



LONG BRIDGE PROJECT SOUTH PACKAGE

DESIGN-BUILD REQUEST FOR QUALIFICATIONS (Addendum 2)

RFQ No.: 1-001-23-0002



DATE: ~~June 30~~ August 11, 2023

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Exhibits

- A: Railroad Operator Indemnification Provisions
- B: Project Information
- C: Form of Performance and Payment Bonds
- D: Forms

Form ID	Form
A	Acknowledgement of Receipt of RFQ, Addenda, and Responses to Questions
B	Respondent's Organization Information
C	Legal and Disputes History
D	Principal Participant and Lead Designer Certification
E	Conflict of Interest Disclosure
F	Safety Questionnaire
G	Record of DBE Small Business Performance
H	Project Experience Description
I	Key Personnel
J	Subcontractor Information
K	Affidavit of Non-Collusion
L	Lobbying Certificate
M	Respondent's Clarification Request
N	Proprietary/Confidential Information Identification

Appendixes

- 1: Definitions
- 2: List of Representative Material Changes

1. INTRODUCTION

The Virginia Passenger Rail Authority (“VPRA”) is issuing this Request for Qualifications (“RFQ”) to obtain Statements of Qualification (“SOQs”) from firms interested in serving as the Design-Builder under a Design-Build Agreement (“DBA”) for the South Package of the Long Bridge project. The procurement process for the Project will consist of two steps: (1) a RFQ step to identify a Shortlist of qualified firms; and (2) a Request for Proposals (“RFP”) step during which the Shortlisted firms will each be invited to submit a Proposal to serve as the Design-Builder. The overall process will identify the firm with the best qualifications, approach, and price to design and construct the Project.

In the first step of this procurement process, interested firms will submit SOQs detailing the firm’s relevant project experience, Key Personnel, and summary approach to the Project and quality management. In the second step of the process, firms named to the Shortlist will be invited to submit Proposals containing a detailed approach to the Work, risk management, quality management, ~~Disadvantaged~~ Small Business-~~Enterprise~~ (“DBE”) utilization, and lump-sum price to design and construct the Project.

SOQs 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 the SOQ. Failure to meet a RFQ requirement may render a SOQ non-responsive, while the extent to which a Respondent meets or exceeds evaluation criteria will be rated by the Evaluation Team and be reflective of the Evaluation Team’s scoring (in its sole discretion) of SOQs.

Unless otherwise defined herein, capitalized terms shall have the meanings set forth in Appendix 1.

1.1. Project Information

1.1.1. Long Bridge Project Overview

The Long Bridge corridor is a vital link connecting the local, regional, and national transportation networks, and the project is critical to ensuring that the Long Bridge corridor can meet future rail needs. Current service along the corridor does not provide sufficient capacity and redundancy to meet projected future demand for railroad services in the region. The overall Long Bridge project will add capacity to a busy rail travel corridor through construction of a modern rail bridge from Washington, D.C. into Virginia.

The corridor is a 1.8-mile railroad corridor between Rosslyn interlocking in Arlington, Virginia and L’Enfant Interlocking near 10th Street SW in the District of Columbia. The primary component of the Long Bridge project is a new two-track bridge upstream of the existing Long Bridge. The existing bridge will be retained to create a four-track crossing. The Long Bridge project additionally consists of environmental mitigation measures including a new bike-pedestrian shared use path across the George Washington Memorial Parkway and the Potomac River.

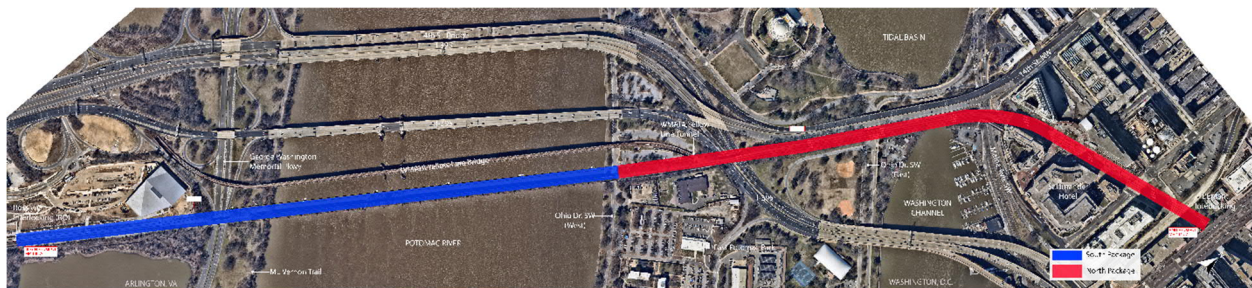
The Long Bridge project will allow for the separation of passenger and freight traffic while maintaining interoperability of passenger and freight rail for all four tracks. The existing eastern pair of tracks will be used primarily for CSX Transportation, Inc. (“CSXT”) freight rail, while the western pair of tracks will be used primarily for passenger rail, including the National Railroad Passenger Corporation (“Amtrak”) and Virginia Railway Express (“VRE”).

