

495 Express Lanes Northern Extension (NEXT) Design-Build Project Request for Qualifications January 7, 2020

Transurban Project No.: PRJ00495

VDOT Project No.: 0495-029-419 (UPC 113414)

FHWA Project No.: NHPP-495-5(095)



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1 INTRODUCTION

Transurban (USA) Inc., on behalf of Capital Beltway Express LLC (“Concessionaire”), is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”) from individual firms or teams (“Offerors”) interested in contracting to serve as the Design-Builder for the 495 Express Lanes Northern Extension Project (“Project”). The purpose of this RFQ is to solicit information that will enable the Concessionaire, in coordination with the Virginia Department of Transportation (“VDOT”), to determine which Offerors: (a) are best qualified to successfully execute the design and construction of the Project; and (b) will be invited to submit proposals in response to the Concessionaire’s Request for Proposals (“RFP”).

Offeror’s SOQ will be rated and scored based upon the evaluation criteria established in this RFQ by the Concessionaire.

Each Offeror’s SOQ must meet all requirements established by this RFQ. Requirements of this RFQ generally will use the words “shall”, “will”, or “must” (or equivalent terms) to identify a required item that must be submitted with an Offeror’s SOQ. Failure to meet an RFQ requirement may render an Offeror’s SOQ non-responsive, while the extent to which an Offeror meets or exceeds evaluation criteria will be determined by the evaluation team and reflected in the team’s scoring (in their sole discretion) of each responsive and responsible Offeror’s SOQ.

2 BACKGROUND INFORMATION

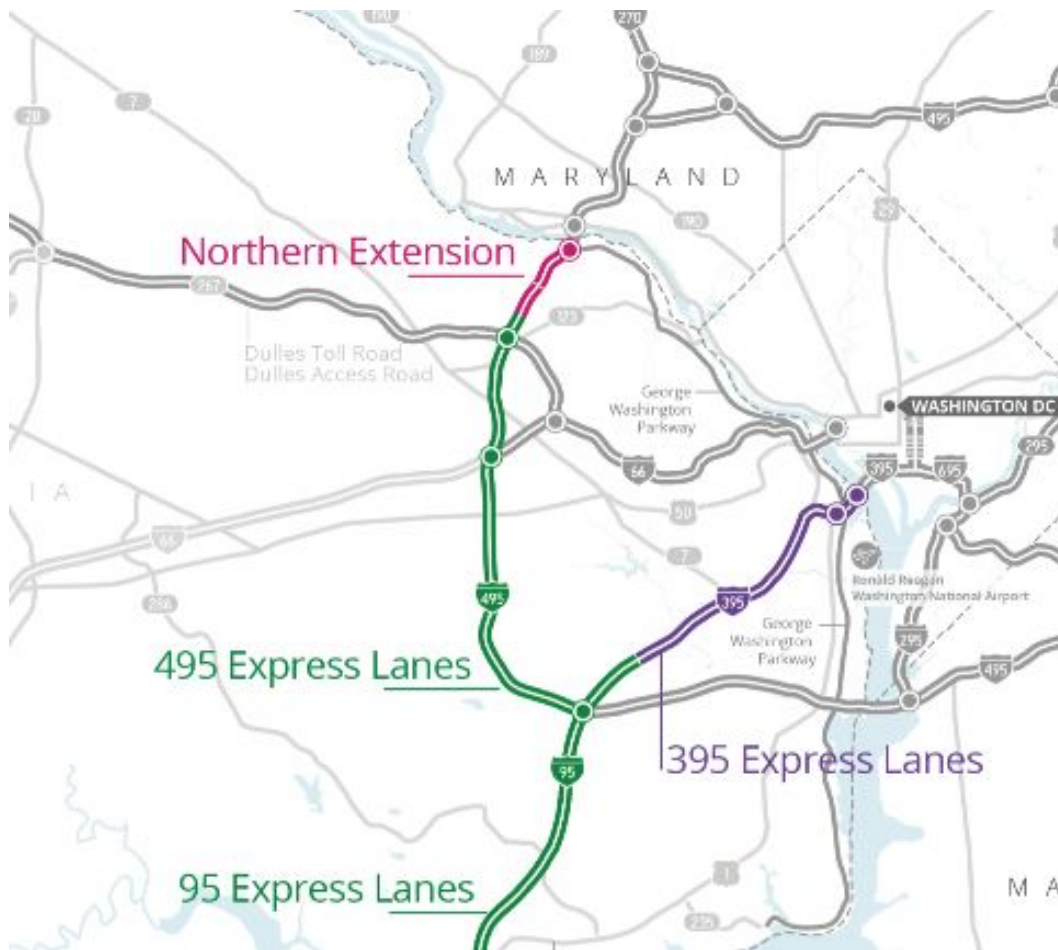
2.1 Project Overview

The Project is a 2.0-mile extension of the 495 HOV/HOT Lanes (Express Lanes) in Fairfax County, Virginia. As shown in Figure 1 below, the Project will extend along Interstate 495 (I-495) from the current northern terminus of the 495 Express Lanes near Lewinsville Road, Route 694, to the vicinity of the George Washington Memorial Parkway. I-495 currently operates with four general-purpose lanes in each direction along the Project corridor.

The primary objective of the Project is to extend the 495 Express Lanes further north to provide additional capacity in the corridor, which will be available at no charge to HOV 3+ vehicles, and open to other authorized vehicles paying a toll. The future Northern Extension Express Lanes will be subject to the same operating rules and regulations as the existing 495 Express Lanes, and when complete will operate together with the 495 Express Lanes as a single, fully-integrated 495 Express Lanes facility between the Springfield Interchange and the George Washington Memorial Parkway.

The Concessionaire is responsible for the design, construction, financing, and ongoing operations and maintenance of the Project in accordance with the terms of a pending amendment to the existing Amended and Restated Comprehensive Agreement Relating to the Route 495 HOT Lanes in Virginia Project with VDOT for the Project (“Agreement”).

Figure 1 - 495 Express Lanes Northern Extension Project Location



Additional details on the scope of the Project and anticipated types of work to be included in the Design-Build Contract are provided in the RFQ Information Package.

The Concessionaire's current estimated Design-Build Contract value for the Project is **\$350 million**.

2.2 Key Concessionaire Objectives

The successful Offeror is expected to meet or exceed the key objectives established for the Project, which include:

Safety. The Concessionaire has a strong corporate commitment to exemplary safety performance and expects the Design-Builder to provide best in class industry safety practices to provide a safe working environment for workers and ensure the safety of road users.

Delivery Certainty. The Concessionaire is seeking a Design-Builder that will deliver cost and schedule certainty.

Innovation & Sustainability. The Concessionaire expects the Design-Builder to promote innovation and enhance sustainability in its design and construction approaches.

Coordination and Collaboration. The Concessionaire expects the Design-Builder to share its commitment to a collaborative problem-solving approach and to proactively engage with the Concessionaire and other stakeholders to ensure successful outcomes.

Communications and Stakeholder Management. The Concessionaire is committed to a comprehensive and robust communications and outreach program for the Project and the Design-Builder will be an active partner in the development and implementation of this program.

2.3 Offeror's Scope of Work

The Project scope of work includes all works required to complete the design and construction of the Project, including, but not necessarily limited to: (a) roadway and interstate widening, including pavement repair, rehabilitation, and overlays, (b) survey; (c) structures and bridges, (d) environmental management, (e) geotechnical, (f) drainage and storm water management, (g) traffic control devices, (h) transportation management plan, (i) right-of-way, (j) utilities; (k) intelligent transportation systems, (l) traffic management systems, (m) sound walls; (n) sign structures, (o) lighting, (p) quality assurance and quality control, (q) safety, (r) public involvement and communications, (s) construction engineering and inspection, and (t) overall Project management. Offerors should note that all work performed on this Project shall be completed using English (US customary) Units.

The work will involve removal and disposal of existing materials, transporting materials and constructing new pavement, replacement and widening of bridges, construction of sound walls, and transporting, handling, and constructing large and heavy structural components in combination with constructing, operating and dismantling of temporary works. Additionally, rehabilitation or replacement of existing structures and pavement, placement of new surfacing, and lane marking will require careful staging to maintain traffic flow, coordination between adjacent facilities, and maintaining existing 495 Express Lanes operability during construction of the works. The work also includes construction of Intelligent Transportation Systems ("ITS") components (CCTV, weather stations, VDOT vehicle detectors and VDOT DMS) and supporting infrastructure, construction and integration of the Traffic Management Systems ("TMS") (Express

Lanes vehicle detectors, DMS and AID) and supporting infrastructure. Integration of the TMS with the Back Office System will be performed by a designated subcontractor, Transurban (USA) Inc., under the Offeror's management. Active and extensive coordination will be required with the Concessionaire, the Concessionaire's affiliates and subcontractors, and VDOT, in order to fully integrate the proposed TMS equipment and software.

