped air rights, the building is designed and permitted for an additional 18 stories at 12.5 FAR for the site.	This is a parking garage across from the Amtrak concourse. The parcel contains 1,000,000 square feet of undeveloped air rights.	This parcel is located over Amtrak tracks. The parcel was originally planned to be "Gateway Plaza V" which was to be developed between 1960-1980.
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## EXHIBIT C

### Supplemental Site Information

The following information provides additional detail on CUS and the surrounding sites.

#### *Zoning*

The various parcels that Amtrak has an interest in are zoned either PD-Planned Development or DC-Downtown Core. Specifically, the Headhouse is zoned PD-376 with a maximum floor area allowance (FAR) of 12.5, the CUS Concourse is zoned PD-27 with a maximum FAR of 12.2, and the Amtrak Parking Garage is zoned PD-506 with a maximum FAR of 14.55. Per the zoning code, all PD zoned parcels are designated for mixed use planned developments. The railyards and various maintenance buildings are zoned PD or DC-16. See below for permitted uses and dimensional standards for these zones.

#### **PD**

- Required for certain projects to ensure adequate public review and unified planning and development
- Allows design flexibility
- May include one or more principal buildings and one or more principal uses
- May consist of one or more lots to be developed as a unit to be built over a period of time
- FAR varies from project to project
- Designation required for numerous types of projects, including those that involve air-rights, airports/heliports, buildings that exceed the height thresholds of certain districts, expansion of existing planned developments, development within 100 feet of a waterway, non-accessory parking in certain zoning districts, institutional and campus-oriented projects, large residential, commercial, and industrial developments, power plants/water plants/wastewater plants, and spectator facilities with a seating capacity of 1,000 or more persons

#### **DC-16**

- Promotes high-intensity office and employment growth within the downtown core
- Accommodates a broad mix of office, commercial, public, recreation, residential, and entertainment uses
- FAR: 16.0
- Height Restrictions: none, however, buildings taller than city's building height thresholds require planned development review
- Setback restrictions: none

#### *Easements*

There are various utility and access easements on site. However, there are no detrimental easements on any of the Amtrak owned assets.

### *Assessed Value and Property Taxes*

Based on the Cook County Tax assessor's website, all of the parcels except one, the Parking Garage, owned by Amtrak are exempt from assessment and taxes. Therefore, there is little information available about their value. Amtrak sold the above-grade rights to this parcel and therefore it is believed that this assessment is for the improvements above-grade.