At the southern end of the project in Virginia, a new two-track railroad bridge will be constructed over the George Washington Memorial Parkway, Mount Vernon Trail, Potomac River, and Ohio Drive SW (West) to the west of the existing Long Bridge. The project will continue through East Potomac Park, crossing over the portal to the Washington Metropolitan Area Transit Authority (“WMATA”) Yellow Line tunnel and I-395 with a new two-track bridge, while retaining the existing I-395 rail bridge. After crossing I-395, the project will continue with four-track bridges, replacing the existing two-track bridges at Ohio Drive SW (East), the Washington Channel, and Maine Avenue SW.

The four tracks will continue underneath the Maryland Avenue SW overbuild, travel along the existing corridor underneath 12th Street SW and the 12th Street Expressway and tie into the four tracks proposed at L’Enfant Interlocking under a separate project led by VRE. Construction will occur within the Potomac River and Washington Channel. The project scope will require the installation of signal/communication systems (led by CSXT), as well as potential early works packages for utility relocations, and soil improvements.

The overall Long Bridge project consists of two primary construction packages, referred to as the North Package and South Package. The Project that is the subject of this RFQ is the South Package shown in blue in the graphic below (the North Package is shown in red).

Figure 1-1: Program Map



1.1.2. South Package Project Description and Scope

The South Package includes work from the Rosslyn Interlocking in Arlington, Virginia to the northern abutment of the New Long Bridge on the north side of Ohio Drive SW (West) in East Potomac Park in Washington, D.C. As part of this package, a new two-track railroad bridge and a bicycle/pedestrian bridge will be constructed over the George Washington Memorial Parkway, Mount Vernon Trail, Potomac River, and Ohio Drive SW (West) to the west of the existing Long Bridge.

The existing CSXT owned George Washington Memorial Parkway (“GWMP”) Rail Bridge and 1904 Long Bridge, modified in 1942, over the Potomac River and Ohio Drive SW (West), known as the Long Bridge, will be retained. The Potomac River Undergrade Bridge will be constructed adjacent to the existing GWMP bridge and Long Bridge to accommodate two additional tracks as part of the overall Long Bridge Project Corridor Improvements. The proposed Potomac River Undergrade Bridge will combine all crossings into one continuous structure from the GWMP to Ohio Drive SW (West) in East Potomac Park. These improvements are intended to minimize impacts to the GWMP and the existing tracks, provide improved horizontal clearance between railroad centers, and provide a structure to meet a minimum design life of 100 years.

The Project limits include:

- (a) Northern terminus: North side of Ohio Drive SW (West) in East Potomac Park; and
- (b) Southern terminus: South end of Rosslyn Interlocking (RO) (the interlocking is not included in this package).

The South Package will consist of the following major scope items:

- (a) Early and enabling work (i.e., demolition, sitework, utility relocations, etc.);
- (b) Construction of railroad embankment fills;
- (c) New non-CSXT-owned trackwork;
- (d) CSXT Track and Signals (to be performed by CSXT);
- (e) New two track rail bridge over the GWMP and the Potomac River (From GWMP, across the Potomac and landing in East Potomac Park past Ohio Drive SW (West));
- (f) New bicycle-pedestrian bridge over the GWMP and the Potomac River (From Long Bridge Park, across GWMP, Potomac River and Landing in East Potomac Park at Ohio Drive SW (West));
- (g) Connections at Long Bridge Aquatic Center, Mount Vernon Trail, and Ohio Drive SW (West);
- (h) New Retaining Walls at GW Parkway and associated embankments;
- (i) Fender System within the Potomac River Navigational Channel;
- (j) Landscaping – Protection and Restoration;
- (k) Erosion and sediment control;
- (l) Maintenance of Traffic for Roadway and Waterway;
- (m) Roadway work;
- (n) Right-of-Way coordination;
- (o) Coordination with regulatory agencies, and property owners;
- (p) Securing of applicable permits;
- (q) Public and stakeholder outreach; and
- (r) Coordination with adjacent projects and owners.