An Interchange Justification Report (IJR) is currently being developed for the Project by VDOT. The IJR is expected to be submitted to the Federal Highway Administration (FHWA) in January 2020 and approved by June 2020. The Design-Builder will be required to meet all commitments included in the approved IJR including, but not limited to, the geometric design criteria and operational improvements of Phase 1 and the not-to-preclude requirements of the ultimate phases. Additional information on the status and findings of the IJR will be provided with the RFP.

To comply with the requirements of the National Environmental Policy Act (NEPA), VDOT is also completing an Environmental Assessment (EA) for the Project simultaneously with the IJR. The EA is expected to be issued for public review in February 2020 and a combined Location and Design Public Hearing is expected in March 2020. A NEPA decision for the Project is expected from FHWA in June 2020. The Design-Builder will be required to meet all environmental commitments included in the NEPA documents.

The Design-Builder's environmental work shall address all items necessary for the acquisition of water quality and other permits in the name of the Design-Builder for the Project. Permanent noise mitigation shall be provided by the Design-Builder in compliance with the Virginia State Noise Abatement Policy and the Highway Traffic Noise Impact Analysis Guidance Manual. The final barrier locations and dimensions will be determined by the Design-Builder in approved locations based on the final design noise analysis. A final Noise Abatement Design Report (NADR) that covers all barrier locations shall be furnished by the Design-Builder.

The Design-Builder shall be responsible for the preparation and implementation of the Transportation Management Plan (TMP) including Maintenance of Traffic Plans and temporary Traffic Control Plans in accordance with VDOT guidance (including IIM LD 241) and standards for all proposed work associated with the Project. The Project TMP shall document how traffic will be managed during the construction of the Project. The Design-Builder shall coordinate all work in accordance with the Project TMP. The Project TMP will be approved by both the Concessionaire and VDOT in accordance with the Project's Technical Requirements.

Right-of-way work includes all services necessary to acquire the right-of-way, including fee takes and easements. The Design-Builder's right-of-way team member shall be a VDOT prequalified right-of-way contracting consultant, and must include a VDOT prequalified Fee Appraiser and a VDOT prequalified Review Appraiser. All right of way acquisitions and relocations shall be performed in accordance with the VDOT Right of Way Manual and all applicable state and federal laws and regulations.

It is currently anticipated that the majority of work will be within the existing VDOT rights-of-way along I-495. However, should the Technical Requirements or the Design-Builder's final design

and construction approach require additional right-of-way and/or easement acquisitions (including for temporary staging and laydown areas), any such acquisitions, including the cost of the land shall be the responsibility of the Design-Builder. Responsibility for the costs of right-of-way acquisition will be specified in the RFP.

Utility work includes all items necessary to perform the relocations, adjustments and coordination of utilities. The Design-Builder shall be responsible for all costs associated with utility work.

Coordination will be required with the Concessionaire and Transurban (USA) Operations Inc. (as the Operator), in order to fully integrate the proposed TMS equipment and associated computer systems and software. Furthermore, coordination of work time and lane closure restrictions will be required. The Design-Builder's schedule will need to fully account for the Concessionaire's and VDOT's schedule requirements.

Construction engineering and inspection work includes all items necessary for providing quality assurance and quality control in accordance with *VDOT's Minimum Requirements for Quality Assurance and Quality Control for Design-Build and Public-Private Transportation Act Projects (July 2018)*.

Required coordination with all third-party stakeholders (including but not limited to VDOT, Fairfax County, McLean community, Metropolitan Washington Airports Authority, National Park Service, MDOT/SHA, and utility owners) necessary for the design and construction of the Project is the responsibility of the Design-Builder.

2.4 Procurement Overview of the Project

The Concessionaire will use a two-phase "best value" selection process for the selection of a Design-Builder for the Project. This RFQ represents the first phase in the selection process. Concessionaire intends to short-list the three (3) highest-ranked Offerors. Only the short-listed Offerors will receive the RFP and be allowed to submit Proposals.

The second phase of the selection process will entail the submission of a Letter of Submittal, Technical Proposal, and Price Proposal from each short-listed Offeror. While the RFP will contain specific requirements for the Technical Proposal and Price Proposals, as well as specific selection criteria, the Concessionaire anticipates that: (a) Technical Proposals selection criteria will include, among other things, the Offeror's project management approach, design innovations, construction approach, a Project schedule and the Offeror's intended use of voluntary community workforce agreements; and (b) the Price Proposals will include, among other things, the fixed price for the design and construction of the Project including a contract price for the designated TMS Subcontractor to be provided in the RFP. **The responsive and responsible Offeror submitting the Best Value Proposal for the Project, based on the criteria described in the RFP, will be recommended for award.**

Offerors are on notice that Concessionaire may, in its sole discretion, negotiate and award a Design-Build contract to an Offeror, if, upon a written determination, the Concessionaire determines that such Offeror is the only Offeror fully qualified to perform the proposed design-

build contract, or that such Offeror is clearly more highly qualified than the others under consideration.

2.5 Contracting Approach

A fixed price, lump sum Design-Build Contract for the Project will be entered into by the Concessionaire and the Design-Builder. The Design-Builder shall provide the personnel, resources and processes necessary to deliver the Project, including contracting, coordination with, and integration of subcontractors.

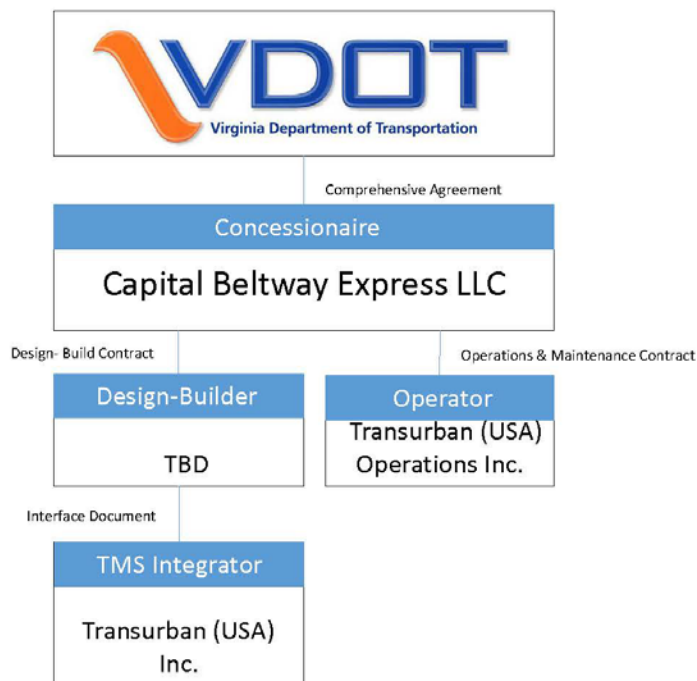
The Design-Build Contract will be based on the standard VDOT Design-Build Contract, with modifications made to reflect, among other things, the fact that the Concessionaire, and not VDOT, is the counter-party to the Design-Builder. The Design-Build Contract will also incorporate provisions required by the Concessionaire's Agreement with VDOT and the project financing plan. A summary of key Design-Build Contract terms is provided in the RFQ Information Package.

The Contract will require a minimum of thirty percent (30%) of the Contract value be self-performed by the Offeror Lead Contractor. If the Offeror's Lead Contractor is a joint venture, this requirement may be met either by the joint venture entity or the joint venture Contractor member firms.

As shown in Figure 2, Transurban (USA) Inc. will serve as a designated subcontractor for the Project. The selected Design-Builder must enter into a subcontract with Transurban (USA) Inc. to provide the TMS integration services for the Project. The RFP will provide the dollar amount to be included in each Offeror's Price Proposal for this subcontract. This work includes design development, systems engineering, back office systems, and integration of ITS/TMS equipment provided by the Design-Build Contractor into the Concessionaire's centralized traffic management system platform. The selected Design-Builder will be responsible for providing the associated civil works and ITS and TMS elements, including systems-related infrastructure and roadside equipment. The Design-Builder shall manage any required interfaces with its work and fully incorporate TMS activities and milestones into its schedule. An Interface Plan which outlines the roles and responsibilities of each party, as well as specific schedule requirements necessary to support TMS integration activities, will be included as an Exhibit to the Design-Build Contract. A copy of the Interface Plan will be provided to short-listed Offerors with the RFP.

Additional details on the respective responsibilities between the Design-Builder and the TMS Subcontractor and indicative commercial terms for the TMS subcontract are provided in the RFQ Information Package.

Figure 2 - Contracting Approach



2.6 Schedule

The Concessionaire currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the Concessionaire reserves the right to modify this schedule as it finds necessary, in its sole discretion.