VPRA is delivering the Project in partnership with CSXT, Amtrak, VRE, District Department of Transportation (“DDOT”), National Park Service (“NPS”), and other local agencies with jurisdiction over the Project area. VPRA and the Design-Builder will work closely with these agencies to coordinate the Work and ensure that design and construction conform to applicable specifications and requirements. DDOT, CSXT, and Amtrak will participate in the design review process and will

have approval authority over design packages that impact certain portions of the Project.¹ Other agencies may also participate and have approval authority over certain aspects of the Design.

Key project development principles include:

- (a) All mainline tracks will be designed to meet or exceed the existing speeds through the project area;
- (b) Both new and existing mainline tracks will be designed for resiliency, redundancy, interoperability, and connectivity between all passenger and freight service;
- (c) Utilization of ongoing and previously completed studies, concept development, and rail improvement designs in the Corridor to the extent feasible and practicable;
- (d) Recommended bridge type for the Potomac River Undergrade Bridge Crossing to consist of the following:
 - a. Simply supported through plate girder spans ranging in length from approximately 75 feet 1.5 inches to 139 feet 3 inches; and
 - b. Two railroad tracks;
 - i. 15-foot minimum distance between the centerline of the track;
 - ii. Ballasted deck construction; and
 - iii. Cast in place piers and abutments founded on deep foundations; and
- (e) The following design items are anticipated to require design waivers:
 - i. Design maximum of 12 inches of future ballast; and
 - ii. Design meeting a minimum of Cooper E-80 loading.

Additional information about the Project is provided in Exhibit B.

1.1.3. Additional Project Information

The South Package work will require attention to the following:

- (a) Portions of the work will require permits from entities such as DDOT, District Department of Buildings (“DOB”), District Department of Energy and Environment, US Army Corps of Engineers, US Coast Guard, and Federal Aviation Administration, among others.
- (b) There are numerous utilities throughout the corridor that will need to be relocated to accommodate the bridge structures.
- (c) There are 27 spans (26 piers) for both the Potomac River Rail Bridge and Potomac River Bike-Ped Bridge, with 22 of the 26 piers in the Potomac River. There is the potential for 188 drilled shafts with a range of diameters between five and eight feet. Considering the in-water work restrictions and contract completion date, there is the potential to require

¹ As part of VPRA’s delivery of the Project, VPRA is obligated to provide certain indemnifications to CSXT and Amtrak that will be passed-through to the Design-Builder. These indemnification obligations are attached as Exhibit A and are non-negotiable.

more than four drilled shaft rigs working simultaneously, which does not include any additional drill rigs that may be required for the other bridges north of the Potomac River.

- (d) The project is located approximately 0.75 mile north of Reagan National Airport and is directly in the flight path of Runway 1/19. As such, during normal airport operations, there are restrictions on how high a crane or pile may extend in the air. Based on early coordination efforts with FAA, it is VPRA's understanding that equipment may not extend beyond 80 feet on the south side of the river during airport operational hours (5AM to 12AM). VPRA additionally anticipates restrictions on the north side of the river.
- (e) Based on early coordination with DOB, it is anticipated that there will be noise restrictions imposed on the Project of no more than 80db at the property line of the sensitive receptor and pile driving only allowed between 7AM to 7PM Monday through Saturday.
- (f) The depth of the Potomac River varies along the alignment. The width of the river is approximately 2300 feet at the Project location. The water reaches a depth of approximately 10 feet below mean low water (MLW) within 100 feet from the Virginia shore. The river depth remains 10 to 22 feet below MLW until about 1200 feet from the Virginia shore, reaching a maximum of about 26 feet below MLW in the navigational channel. Further north depths are shallower, reaching a minimum of 5.5 feet below MLW about 600 feet from the District of Columbia shore, mostly providing at least 6-10 feet below MLW from 900 to 100 feet from the District of Columbia shore.

1.1.4. Environmental Status

In 2011, DDOT received a High-Speed Intercity Passenger Rail grant from Federal Railroad Administration ("FRA") to complete a two-phase feasibility and planning study of the rehabilitation or replacement of Long Bridge. In 2016, FRA awarded DDOT a Transportation Investment Generating Economic Recovery grant for Phase III of the Long Bridge Project, which includes the NEPA process. The grant funded the development of the Environmental Impact Statement, Section 4(f) Evaluation, and Record of Decision ("ROD"), including conceptual and preliminary engineering to support the analysis of alternatives, analysis of environmental impacts, and identification of a Preferred Alternative on November 29, 2018.

In September 2019, the Draft Environmental Impact Statement ("DEIS") was finalized. The DEIS considered a No Action Alternative, Action Alternative A (the ultimate Preferred Alternative), and Action Alternative B. The Project received a Final Environmental Impact Statement ("FEIS") and ROD from the FRA on August 12, 2020 which can be found at <https://vapassengerrailauthority.org/transforming-rail-in-virginia/long-bridge/#doc-library>.

1.1.5. Role of VPRA

In the context of the Project, VPRA is responsible for:

- (a) Providing the Conceptual Design;
- (b) The appropriate environmental clearances and mitigation based on the Conceptual Design, except for those obligations specifically assigned to the Design-Builder;
- (c) Overall program administration;
- (d) Project financing;
- (e) Preparation of the RFQ and RFP, evaluation of SOQs and Proposals, determination of

the Shortlist and selection of Design-Builder;

- (f) Contract procurement and administration;
- (g) Design Independent Quality Assurance and Construction Quality Acceptance;
- (h) Geotechnical data included in the RFP, subject to the conditions specified in the Design-Build Agreement;
- (i) Land acquisition for rights-of-way, permanent easements, and temporary construction easements necessary for the Conceptual Design, except for those obligations specifically assigned to the Design-Builder;
- (j) Acceptance of work and payment for work;
- (k) Initial utility coordination efforts; and
- (l) Preliminary utility information identified in the RFP, subject to the conditions specified in the Design-Build Agreement.

At VPRA's sole discretion, it may use its consultants in fulfilling the responsibilities noted in this Section 1.1.5.

1.1.6. Design-Builder Responsibilities

The Design-Builder will be responsible for:

- (a) All work necessary to design and construct the Project;
- (b) Certain public information roles to alert the public of traffic and construction;
- (c) Coordination with Project stakeholders, other contractors, and utility owners;
- (d) Design Quality Control and Quality Assurance (by the Independent Design Quality Manager ("IDQM"));
- (e) Construction Quality Control;
- (f) Environmental mitigation efforts assigned to the Design-Builder;
- (g) Environmental permitting efforts assigned to the Design-Builder;
- (h) Obtaining governmental approvals for the Project;
- (i) Maintenance and protection of traffic;
- (j) Maintaining access to adjacent facilities;
- (k) Project safety and security;
- (l) Preliminary and final engineering;
- (m) Geotechnical investigations;
- (n) ITS design and integration;
- (o) Preparation of permitted design exceptions;
- (p) Management and remediation of hazardous materials;

- (q) Drainage and erosion control;
- (r) Construction waste disposal;
- (s) Obtaining and maintaining required clearances, licenses, and permits;
- (t) Assistance in obtaining additional ROW or temporary construction easements desired for Design-Builder's convenience;
- (u) Obtaining temporary work areas for Design-Builder's convenience;
- (v) Material acquisition, permits, and transportation;
- (w) Utility coordination and relocation, and protection of existing facilities;
- (x) Compliance with the utility agreements;
- (y) Site clearance and demolition; and
- (z) Such other responsibilities to be stated in the Contract Documents.

1.2. Project Goals

VPRA's goals for the Project are:

- (a) Substantial completion of Construction Work on or before December 2030;
- (b) Maximizing the innovation potential of contractor involvement in the design-build method;
- (c) Managing costs and completing the Project within budget;
- (d) Safe construction, including ensuring worker safety and the safety of the traveling public;
- (e) Efficient construction in a congested area and in consideration of limited space to stage on either side of the Potomac, height restrictions on construction operations, and other limitations due to the proximity to Reagan National Airport;
- (f) Compliance with environmental mitigation measures for construction over the Potomac River;
- (g) Maximizing community engagement and the use of DBE Small Business firms;
- (h) Minimizing the impacts of construction to the public, stakeholders, CSXT, VRE, Amtrak, Authorities Having Jurisdiction ("AHJs"), and government agencies, including construction noise and disruptions;
- (i) Innovation around building plan and construction methods that are in compliance with commitments made to AHJs; and
- (j) enhancement of access to rail services in the Commonwealth by creating an efficient gateway between Washington, D.C. and the Commonwealth.