Action	Due Date & Time
Issue RFQ	January 07, 2020
Project Information Meeting	January 14, 2020 at 10:00am Tysons I and Tysons II Conference Room- 7900 Westpark Drive, Ground Floor, Tysons, VA 22102
Deadline for Offeror Questions	February 13, 2020 at 3:00pm local time
Concessionaire Responses to Offeror Questions	February 25, 2020 at 3:00pm local time
SOQ Submission Due Date	March 03, 2020 at 3:00pm local time
Short-List Notification to Offerors	March 27, 2020
Anticipated RFP Release Date	April 15, 2020

Action	Due Date & Time
Anticipated Technical Proposal Due Date	August 04, 2020 at 3:00pm local time
Anticipated Price Proposal Due Date	September 03, 2020 at 3:00pm local time
Anticipated Contractor Selection and Notice of Intent to Award	September 25, 2020
Anticipated Design-Build Contract Execution	February 18, 2021
Anticipated Limited Notice to Proceed (NTP)	February 18, 2021
Anticipated Design and Construction NTPs ("Full NTP")	May 18, 2021
Anticipated Service Commencement Date	May 19, 2024
Anticipated Final Completion Date	November 18, 2024

2.7 Concessionaire's Evaluation Team

An evaluation team will be appointed by the Concessionaire to rate and score the SOQs. In addition to the appointed team, the Concessionaire may use any appropriate technical resources, including VDOT personnel, to provide assistance in evaluating the SOQ submittals.

2.8 Concessionaire's Point of Contact

The Concessionaire's point of contact for matters related to the RFQ is Susan Harris. This is the only individual authorized to discuss this RFQ with any interested parties, including Offerors.

Name: Susan Harris
 Title: Sr. Sourcing Manager
 Address: 7900 Westpark Drive, Suite T500, Tysons, VA 22101
 Phone: (571) 326-7443
 Email: NEXTProcurement@transurban.com

Offerors are not to contact VDOT personnel or consultants for information about this RFQ or the Project. The Concessionaire will coordinate with VDOT as required to provide Offerors with responses to any questions submitted in accordance with Section 6 of this RFQ.

All communications with Concessionaire about the Project or this RFQ shall be in writing, as required by applicable provisions of this RFQ. The Concessionaire will utilize a web-based electronic procurement tool ("Ansarada") for all official communications about the Project or this RFQ. Offerors will be required to be registered with the Concessionaire in order to receive further information about the Project, this RFQ, or to submit questions. Registration instructions are available at: <https://expresslanes.com/current-projects>

Concessionaire disclaims the accuracy of information derived from any source other than Concessionaire's designated point of contact provided in writing or via Ansarada, and the use of any such other information is at the sole risk of the Offeror.

All written communications to Concessionaire from Offerors shall specifically reference the correspondence as being associated with “495 Express Lanes Northern Extension Project Design-Build RFQ (Project No. PRJ00495).”

2.9 RFQ Documents and Addenda

All RFQ Documents, and Addenda if any, will be made available and issued electronically via Ansarada. If there is any conflict between versions for any RFQ Documents or Addendum, the latest revision on Ansarada shall control. For instructions on use of Ansarada or technical support, Offerors may contact the Ansarada support team at (312) 638-2200.

An **RFQ Information Package** is available to interested Offerors via Ansarada at no cost. Instructions for retrieving this information have been provided with the Concessionaire’s confirmation of RFQ registration. The RFQ Information Package includes:

- 495 Express Lanes Northern Extension – Summary of Scope and Anticipated Work
- 495 Express Lanes Northern Extension – Conceptual Roadway Design Plans:
 - Conceptual Design Roll Plots *dated December 20, 2019*
 - Typical Roadway Sections *dated December 20, 2019*
- Transurban Health, Safety and Environment Requirements for Construction Projects
- Design-Build Contract – Indicative Commercial Terms
- Design-Build Contract – Insurance Requirements
- Traffic Management Systems – TMS Subcontractor and Design-Builder Scope Split Summary
- TMS Subcontract – Indicative Commercial Terms

Offerors shall note that the RFQ Information Package is being provided for informational purposes only and all documents included therein are subject to change. These documents are solely for the information of the Offeror, and are to be used by each Offeror at their own risk and as they deem appropriate.

2.10 Acknowledgment of Receipt of RFQ, Revisions, and/or Addenda

Offeror shall provide to Concessionaire the Acknowledgement of RFQ, Revisions, and/or Addenda set forth as **Attachment A**, signed by the Offeror’s Point of Contact or Principal Officer with submission of the SOQ, which will serve as acknowledgement that the Offeror has received this RFQ and any/all revision(s) and/or addenda.

2.11 Project Information Meeting

Concessionaire will hold a Project Information Meeting for potential Offerors at the following address on the date and time set forth in Section 2.6:

Tysons I and Tysons II
Conference Room (Ground Floor)
7900 Westpark Drive
Tysons, Virginia 22102

3 CONTENTS OF STATEMENTS OF QUALIFICATIONS

This Section describes specific information that must be included in the SOQ's. The format for the presentation of such information is described in Section 5.2.

3.1 General

3.1.1 The RFQ phase of the procurement process is intended to enable Offerors to demonstrate their qualifications to successfully deliver the Project, and to enable Concessionaire to evaluate those qualifications to arrive at a short-list. Offerors are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ. Offerors should note that it is not the intent of Concessionaire to receive Project-specific design or engineering recommendations as part of this RFQ.

3.1.2 The SOQ will consist of all information required under this Section. Offerors shall complete the SOQ Checklist (provided as **Attachment B**) and include it in their SOQ. The purpose of the SOQ Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's SOQ and to provide a page reference indicating the location of each submittal requirement in the SOQ.

3.1.3 The Concessionaire reserves the right to conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. Concessionaire also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's SOQ.

3.1.4 If the Offeror has concerns about information included in its SOQ that may be deemed confidential or proprietary, the Offeror must adhere to the requirements set forth in Section 11.3.

3.2 Letter of Submittal and Mandatory Factors

3.2.1 The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Design Build Contract with the Concessionaire. The Letter of Submittal shall be signed by an authorized

representative of the Offeror. All signatures on the original Letter of Submittal shall be original and signed in ink.

3.2.2 Identify the name, title, address, phone numbers, and e-mail address of an individual who will serve as the Offeror's point of contact.

3.2.3 Identify the name, title, address, phone numbers, and e-mail address of the individual who will serve as the Offeror's principal officer (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

3.2.4 Identify whether the Offeror is a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization, and identify the jurisdiction under which the Offeror is incorporated or registered. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. Describe which entity(ies) will provide the work performance guarantee. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project. A single Performance Bond for 100 percent (100%) of the Design-Build Contract value and a single Payment Bond for 100 percent (100%) of the Design-Build Contract value shall be provided regardless of any co-surety relationship.

If an Offeror seeks to qualify as a separate legal entity, each individual member of any joint venture, partnership, or limited liability company must be properly registered with the Virginia State Corporation Commission (SCC) in accordance with § 2.2-4311.2 of the Code of Virginia, and evidence of such registration included in the Letter of Submittal. For such entities, a complete and executed teaming or bidding agreement shall be submitted with the Statement of Qualification (SOQ). Each individual member of any joint venture, partnership, or limited liability company must be also pre-qualified with VDOT and provide evidence of such in the SOQ. The separate legal entity shall be properly established and have a federal tax ID number.

3.2.5 Identify the full legal name of the following: Lead Contractor, any named subcontractors, Lead Designer, and ITS Designer for this Project. The Lead Contractor is the member of the Offeror's team that will serve as the prime (or general) Design-Build Contractor responsible for overall construction of the Project. The Offeror may also elect to identify the specialized subcontractor(s) that will be responsible for such things as the construction, installation, and testing of the ITS and TMS elements included in the Design-Build Contract. The Lead Designer is defined as the prime design firm responsible for the overall design of this Project. The ITS Designer is the design firm responsible for the design of the ITS and TMS elements included in the Design-Build Contract.

3.2.6 Provide the full legal name and address of all affiliated and/or subsidiary companies of the Offeror on the form provided as **Attachment C**. Indicate which companies are affiliates and which companies are subsidiaries. An affiliate is as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one

business entity has been so closely aligned with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.

If the Offeror does not have any affiliated and/or subsidiary companies, indicate this on **Attachment C**.

The Offeror shall not submit more than one SOQ for this Project. If more than one SOQ is submitted by an individual, partnership, Corporation, or any party of a joint venture, then all SOQs submitted by that individual, partnership, Corporation or joint venture shall be disqualified. If more than one SOQ is submitted by an affiliate or subsidiary company of an individual, partnership, Corporation or any party of a joint venture, then all SOQs submitted by that individual, partnership, Corporation or joint venture shall be disqualified.

3.2.7 Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as **Attachment D** and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as **Attachment E** for the Offeror and any sub-consultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the SOQ.

If the Offeror and any sub-consultant, subcontractor, or any other person or entity is unable to execute the certification, then prospective participant shall attach an explanation to its Certification Regarding Debarment Form(s). Failure to execute the certification will not necessarily result in rejection of a submission, but will be considered in determining the Offeror's responsibility. Providing false information may result in federal criminal prosecution or administrative sanctions.