1.3. Single Point of Contact

VPRA's single point of contact ("Point of Contact") for matters relating to this procurement shall be:

John Kostyniuk, Director of Procurement
919 E. Main Street, Suite 2400
Richmond, VA 23219
(804) 339-2604
procurement@vpra.virginia.gov

All communications regarding the procurement shall be directed to the Point of Contact. Only written communications received from the Point of Contact may be relied on throughout this procurement, subject to any limitations under the DBA regarding reliance on certain materials provided. VPRA is not responsible for oral communications or other communications that occur outside the communications protocol established by this RFQ.

1.4. Rules of Contact

As of the date of issuance of this RFQ, no Respondent shall contact any employee or representative of VPRA concerning this RFQ or the Project, including members of VPRA's Board of Directors, except for the Point of Contact as specifically permitted in this RFQ. This prohibition does not apply to discussions with VPRA not related to this RFQ or the Project.

The following entities are considered "representatives" of VPRA during this procurement and may not be contacted by any means whatsoever concerning this RFQ or the Project:

- (a) WSP USA Inc.;
- (b) Vanase Hangen Brustlin, Inc.;
- (c) Kimley-Horn and Associates, Inc.;
- (d) Rummel, Klepper, and Kahl, LLP;
- (e) Modjeski & Masters, Inc.;
- (f) Michael Baker International;
- (g) Gannett Fleming, Inc.;
- (h) Mott MacDonald, Inc.;
- (i) Hardesty & Hanover, LLC; and
- (j) Jacobs Solutions, Inc.

In addition, Respondents are prohibited from contact with the following stakeholders concerning this RFQ or the Project:

- (a) CSXT;
- (b) Amtrak;
- (c) VRE;
- (d) DDOT;
- (e) NPS;
- (f) Utility owners;
- (g) Other governmental agencies with jurisdiction;
- (h) Adjacent landowners; and
- (i) Business owners in the vicinity of the Project.

Further, no Respondent, or any constituent entity or personnel thereof may communicate with another Respondent or members thereof with regards to this RFQ or the Project. However, notwithstanding the foregoing, Respondents may communicate with Subcontractors that have been identified as part of multiple Respondents (where membership on multiple Respondents is not prohibited under the terms of this RFQ), provided that Respondents establish a protocol to ensure that the prospective Subcontractor will not impermissibly share information between Respondents or otherwise allow for collusion or the appearance thereof.

These rules of contact shall apply until the earliest of the following:

- (a) amendment to the rules of contact by VPRA, or superseding of these rules in the RFP;
- (b) the execution of the DBA and the expiration of any applicable protest period or resolution of any protest then pending; or
- (c) notification by VPRA of cancellation of the procurement.

Any communication prohibited by these rules may be grounds for a firm's disqualification from further participation in the procurement. VPRA may disqualify any Person for violation of these rules in its sole discretion.

1.5. Conflict of Interest

VPRA's procurement of the Project is governed by VPRA's Organizational Conflict of Interest Policy, available at: https://vapassengerrailauthority.org/wp-content/uploads/2022/09/VPRA-Organizational-Conflict-of-Interest-Policy_Executed-FINAL_Effective-08_24_2022_V1.pdf. Prior to submission of a SOQ, a Respondent may request that VPRA determine whether a specific conflict of interest exists by following the process in VPRA's Organizational Conflict of Interest Policy.

Respondents are required to provide information concerning potential organizational conflicts of interest in their SOQs. Respondents must state how their interests, or those of their Principal Participants, Affiliates, chief executives, directors, Key Personnel, or any proposed consultant, contractor or Subcontractor may result, or could be viewed as, an organizational conflict of interest. The information shall be submitted on Form E.