3.2.8 State the Offeror's VDOT Highway Contractor prequalification number and current VDOT prequalification status in the Letter of Submittal. Provide an 8.5" x 11" copy of the Offeror's VDOT prequalification evidence indicating the Offeror is currently prequalified in the appendix of the SOQ. The Offeror must be in good standing and prequalified to bid on the Project at the time of SOQ submittal.

3.2.9 In order to participate in the RFQ as a joint venture, all members of the Offeror's team must provide their respective prequalification information as stated above. Evidence of VDOT Highway Contractor prequalification (in Electrical (018) and/or Traffic Management Systems (164) Work Classes) must also be provided for any named specialized subcontractors(s) that will be responsible for the construction, installation, and testing of the ITS and TMS elements included in the Design-Build Contract.

3.2.10 Include a letter from a surety or insurance company (with a Best's Financial Strength Rating of A minus and Financial Size Category VIII or better by A.M. Best Co.) in the appendix of the SOQ stating that the Offeror is capable of obtaining a performance and payment bond consistent with the NEXT Indicative Design-Build Contract Terms attached to the RFQ based on

the current estimated Design-Build Contract value referenced in which bonds will cover the Project and a 24-month warranty period. The letter of surety shall clearly state the rating categorization noted above and reference the total estimated Design-Build Contract value for the Project identified in Section 2.1, in a manner similar to the notation provided below:

*“As surety for [the above-named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction **consistent with the NEXT Indicative Design-Build Contract Terms attached to the RFQ**, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.”*

The Surety letter for a joint venture Offeror shall be in the name of the joint venture entity.

3.2.11 All business entities on the Offeror’s proposed team must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror’s proposed team shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. All business entities on the Offeror’s proposed team shall satisfy all commercial and professional registration requirements, including, but not limited to those requirements of the Virginia State Corporation Commission (SCC) and the Virginia Department of Professional and Occupational Regulations (DPOR). Full size copies of DPOR licenses and SCC registrations, or evidence indicating the same, should be included in the appendix of the SOQ. Additionally, the following information should be provided on the form provided as **Attachment F**:

- The SCC registration information for each business entity on the Offeror’s proposed team. Provide the name, registration number, type of corporation and status.
- For this Project, the DPOR registration information for each office practicing or offering to practice any professional services in Virginia. Provide the business name, address, registration type, registration number and expiration date.
- For this Project, the DPOR license detailing for each Key Personnel (as identified below) practicing or offering to practice professional services in Virginia. Provide the name, the address, type, the registration number, expiration date and the office location where each Key Personnel member is offering to practice professional services in Virginia.
- For this Project, the DPOR license detailing those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (i.e. real estate appraisal). Provide the name, address,

type, the registration number, and the expiration date of the individual offering services in Virginia.

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render an Offeror's SOQ, in the sole and reasonable discretion of the Concessionaire, non-responsive and in that event the SOQ may be returned without any consideration or evaluation.

3.2.12 The Letter of Submittal shall include a written statement that Offeror is committed to achieving the following goals with respect to small and minority business participation, on-the-job training, and workforce development:

- Disadvantaged Business Enterprise (DBE) participation of at least 15% plus Small, Women, and Minority (SWaM) firm participation of at least 25% of the Design-Build Contract value. Portions of the Design-Build Contract exempt from goals will be provided in the RFP.

3.2.13 The Letter of Submittal shall include a written statement that the Offeror shares Transurban's commitment to sustainability and will seek during the design and construction of the Project to achieve at least a "Silver" rating using the Envision infrastructure sustainability rating system. Additional information on the Envision rating system can be found at: <http://sustainableinfrastructure.org/envision/>. In addition, Offeror shall identify any on-going corporate commitments or established programs used by the Offeror to promote sustainability including examples of current initiatives on other interstate roadway, toll road or managed lanes projects.

3.3 Technical Factor – Key Personnel and Team Structure

The Offeror shall provide sufficient information to enable Concessionaire to understand and evaluate the qualifications and experience of the Offeror's Team.

3.3.1 Provide the identity of and information about the Key Personnel listed below. This information is to be provided on the Key Personnel Resume Form attached hereto as **Attachment G**. For each Key Personnel role, the Offeror shall include a statement that acknowledges the availability requirements specified below and certifies that these requirements will be met. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Design-Build Contract. Changes in the Key Personnel following the determination of short-listed Offerors will be subject to the terms and conditions of Section 11.1, including possible liquidated damages. Resumes for individuals who are not identified as Key Personnel shall not be included in the SOQ. The RFP may require that candidates for other key positions which the Concessionaire considers critical to the success of the Project to be nominated and approved prior to Contract Award.

- A. Design-Build Project Manager** – This individual shall be responsible for the overall Project design and construction and shall have the necessary expertise and experience required to supervise and exercise full control of the Work on projects of similar scope and complexity as the Project. Work is comprised of all Design-Builder’s design, construction, quality management, contract administration and other services required by the Design-Build Contract, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the contract documents in a timely manner. The Design-Build Project Manager shall be responsible for meeting the Design-Builder’s obligations under the Design-Build Contract and avoiding and resolving any disputes between the Concessionaire and the Design-Builder. This individual shall also coordinate and participate in any required public outreach, public meetings, and construction-related communications. **The designated Design-Build Project Manager shall be dedicated solely to the Project and is required to be available to the Project on a full-time basis immediately upon Contract Award and remain in place on the Project site for the full duration of the Project (until Final Completion has been achieved).** Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Design-Build Project Manager is currently obligated. Offerors must demonstrate that the nominated individual is able to meet the specified availability and timing requirements and is free of other projects obligations during this period.
- B. Lead Contractor’s Design Integration Manager** – This individual shall have the necessary expertise and experience required to supervise and exercise a degree of control for design and construction and shall accept full professional responsibility for engineering decisions relating to the final work product. The Lead Contractor’s Design Integration Manager shall ensure that all engineering services for the Project are performed by qualified professionals licensed in the Commonwealth of Virginia and that plans are signed and sealed by such qualified professionals consistent with applicable licensing regulations by the Virginia DPOR. This role shall be fully integrated into the Project team, reporting directly to the Design-Build Project Manager with lines of communication with the Design Manager, Construction Manager and Quality Assurance Manager. The Lead Contractor’s Design Integration Manager shall be directly involved in, or have supervisory direction and control authority in, making and approving engineering decisions during design and construction. **The designated Lead Contractor’s Design Integration Manager shall be an individual who is dedicated solely to the Project and is required to be available to the Project on a full-time basis immediately upon Contract Award and present on the Project site full time until all design activities, including field changes and non-conformances, are complete.** Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Lead Contractor’s Design Integration Manager is currently obligated. Offerors must demonstrate that the nominated individual is able to meet the specified availability and timing requirements and is free of other projects obligations during this period.

- C. Lead Designer’s Design Manager** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Design-Build Contract. The Lead Designer’s Design Manager shall be responsible for establishing and overseeing the design QA/QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability for the Project. **The designated Lead Designer’s Design Manager shall be an individual who is dedicated solely to the Project and is required to be available to the Project on a full-time basis immediately upon Contract Award and present in the Project office full time until all design activities are complete and all construction is supported by design activities.** This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia or a statement shall be included indicating this individual will hold such license prior to the commencement of project. Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Lead Designer’s Design Manager is currently obligated. Offerors must demonstrate that the nominated individual is able to meet the specified availability and timing requirements and is free of other projects obligations during this period.
- D. Construction Manager** – This individual shall be responsible for managing the construction process, including all QC activities to ensure the materials used and work performed meet contract requirements and the “approved for construction” plans and specifications. **The designated Construction Manager shall be an individual who is dedicated solely to the Project and is required to be available to the Project on a full-time basis immediately upon Contract Award and present on the Project site full time for the duration of construction operations, including pre-construction activities and Final Completion close-out.** Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Construction Manager is currently obligated. Offerors must demonstrate that the nominated individual is able to meet the specified availability and timing requirements and is free of other projects obligations during this period.
- E.** Provide two (2) additional Key Personnel positions that the Offeror believes are critical to the success of the project. For these “self-selected” Key Personnel positions provide the reasons why the Offeror believes they are critical, the identity of and information about the proposed persons to fill the positions, and the proposed job duties and responsibilities of the “self-selected” Key Personnel. This information is to be provided on the Key Personnel Resume Form attached hereto as **Attachment G**. For each “self-selected” Key Personnel role, the Offeror shall include a statement that specifies the availability requirements and certifies that these requirements will be met. The “self-selected” Key Personnel will be added to the Design-Build Contract as Key Personnel and will be subject to the same terms and conditions as the other Key Personnel.

Evaluation Criteria for 3.3.1: Extent to which (1) the qualifications and experience of each of the Key Personnel demonstrates their role, responsibility, and specific job duties as it relates to the needs of this Project (as specified in Section (g) of Attachment G) and (2) the “self-selected” Key

Personnel positions reflect the Offeror's understanding of the project needs and the project team required to fulfill those needs. For each position, Offeror's Key Personnel will be evaluated based on their qualifications, experience, and past performance in similar roles on projects of similar size, scope and complexity as the Project. The resumes should provide confidence to the Concessionaire that the Project and risks will be effectively managed through personal competence, accountability and availability to successfully deliver the Project. Concessionaire reserves the right to consider as part of the evaluation of the Key Personnel their availability and/or performance on past projects, including those of VDOT, through review of project records and reference checks.

3.3.2 Furnish an organizational chart showing the "chain of command" of all companies, including individuals responsible for pertinent disciplines, proposed on the Offeror's team. Identify major functions to be performed and their reporting relationships in managing, designing and constructing the Project and as required in Section 3.3.1.

3.3.3 The organizational chart should show a clear separation and independence between the Quality Control (QC) and Quality Assurance (QA) programs for construction activities as well as separation from construction operations. This includes separation between QA and QC inspection and field/ laboratory testing in accordance with the *Minimum Requirements for Quality Assurance and Quality Control on Design Build and P3 Projects (July 2018)*. The organization chart shall (if known) identify any planned subcontractors, suppliers or vendors, their respective roles and responsibilities, and reporting relationships. Key Personnel and/or the firms designated as the Lead Contractor, Lead Designer, and ITS Designer shall be noted. Offerors may identify in the organization chart specialized consultant(s) or subcontractor(s) that will be responsible for key elements of the Work.

3.3.4 Additionally, furnish a narrative describing the functional relationships and communication among participants, including design and construction team, interaction throughout the Project. The organizational chart and narrative should demonstrate a clear approach to TMS integration with the TMS Subcontractor (Transurban (USA) Inc.).

Evaluation Criteria for 3.3.2 - 3.3.4: Extent to which the organizational chart and narrative includes pertinent disciplines required for the Project and demonstrates a well-integrated organization throughout the design and construction of the Project. Extent to which the proposed team has worked together on previous projects of a similar scope, scale and complexity. Furthermore, the reporting relationships are presented clearly with logical and appropriate reporting lines incorporating all aspects of management, design and construction for the Project, including Concessionaire and third parties, supporting effective communication and providing confidence to Concessionaire that the Project will be delivered in accordance with the Design-Build Contract requirements. A clear separation is shown between QA and QC programs for construction activities and a separation from construction operations. Concessionaire reserves the right to consider as part of the evaluation of the Offeror's organizational structure, the Offeror's ability to keep their team intact and retain Key Personnel for the duration of the procurement and throughout construction on past projects, including those of VDOT, based on a review of project

records and reference checks. Extent to which organizational chart and narrative demonstrates a cohesive approach to TMS coordination and integration.

3.4 Technical Factor – Team Experience

Provide sufficient information to enable Concessionaire to understand and evaluate the experience of the Offeror's team on projects of similar scope, scale and complexity. The Offeror should respond to the following:

3.4.1 Identify on the Contractor Work History Form (**Attachment H**) five (5) relevant projects of similar scope, size and complexity by the Lead Contractor and any named subcontractor(s) for this Project as identified in Section 3.2.5. Relevant projects must include examples of multi-lane urban interstate and bridge construction in high-traffic volumes areas (approximately 200,000 vehicles per day) and demonstrate how construction staging, maintenance of traffic, and safety were addressed to minimize impacts to the traveling public. At least three (3) of the projects shall be by the Lead Contractor; no more than two (2) may be from named subcontractor(s) for this Project. The selected projects should focus on what the Offeror considers most relevant in demonstrating the Lead Contractor's and named subcontractor's (if applicable) qualifications for this Project including the roles personally performed by proposed Key Personnel. If work identified on the Lead Contractor Work History Form was performed by an affiliated or subsidiary company of the Lead Contractor, explain the justification for utilizing an affiliated or subsidiary company to satisfy the relevant project experience on this Project and the control the Lead Contractor will exercise over the affiliated or subsidiary company on this Project. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project, indicate their responsibilities on the organizational chart and discuss how the Lead Contractor will be responsible for the work performed by the affiliated or subsidiary company on this Project. For all projects, identify the prime design consultant responsible for the overall project design of the projects listed on the Contractor Work History Form. A narrative description should be included on the Work History Forms for each project.

3.4.2 Identify separately on the Contractor Work History Form (**Attachment H**), two (2) relevant projects where the Lead Contractor was responsible for the construction, installation, and testing of ITS and/or TMS elements for projects of a similar scope, size and complexity including the management of specialized subcontractors. The role and responsibilities of the Lead Contractor, any specialized subcontractor(s), and any proposed Key Personnel shall be identified. For all projects, identify the design consultant responsible for the ITS and/or TMS elements. A narrative description should be included on the Work History Forms for each project.

An Offeror may use a specialized subcontractor's qualifications and experience to meet this ITS work history requirement, provided that the subcontractor is named in the SOQ and their business and reporting relationships with the Lead Contractor in those instances are fully described in the Work History Forms. In addition, the Offeror must also demonstrate that its Lead Contractor has the capability and capacity to successfully manage this work in the SOQ description of the Offeror's Team Organization and Experience.

3.4.3 Identify on the Designer Work History Form (**Attachment I**) three (3) relevant projects of similar scope, size and complexity by the Lead Designer and any named subconsultant(s) for this Project as identified in Section 3.2.5. At least two (2) of the projects shall be by the Lead Designer; no more than one (1) may be from named subconsultants for this Project. The selected projects shall focus on what the Offeror considers most relevant in demonstrating the Lead Designer's and named subconsultant's (if applicable) qualifications to serve as the Lead Designer for this Project and any personal involvement by proposed Key Personnel. For all projects, identify the prime/general contractor responsible for overall construction of the projects listed on the Lead Designer Work History Form. A narrative description should be included on the Work History Forms for each project.

3.4.4 Identify on the Designer Work History Form (**Attachment I**) three (3) relevant projects by the ITS Designer for this Project as identified in Section 3.2.5, focusing on what the Offeror considers most relevant in demonstrating the ITS Designer's qualifications to serve as the ITS Designer for this Project and any proposed Key Personnel involved. If multiple ITS Designers are identified per Section 3.2.5 of this RFQ, at least one Designer Work History Form must be provided for each firm. For all projects, identify the prime/ general contractor responsible for overall construction of the projects listed on the Designer Work History Form. A narrative description should be included on the Work History Forms for each project.

Evaluation Criteria for 3.4.1 – 3.4.4: Extent to which the Offeror's team experience provided in the Contractor and Designer Work History Forms demonstrates the successful delivery of relevant projects with similar scope, scale and complexity. In particular, the Concessionaire will evaluate an Offeror's experience in designing and constructing urban roadways and interstates and experience with the installation and integration of tolling and/or traffic management systems on such projects. Extent to which the proposed team has successfully completed projects with similar construction challenges and constraints, including work in high-traffic environments with space constraints and limited work hours while maintaining high-volume traffic operations in both directions. Both the individual firm performance history and the Offeror's team's collective experience working together will be considered.

3.5 Technical Factor – Design-Build Project Management

Provide sufficient information to enable Concessionaire to understand and evaluate the Offeror's capability and capacity to effectively manage a complex design-build project and demonstrate Offeror's prior experience in these areas.

3.5.1 Offeror shall submit a narrative description of its design-build project management approach, including examples of how this approach has been successfully used on interstate roadway, managed lane and/or P3 projects of a similar scope, scale and complexity. In particular, the Concessionaire is interested in how the Offeror has created and successfully managed a fully-integrated design-build team and what systems, tools, processes, and/or procedures the Offeror will use to actively manage the Work and fully comply with the requirements of both the Concessionaire and VDOT to ensure timely compliance with all contract obligations and reporting requirements.

Offerors shall specifically address how it will: a) establish clear lines of responsibility and accountability necessary to manage the Project and interact with the Concessionaire and key stakeholders as a single, integrated team, b) provide sufficient management and administrative personnel to actively administer the Design-Build contract and fulfil the full range of contract obligations, c) ensure continuous and seamless coordination between design and construction activities, including any necessary interfaces with the TMS Subcontractor d) effectively manage a comprehensive construction phase communications and public engagement program e) utilize processes to ensure adequate documentation, record-keeping and reporting and f) ensure and demonstrate Design-Build Contract compliance. The Offerors shall also specifically address their process for authorizing construction work packages to start in the field.

Offerors shall provide sufficient information to enable Concessionaire to understand and evaluate the Offeror's approach for ensuring an adequate supply of labor resources for the Project in light of potential challenges of attracting and retaining skilled construction craft workers in the Metropolitan Washington D.C. construction market considering the large volume of similar infrastructure projects that will be under construction within the region at the same time as the Project.