VPRA will review the information submitted and make a written determination of whether the Respondent's interests create an actual or apparent organizational conflict of interest. VPRA may award the DBA to a Respondent where an organizational conflict of interest is determined to exist, provided that VPRA determines that the conflict can be avoided, neutralized, or mitigated.

If, after award of the DBA, an organizational conflict of interest is discovered, the Design-Builder must make an immediate and full written disclosure to VPRA, including a description of the action taken to avoid, neutralize or mitigate the conflict. If it is determined that the Design-Builder was aware, or should have been aware, of an organizational conflict of interest prior to award of the DBA and did not disclose the conflict to VPRA, VPRA may terminate the contract for default and/or exercise any other remedies available.

If the Proposer selected to be design-builder for the North Package (or a constituent entity of the selected design-builder) intends to pursue work on the South Package, whether individually, as part of a joint venture, as a subcontractor, or otherwise, that Proposer must evaluate any real or apparent conflict of interest that could arise as a result of the engagement, and where appropriate,

seek a conflict of interest determination from VPRA in accordance with the Organizational Conflict of Interest Policy. Any significant potential organizational conflict of interest that cannot be effectively neutralized or mitigated, will result in that Proposer (or a constituent entity) being deemed ineligible from participating in the South Package procurement.

1.5.1. Ineligible Firms

VPRA and other interested entities retained the following Persons to assist in the preparation of technical specifications, Project scope of work, or consultation in the development of the qualifications and evaluation criteria for the SOQs and Proposals:

- (a) WSP USA Inc.;
- (b) Vanasse Hangen Brustlin, Inc.;
- (c) Kimley-Horn and Associates, Inc.;
- (d) Rummel, Klepper, and Kahl, LLP;
- (e) Modjeski & Masters, Inc.;
- (f) Michael Baker International;
- (g) Gannett Fleming, Inc.;
- (h) Mott MacDonald, Inc.;
- (i) Hardesty & Hanover, LLC; and
- (j) Jacobs Solutions, Inc.

These Persons are not eligible to participate in this procurement on any Respondent team in any capacity. VPRA made this determination in accordance with its Organizational Conflict of Interest Policy. If any firm listed above desires to appeal this determination of its ineligibility, such appeal must be made accordance with the procedures set forth in Section 2.6 of the Organizational Conflict of Interest Policy.

In VPRA's discretion, exceptions may be granted on the grounds provided in the Organizational Conflict of Interest Policy. VPRA's reconsideration determination will be in writing.

1.6. Legal Authority

VPRA is conducting this procurement in accordance with the Procurement Rules adopted by VPRA pursuant to Va. Code § 33.2-299.1 and intends to execute the DBA pursuant to its powers granted under Va. Code § 33.2-292. This procurement is not subject to the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*) or any of its companion acts (e.g., Chapter 43.1 of Title 2 of the Code of Virginia, "Construction Management and Design-Build Contracting").

1.7. Federal Funding and Requirements

VPRA anticipates receiving financial assistance from the U.S. Department of Transportation ("DOT") in the form of grant(s) and/or cooperative agreement(s) through a DOT Component, including the Federal ~~Transit Administration ("FTA") and the Federal~~ Railroad Administration ("FRA"). Accordingly, this procurement and the DBA shall be subject to all requirements associated with DOT federal financial assistance provided by a DOT Component. Additional details concerning federal requirements will be specified in the RFP and DBA documents.

~~1.8. Disadvantaged Business Enterprises~~

~~1.8. In accordance with 49 C.F.R. Part 26, VPRA seeks to maximize opportunities for the participation of DBE firms on the Project. Small and Diverse Business Participation~~

~~It is the policy of VPRA to actively promote the inclusion of small businesses certified by the Department of Small Business and Supplier Diversity ("DSBSD") within its procurements and whenever practicable, to achieve at least 10% participation by such entities on each procurement that is not subject to Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. This includes utilization of firms certified as small and any subcategory of small, small women-owned, small minority-owned, or small service-disabled veteran-owned businesses.~~

To facilitate the use of ~~DBE firms~~DSBSD certified Small Businesses, the RFP will require Proposers to, among other things, submit a ~~DBE Utilization~~Small Business Participation Plan (Form PD ~~51B60~~), which plan will be scored as part of the evaluation criteria. ~~No DBE contract goal will apply to this solicitation; however, VPRA's draft Triennial Goal Methodology (FFY 2024-2026) designates an overall goal of 7.05% DBE participation on FTA-assisted contracts.~~