Identify and discuss the Offeror's strategy ("Labor and Workforce Strategy") for this Project to address worker availability, recruitment, safety training, worker benefits, craft training, and critical skills retention - focusing on what the Offeror considers most relevant to the success of this Project. Provide a narrative that describes how the Offeror's Labor and Workforce Strategy will successfully deliver the Project and discusses the type and extent of project-specific measures (e.g., targeted recruiting, workforce development initiatives, incentive programs, safety training, vocational training partnerships, formal apprenticeship programs, and/or voluntary community workforce agreements, etc.) that the Offeror will use to address potential workforce challenges and ensure an adequate supply of skilled labor.

Evaluation Criteria for 3.5.1: Extent to which the Offeror has demonstrated the capability and capacity to effectively manage a design-build project of similar scope, scale and complexity during both the design and construction phases, including the identification of specific tools, techniques or methods that will be used to ensure that all aspects of the Project are effectively managed and administered in accordance with the Design-Build Contract requirements and best industry practices.

Extent to which the Offeror has developed and demonstrated a comprehensive Labor and Workforce Strategy for the Project that will ensure quality workmanship and the successful delivery of the Project.

3.6 Technical Factor – Health and Safety Management

The Concessionaire has an ongoing commitment to the highest standards of safety for its projects and it is expected that the Project will be delivered in accordance with these standards and industry best practices. The Offeror shall operate in accordance with a formal Occupational Health and Safety Management System that complies with applicable federal and state occupational health and safety laws, including (at a minimum) documented policies and processes addressing:

- Formal hazard and risk assessment;
- Maintenance of safety records;
- Timely and thorough incident and safety reporting; and
- Incident investigation, root cause analysis and corrective action.

The Offeror's Occupational Health and Safety Management System shall meet or exceed regulatory, VDOT, and Concessionaire's requirements and policies. Further information and guidance on Concessionaire's Health and Safety requirement and copies of applicable policies and procedures are provided in the RFQ Information Package.

3.6.1 Provide sufficient information to enable Concessionaire to understand and evaluate the Offeror's Health and Safety program and demonstrate the Offeror's understanding of the Project's safety requirements. Offeror shall provide to Concessionaire a completed HSE Contractor Qualifications Form (TUSA-FOR-040) provided as **Attachment J**, as well as the most current documentation regarding:

- Any notice of violations (NOV) from regulatory agencies (including environmental) in the past five years
- Current Workers' Compensation Experience Modifier Rate (EMR)
- OSHA Recordable Injury Rate for previous three years (number of OSHA Recordable Injuries multiplied by 200,000 then divided by the number of hours worked)
- Lost Time Injury Rate for previous three years (number of OSHA Lost Time Injuries multiplied by 200,000 then divided by the number of hours worked)

For the EMR, OSHA Recordable Injury Rate, and Lost Time Injury Rate data, Offerors must provide copies of completed OSHA Form 300A (*Summary of Work-Related Injuries and Illnesses*) to verify its performance history for the past three (3) years.

In addition, Offerors shall submit a narrative description of the project-specific safety program that will be used during the design and construction of the Project. If a corporate safety program is to be adopted by the Offeror, an explanation of how this will be applied to all members of the Offeror's team, including all subcontractors, shall be provided. The narrative shall also describe successful safety initiatives and best practices used by the Offeror on similar projects and how they contributed to a reduction in the frequency and severity of losses. In particular, the

Concessionaire is interested how the Offeror has fostered and reinforced a safety culture on its past Projects and specific methods and tools that will be used by the Offeror to proactively manage safety throughout the Project duration.

Evaluation Criteria for 3.6.1: Extent to which the Offeror's Occupational Health and Safety Management System meets the Concessionaire's policies and requirements; the quality and comprehensiveness of the safety program to be adopted by Offeror and past safety performance of the Offeror on projects of similar scope, size and complexity.

3.7 Technical Factor – Project Challenges and Risks

Provide sufficient information to enable Concessionaire to understand and evaluate the Offeror's understanding of the Project's key challenges and risks.

3.7.1 The Concessionaire has identified three risks which are critical to the success of this Project. For each risk listed below, provide a narrative and graphics that a) demonstrates an understanding of why the risk is considered critical, b) describes the consequences the risk will have on achieving the timely and successful delivery of the Project and c) identifies specific mitigation strategies that the Offeror's team would implement to address the risk. Provide examples where these strategies have been used successfully on the Offeror's previous projects to address similar challenges and risks.

- Delays in completing design or obtaining design approvals necessary to allow Approved for Construction packages to be issued to the field in accordance with the approved Baseline Schedule.
- Failure to properly design and implement Maintenance of Traffic Plans and/or Traffic Control Plans that results in increased congestion and accidents which delay or disrupt regional traffic movements on I-495 and connecting/crossing roadways within the Project corridor.
- Opposition to the Design-Build Contractor's construction methods, staging and sequencing from the communities directly affected by the construction of the project.

Evaluation Criteria for 3.7.1: Extent to which the Offeror has demonstrated an understanding of the factors driving the critical Project risks, explained the impact of each risk and developed an appropriate mitigation strategy that will ensure the successful delivery of the Project while minimizing the need for additional efforts by the Concessionaire or other agencies to address.

4 EVALUATION

Concessionaire will rate and score each Offeror's Statements of Qualifications (SOQ) based upon the evaluation criteria found in this RFQ. Failure to meet all of the RFQ requirements may render a SOQ non-responsive, while the extent to which an Offeror meets or exceeds evaluation criteria will be reflected in the scoring of the SOQ submitted by Offerors.

In its sole discretion, Concessionaire may hold interviews, ask written questions of the Offerors, seek written clarifications, conduct discussions on the SOQs and solicit updated SOQs during the evaluation and short-listing process.

4.1 Statement of Qualifications Evaluation Factors

Each Offeror's SOQ will be evaluated based upon the following Evaluation Factors.

4.1.1 The **Letter of Submittal** and **Mandatory Factors** required by Section 3.2 will be evaluated on a "Pass/Fail" basis. This determination will be made using the following criteria:

- **PASS** - Offeror has submitted the mandatory information in accordance with the RFQ requirements and provided the required legal and financial documentation.
- **FAIL** - Offeror has not submitted the mandatory information in accordance with the RFQ requirements and/or has not provided the required legal and financial documentation.

If an Offeror receives a rating of "FAIL" for any Mandatory Factor, Concessionaire may find such SOQ to be non-responsive. Further consideration of that Offeror's SOQ is solely at the Concessionaire's discretion.

4.1.2 The **Technical Factors** will be evaluated based on the weighting listed below.

Section	Weight
3.3 Key Personnel and Team Structure	25%
3.4 Team Experience	25%
3.5 Design-Build Project Management	20%
3.6 Health and Safety Management	15%
3.7 Project Challenges and Risks	15%
TOTAL	100%

4.1.3 Each evaluation factor has been assigned a maximum number of points or rating weight that demonstrates its relative importance. The total score will be determined as follows:

- a) For each factor, the evaluation team will assign a numerical score based on a 1-10 scale.
- b) The score for each section will be multiplied by the associated weighted percentage (based on a total score of 100) and rounded to the nearest one hundredth of a point.
- c) The scores for each section in (b) above will be added together. This score will be the total score of the SOQ.

Evaluation and scoring will be in accordance with VDOT's *Design-Build Evaluation Guidelines (Revised May 2014)*. A sample SOQ Score Sheet has been provided for reference in **Attachment K**.

5 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This section describes the requirements that all Offerors must satisfy in submitting SOQs. Failure of any Offeror to submit its SOQ in accordance with this RFQ may result in rejection of its SOQ.

5.1 Due Date, Time and Location

SOQs are to be submitted electronically via the Concessionaire's e-procurement tool (Ansarada), and additional hard copies delivered to the address below by the date and time set forth in Section 2.6.

Electronic submittals are required to be posted to Project site on Ansarada in the designated folder for each Offeror. All hard copy submissions, including hand-delivered packages, US Postal Service regular mail, US Postal Service express mail, or private delivery service (FedEx, UPS, courier etc.) must be delivered to the following individual at the following address by the due date and time set forth in Section 2.6:

Transurban
Attention: Susan Harris
6440 General Green Way
Alexandria, VA 22312

Reference: 495 Express Lanes Northern Extension Design-Build Project RFQ

Neither fax nor email submissions will be accepted. Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. Concessionaire accepts no responsibility for misdirected or lost SOQs.

5.2 Format

The SOQ format is prescribed below. If Concessionaire determines that an SOQ does not comply with or satisfy the requirements of this Section, Concessionaire may find such SOQs to be non-responsive.

5.2.1 A sealed parcel containing the Statement of Qualifications shall be submitted on the due date and time set forth in Section 2.6. If the sealed SOQ is not submitted on or before the above specified date and time, then the Offeror shall be deemed non-responsive and disqualified from further participation in the procurement for this Project. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as the SOQ.