To qualify as a ~~DBE~~Small Business for the Work, a firm must be certified ~~as such by the Department of Small Business and Supplier Diversity ("DSBSD") or the Metropolitan Washington Airports Authority ("MWAA")~~by DSBSD at the time a ~~Proposal~~Proposer submits its Proposal. A list of certified DBE firms is maintained on the ~~DSBSD website (www.sbsd.virginia.gov)~~ under the ~~DBE/SWAM Certification Directory link~~directory of DSBSD-certified Small Businesses is available online at: <https://directory.sbsd.virginia.gov/#/executiveExport>.

~~VPRA is in the process of obtaining FTA approval of its DBE Program Plan and related items. The DBA will be subject to the DBE Program Plan once approved by the FTA.~~

1.9. Respondent Composition

Principal Participants, the Lead Designer, IDQM firms, and Key Personnel identified in the SOQ may not be removed, replaced, or added without written approval from VPRA. If Respondent requests to change a Principal Participant, the Lead Designer, IDQM, or Key Personnel after notification of the Shortlist, and VPRA approves the change, VPRA will re-assess and re-score the qualifications of the Respondent and determine whether the substitution affects eligibility to be named to the Shortlist. If VPRA determines that the approved, amended organization remains qualified to be named to the Shortlist, VPRA's re-assessed SOQ score for the Respondent organization will be the score carried forward to the RFP phase. If VPRA determines that the new Respondent organization is not qualified for the Shortlist, VPRA may remove the Respondent from the Shortlist.

A written request from a Respondent to change Respondent's organization must document the proposed change, identify good cause for the change, and demonstrate that the change will be equal to or better than the Principal Participant, Lead Designer, IDQM, or Key Personnel submitted in the SOQ. Requests to change Respondent's organization must also be accompanied by all forms required to be submitted by the RFQ with the new organization's information.

Additionally, VPRA may disqualify a Respondent if any of its Principal Participants or Lead Designer belongs to more than one Respondent organization, or if any Affiliate of Respondent or any of its Principal Participants or Lead Designer is a member of another Respondent organization.

1.10. Licensing Requirements

Prior to execution of the DBA, all Persons participating in this procurement and/or the DBA must obtain all licenses and permits and take all necessary steps to conduct business in the Commonwealth consistent with the laws of the Commonwealth. Respondents are advised that the Project may involve the multi-jurisdictional practice of professional services (the Commonwealth and the District of Columbia). It is incumbent upon each Respondent to investigate all applicable licensure requirements and possess such qualifications as may be required for the performance of the Work. Failure to comply with applicable law with regard to any registration or licensure requirements, whether business, individual, or professional in nature may result in VPRA declining to execute the DBA, in the sole and reasonable discretion of VPRA.

Respondents shall be required to have all required licenses at the time of execution of the DBA and will be required to submit evidence that Key Personnel and other specified individuals have all required licenses as a pre-condition to execution of the DBA.

1.11. Quality Management

Quality is a key priority for the Project. For the Design, VPRA anticipates that quality management will be performed by having the Design-Builder perform Quality Control and Quality Assurance (through the IDQM), while VPRA will perform Independent Quality Assurance (“IQA”). For the Construction Work, the Design-Builder will perform Quality Control and VPRA will perform Quality Acceptance.

1.12. Safety, Job Quality, and Workforce Assurance

Respondents shall consider the use of a South Package-specific workforce agreement if such agreement results in a safer, more efficient delivery of the South Package. Such agreement would be between the successful Design-Builder and one or more labor organizations, and would provide the following: (i) a guaranteed supply of qualified labor, (ii) a prohibition against strikes and lockouts (and similar labor disruptions), (iii) uniform procedures for resolving project-related disputes, and (iv) provisions governing worker safety. Any such agreement must conform to all applicable laws² and regulations; it may neither require nor prohibit workers to be union members or to pay union dues in order to work on the Project.

2. PROCUREMENT PROCESS

2.1. Procurement Schedule

Below is VPRA’s planned schedule for this procurement. VPRA reserves the right to amend these dates in its sole discretion.