5.2.2 The SOQ shall be:

- a) Prepared on 8.5" x 11" white paper (The Work History Forms and organizational chart(s) shall be prepared on 11" x 17" paper, but must be folded to 8.5" x 11")
- b) Typed on one (1) side only; and
- c) Separated by numbered tabs with sections corresponding to the order set forth in Section 3 and consolidated into single document in order listed below. The numbered tabs shall not count against the referenced page limit, provided that no project specific information is included on them.

All printing, except for the front cover of the SOQ, should be with a font of 12-point (10-point font may be used for filling out information on the Key Personnel Resume Form and the Work History Forms).

The format and appearance, including existing text, of the Key Personnel Resume Form and the Work History Forms shall not be modified. The Key Personnel Resume Forms shall not exceed two (2) pages for each Key Personnel. The Work History Forms shall not exceed two (2) pages per project for the Lead Contractor, Lead Designer, and ITS Designer.

5.2.3 Each Offeror shall deliver one (1) original paper version of the Statement of Qualifications, with full supporting documentation, which must bear original signatures, and also one electronic copy containing the entire SOQ in a single, consolidated Adobe .pdf file. The .pdf file shall include bookmarks for each subsection specified below.

The original SOQ shall be securely bound and contained in a single volume, with an identity on its front cover, in the upper right-hand corner, as "Original." **Three ring binders are not permissible.**

The original SOQ and electronic copy shall include:

- a) Letter of Submittal
- b) Evaluation Criteria Narrative and Graphics:
 - Key Personnel and Team Structure

- Team Experience
 - Design-Build Project Management
 - Health and Safety Management
 - Project Challenges and Risks
- c) Key Personnel Resume Forms (Attachment G)
 - d) Work History Forms (Attachments H and I)
 - e) HSE Contractor Qualification Form (Attachment J)
 - f) SOQ Checklist (Attachment B)
 - g) Acknowledgement of RFQ, Revision and/or Addenda (Attachment A)
 - h) List of Affiliated and Subsidiary Companies (Attachment C)
 - i) Debarment Forms (Attachments D and E)
 - j) Offeror's VDOT Prequalification Certificate
 - k) Surety Letter
 - l) SCC and DPOR Information Tables (Attachment F)
 - m) Full-size SCC and DPOR supporting registration/license documentation

The SOQ narrative shall be no more than twenty-five (25) pages total. Page number references should be included in the lower right-hand corner on each page of the SOQ. **Concessionaire will remove and discard all pages in excess of the stipulated page limit.** Animated videos and/or motion pictures are prohibited. Completed forms (Attachments A–J) and supporting documentation will not be counted against the specified page limit.

Each Offeror shall also deliver ten (10) abbreviated paper copies of the original Statements of Qualifications. Each abbreviated copy of the SOQ shall be securely bound and contained in a single volume, with an identity on its front cover, in the upper right-hand corner, as "Copy __ of 10 Copies." **Three ring binders are not permissible.**

Each abbreviated copy of the SOQ shall include identical copies of the following information that was included in the original SOQ:

- a) Letter of Submittal
- b) Evaluation Criteria Narrative and Graphics:
 - Key Personnel and Team Structure
 - Team Experience
 - Design-Build Project Management
 - Health and Safety Management
 - Project Challenges and Risks
- c) Key Personnel Resume Forms (Attachment G)

- d) Work History Forms (Attachments H and I)
- e) HSE Contractor Qualification Form (Attachment J)

6 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification regarding this RFQ shall be submitted to Concessionaire electronically using the Ansarada e-procurement tool. Use of e-mail for questions is not acceptable. No requests for additional information, clarification or any other communication should be directed to any other individual. Offerors shall not contact VDOT personnel or consultants with questions regarding this RFQ or the Project. **No oral requests for information will be accepted.**

All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.6. Questions or clarifications requested after such date and time will not be answered, unless Concessionaire elects, in its sole discretion, to do so. Concessionaire's responses to questions or requests for clarification shall be in writing, and will be accomplished by an Addendum to this RFQ or by providing such responses to Offerors via Ansarada. Concessionaire will not be bound by any oral communications, or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

Concessionaire, in its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the SOQ and to help rate and score the Offeror's SOQ.

7 RIGHTS AND OBLIGATIONS OF CONCESSIONAIRE

7.1 Reservation of Rights

In connection with this procurement, the Concessionaire reserves to itself all rights available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- a) The right to cancel, withdraw, postpone or extend this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by Concessionaire of the Design-Build Contract, without incurring any obligations or liabilities.
- b) The right to issue a new RFQ.
- c) The right to reject any and all submittals, responses and proposals received at any time.
- d) The right to modify all dates set or projected in this RFQ.

- e) The right to terminate evaluations of responses received at any time.
- f) The right to suspend and terminate the procurement process for the Project, at any time.
- g) The right to revise and modify, at any time prior to the RFP submittal date, factors it will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology.
- h) The right to waive or permit corrections to data submitted with any response to this RFQ until such time as Concessionaire declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- i) The right to issue addenda, supplements, and modifications to this RFQ, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- j) The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ until such time as Concessionaire declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- k) The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l) The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFQ, including the right to seek clarifications from Offerors.
- m) The right to permit Offerors to add or delete firms and/or key personnel until such time as Concessionaire declares in writing that a particular stage or phase of its review has been completed and closed.
- n) The right to add or delete Offeror responsibilities from the information contained in this RFQ or the subsequent RFP.
- o) The right to appoint and change appointees of any evaluation team.
- p) The right to use assistance of technical and legal experts and consultants in the evaluation process.
- q) The right to waive deficiencies, informalities and irregularities in an SOQ, accept and review a non-conforming SOQ or seek clarifications or supplements to an SOQ.
- r) The right to disqualify any Offeror that changes its submittal without Concessionaire approval.
- s) The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFP.
- t) The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFQ.

- u) The right to use all or part of an unsuccessful short-listed Offeror's Proposal that accepts a Proposal Payment.

7.2 Concessionaire Not Obligated for Costs of Proposing

Concessionaire assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the direct or indirect costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or the subsequent RFP. All of such costs shall be borne solely by each Offeror and its team members. Notwithstanding the above, Concessionaire intends to provide those short-listed Offerors who submit a responsive proposal to the RFP, but who are not awarded the Design-Build Contract, a Proposal Payment in consideration for ownership of the information provided in the proposal. Concessionaire anticipates the value of the Proposal Payment will be two-hundred fifty thousand dollars (\$250,000). The terms for receiving such Proposal Payment will be identified in the RFP.

8 PROTESTS

The following represents an Offeror's sole recourse against the Concessionaire for any protests or challenges with respect to this RFQ.

Protests regarding the requirements or form of this RFQ must be received by the Concessionaire's point of contact not later than five (5) calendar days after the initial issuance of this RFQ, except for any initial protest that arises under an addendum to this RFQ may be filed up to four (4) calendar days after the date the addendum was issued, but in no case after the due date for submittal of the SOQ. Protests regarding the Concessionaire's shortlist decision must be received by the Concessionaire's point of contact no later than ten (10) calendar days after the Concessionaire has notified the Offerors of its shortlist decision. All protests shall be in writing, and submitted to the Concessionaire's point of contact by hand-delivery or registered mail. The written protest shall be concise and logically presented to facilitate review, and include the basis for the protest and the relief sought. No protest shall be allowed for a claim that one or more of the Shortlisted Offerors is not a responsible bidder. Failure to substantially comply with any of the requirements in this RFQ, including requirements related to protests, may be grounds for dismissal of the protest.

The Concessionaire will acknowledge receipt of a protest and may take whatever actions it deems useful or necessary in making a decision, including having a meeting and requesting additional submissions. The Concessionaire shall issue a decision in writing, which decision shall be final and dispositive, and not subject to any legal review or challenge. By submitting an SOQ, each Offeror is deemed to have agreed that this protest process is its sole and exclusive remedy, and that it has waived its rights, if any, to judicially challenge any decision by the Concessionaire.

Protest provisions applicable to the selection of the Design-Builder and award of the Design-Build Contract will be identified in the RFP.

9 ADMINISTRATIVE REQUIREMENTS

In addition to the specific submittal requirements set forth in Section 3.0 above, all Offerors shall comply with the following:

9.1 All Offerors and submittals must at the time of their SOQ submittal comply with the law and nothing herein is intended to contradict, nor supersede, any applicable State and Federal laws and regulations. All Offerors shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide all services proposed and related to the Project. Unless exempted by §§ 54.1-401, 54.1-402, or 54.1-402.1 of the Code of Virginia, any person, partnership, corporation, or other entity offering or practicing architecture, engineering, or land surveying shall be registered or licensed in accordance with the provision of Chapter 4, Title 54.1 of the Code of Virginia. Offerors shall satisfy at the time of their SOQ submittal all commercial and professional registration requirements, including, but not limited to the requirements of the SCC and the Virginia DPOR.

9.2 Concessionaire will not consider for award any proposals submitted by any Offerors and will not consent to subcontracting any portions of the proposed Design-Build Contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9.3 All Offerors must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 Code of Federal Regulations (CFR) 31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR 172, "Administration of Engineering and Design Related Service Contracts."

9.4 Concessionaire assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this Project will be required to submit a Title VI Evaluation Report (EEO-D2) when requested by Concessionaire in their response to the RFQ (or RFP). This requirement applies to all firms with fifteen (15) or more employees.

9.5 Concessionaire does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

10 DISADVANTAGED BUSINESS ENTERPRISES

Any Design-Builder, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, VDOT's DBE Program rules and regulations, VDOT's Road and Bridge Specifications, and VDOT's Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects).

10.1 It is the policy of Concessionaire that DBEs, as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. The DBE contract goal for this procurement is identified in Section 3.2.12. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

10.2 After award of the Design-Build Contract, the Design-Builder shall submit documentation related to the use of DBEs for the Project in accordance with the procedures set forth in VDOT's Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects. The DBE must be certified with the Virginia Department of Small Business and Supplier Diversity (SBSD) prior to the submission to Concessionaire of Forms C-111 (Minimum DBE Requirements), C-112 (Certification of Binding Agreement with DBE Firms) and Form C-48 (Subcontractor/Supplier Solicitation and Utilization).

10.3 If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

10.4 DBE certification entitles a firm to participate in DBE-eligible contracts but does not guarantee that the firm will obtain any Concessionaire work nor does it attest to the firm's abilities to perform any particular type of work.

10.5 When preparing bids for projects with DBE goals, Concessionaire encourages prospective bidders to seek the assistance of the following office:

Department of Small Business and Supplier Diversity
101 N. 14th Street, 11th Floor
Richmond, VA 23219

Phone: (804) 786-6585
<http://www.sbsd.virginia.gov/>

Contractors are also encouraged to seek help from the VDOT Equal Employment Opportunity District Offices, VDOT Central Office, and the VDOT Business Opportunity and Workforce Development (BOWD) Center.

VDOT Central Office
1221 East Broad Street
Richmond, VA 23219
(804) 786-2085

Northern Virginia District
4975 Alliance Drive
Fairfax, VA 22030
(703) 259-1775

BOWD
1602 Rolling Hills Drive, Suite 110
Richmond, VA 23229
(804) 662-9555

The following informational websites may also be of assistance:

www.virginiadot.org/business/bu_bizDev.asp
www.virginiadot.org/business/bu-civil-rights-home.asp

10.6 This Project requires utilization of SWaM firms to participate in the performance of its projects. A list of Small Business and Supplier Diversity (SBSD) certified SWaM firms is maintained on the SBSBD website (www.sbsd.virginia.gov) under the SWaM Vendor Directory link. Offerors are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services in the design-build contract. If the Offeror intends to subcontract a portion of the services on the Project, the Offeror is encouraged to seek out and consider SWaM firms as potential sub-consultants. The Offeror is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between an Offeror and a SWaM firm whereby the SWaM firm promises not to provide services to other Offerors is prohibited.

11 MISCELLANEOUS

11.1 Requirement to Keep Team Intact

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, Lead Contractor, Lead Designer, Key Personnel, subconsultant and/or subcontractor and other individuals identified pursuant to Section 3.3, shall remain on the Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing with at least 45 days' notice to Concessionaire's point of contact, who, in his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration. Job duties and responsibilities of Key Personnel shall not be delegated to others for duration of the Design-Build Contract. Delegation of job duties and responsibilities to other project personnel shall be deemed an unauthorized change of Key Personnel. Unauthorized changes to the Offeror's team as set forth in the Proposal will incur liquidated damages as compensation to the Concessionaire for such changes. Applicable Key Personnel and liquidated damage amounts will be identified in the RFP.

11.2 Conflict of Interest

11.2.1 Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived unfair competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between an Offeror and the Concessionaire or VDOT relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to Concessionaire's point of contact.

11.2.2 Concessionaire, in consultation with VDOT, will make a determination relative to potential organizational conflicts of interest or a real or perceived unfair competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, will not be allowed to participate as an Offeror's Design-Build team member for the Project. Failure to abide by Concessionaire's determination in this matter may result in a SOQ submittal or RFP submittal being declared non-responsive.

11.2.3 Conflicts of interest and a real or perceived unfair competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

- a) An organization or individual hired by Concessionaire to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
- b) An organization or individual with a present or former contract with Concessionaire or VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is

not available to all potential Offerors in a timely manner prior to the procurement process.

- c) An organization or individual with a present contract with Concessionaire to provide assistance in Design-Build contract administration for the Project.

11.2.4 Concessionaire, in consultation with VDOT, reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. Any questions related to potential conflicts of interest shall be submitted to the Concessionaire in accordance with the requirements of Section 6.

11.2.5 Concessionaire may, in consultation with VDOT, determine that a conflict of interest or a real or perceived unfair competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this Section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If an Offeror elects not to disclose, then the Offeror may be declared non-responsive.

11.2.6 The firms listed below will not be allowed to participate as an Offeror's team member due to a conflict of interest. Any SOQs received in violation of this requirement will be rejected.

- Transurban (USA) Inc.
- Transurban (USA) Operations Inc.
- 360 Consultants
- HDR Engineering Inc.
- Mattern & Craig
- Pavement Technical Solutions
- Rice Associates
- Tolson Consulting
- Wallace Montgomery & Associates
- Consultants and contractors providing services to VDOT related to the Project:
 - KPMG
 - Lochner
 - Moffatt & Nichol
 - Ballard Spahr
 - Ames and Gough
 - PFAL
 - C&M Associates
 - Volkert, Inc.

- Johnson, Mirmiran & Thompson, Inc. (JMT)
- Alpha Corporation
- Atlus Group
- Athavale, Lystad & Associates, Inc. (ALA)
- Capitol Management
- Century Engineering, Inc.
- Dulles Geotechnical and Materials Testing Services, Inc. (DGMTS)
- McDonough Bolyard Peck Inc. (MBP)
- PRIME AE Group, Inc. (PRIME)
- Sharp & Company, Inc. (S&CO)
- ATCS P.L.C.
- Kimley-Horn
- Continental Field Service
- GeoConcepts Engineering Inc.
- Jenkins Engineering Company
- Whitman, Requardt & Associates (WRA)

11.3 Confidentiality of Disclosure of Offeror Submittals

All SOQs submitted in response to this RFQ shall become the property of the Concessionaire upon their receipt. Offerors are advised that the Concessionaire is not subject to the disclosure requirements of the Virginia Public Procurement Act or the Virginia Freedom of Information Act and will treat the contents of all Offer or submittals as confidential throughout the entire solicitation process. Following award of the Design-Build Contract, records associated with the procurement will be provided to VDOT upon request, and at that time will become public records that are subject to disclosure requirements under Virginia law.

However, certain categories of records are exempt from the disclosure requirements of the Virginia Freedom of Information Act (Va. Code Sec. 2.2-3700, et seq.) even after the award of the Design-Build Contract, when VDOT has all of the procurement records. To be excluded from the disclosure requirements of the Virginia Freedom of Information Act, an Offeror must submit a written request accompanying such records:

- a) Invoking the relevant Virginia Freedom of Information Act exclusion upon submission of the records (to the Concessionaire) for which protection from disclosure is sought;
- b) Identifying with specificity the records for which protection is sought; and
- c) Stating the reasons why protection is necessary.

11.4 Compliance with the Law in Virginia

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding your ability to lawfully offer and perform any services proposed or related to the Project may render your SOQ submittal or RFP submittal, in the sole and reasonable discretion of Concessionaire, non-responsive and/or non-responsible, and in that event your SOQ submittal or RFP submittal may be returned without any consideration or evaluation for selection of contract award.

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RFQ ATTACHMENTS:

ATTACHMENT A	ACKNOWLEDGEMENT OF RFQ, REVISIONS AND/OR ADDENDA RECEIPT
ATTACHMENT B	SOQ CHECKLIST
ATTACHMENT C	AFFILIATED AND SUBSIDIARY COMPANIES
ATTACHMENT D	CERTIFICATION REGARDING DEBARMENT PRIMARY COVERED TRANSACTIONS
ATTACHMENT E	CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS
ATTACHMENT F	SCC AND DPOR INFORMATION TABLE
ATTACHMENT G	KEY PERSONNEL RESUME FORM
ATTACHMENT H	CONTRACTOR WORK HISTORY FORM
ATTACHMENT I	DESIGNER WORK HISTORY FORM
ATTACHMENT J	HSE CONTRACTOR QUALIFICATION FORM
ATTACHMENT K	SAMPLE SOQ SCORE SHEET