Activity	Timeline
Request for Letters of Interest Issued	November 16, 2022
Letters of Interest Received	December 30, 2022
Release of RFQ	June 30, 2023

² Project-specific agreements are permitted under District of Columbia law. With respect to Virginia law, among other laws, any such agreement must comply with Article 3 of Chapter 4 of Title 40.1 of the Code of Virginia (Denial or Abridgement of Right to Work) – colloquially called Virginia’s “right to work statute.”

Industry Day	10:00 – 11:30am, July 24, 2023
First Request for Clarifications Due	July 28, 2023
Last Day to Request One-on-One Meeting	August 17, 2023
One-on-One Meeting	August 31 30, 2023
Second Request for Clarifications Due	September 29, 2023
SOQ Due Date	November 30, 2023
Shortlist Announced	January 2024
Release of RFP	February 2024
ATCs Due	March 2024
ATC Decisions	May 2024
Proposals Due	July 2024
Announcement of Preferred Proposer	August 2024
Contract Execution	October 2024
Start of Construction	April 2025
Substantial Completion of Construction	December 2030 (or earlier)

2.2. Design-Build Process

This procurement will consist of two steps: (1) a RFQ process that identifies a Shortlist of Respondents determined by VPRA to be most qualified to complete the Project; and (2) a RFP process in which the Shortlist submits Proposals identifying such information as their approach to the Project and plan to manage the Project, among other information. Additional details of each step are identified below.

2.2.1. RFQ Phase

The RFQ phase will identify a Shortlist of Respondents determined to be most qualified to complete the Project in accordance with VPRA’s goals. SOQs submitted in response to this RFQ will first be reviewed for compliance with the pass/fail requirements. SOQs receiving a “pass” on all pass/fail requirements will then be reviewed based on qualitative evaluation criteria. The Shortlist of firms that will be invited to submit Proposals will be determined based on evaluation of the qualitative criteria set forth herein. This RFQ sets out what is required during the RFQ phase of the procurement (see Section 4 for SOQ submittal requirements).

2.2.2. RFP Phase

The RFP will provide further specific instructions on submission requirements, the evaluation criteria, and the objectives and requirements for evaluation. Evaluation factors for the RFP are anticipated to include, but not be limited to:

- (a) Pass/Fail;
- (b) Technical approach;
- (c) Quality management approach;
- (d) Project management approach; and
- (e) The lump-sum price to complete the Work.

Information to be submitted in the Proposals may include, but not be limited to:

- (a) Documents demonstrating ability to enter the Design-Build Agreement with VPRA;
- (b) Proposal Bond set at 5% of the Contract Price;
- (c) Technical approach, including concepts for rail and bridge construction, structures, geotechnical investigation and design, maintenance of traffic, mass grading earthwork, drainage (temporary and permanent), utility coordination and relocations, compliance with local AHJ requirements, compliance with CSXT and Amtrak standards, obtaining and compliance with required permits, techniques proposed to accelerate critical work activities, avoidance of rework, and future maintenance;
- (d) Preliminary baseline critical path schedule depicting key activities to achieve timely completion of the Project;
- (e) Approach to quality management, including the identification of key processes and individuals to ensure that Design-Builder completes a quality Project;
- (f) Project management approach, including organizational structure, coordination between design and construction, constructability review, delegation of authority, schedule and budget controls, partnering, claims avoidance and mitigation, and document control;
- (g) Specified design documents and conceptual diagrams and sketches; and
- (h) Price Proposal.

The RFP process will include the opportunity for Proposers to submit Alternative Technical Concepts (“ATCs”) that allows Proposers to submit innovative design and construction concepts to VPRA. Permitted ATCs will consist of proposed changes to the Technical Provisions that a Proposer contends will enhance the Project and/or reduce the costs or time to complete the Project. Additional details of the ATC process will be included in the RFP.

VPRA will score Proposals using a best value methodology, which accounts for a balance of technical and price factors. While price is an important factor in the RFP phase of the procurement, Proposers’ technical approach, management approach, and quality will also be significant factors in determining the success of the Project.

The relative weights of technical and price in the best value proposal score will be specified in the RFP.

2.2.3. Self-Performance

The Principal Participants (other than the Lead Designer, if the Lead Designer is a Principal Participant) are required to self-perform no less than 30% of the value of Construction Work.

2.3. RFQ Process

2.3.1. RFQ Questions

Respondents may submit questions to VPRA pertaining to the RFQ. Questions must be submitted via e-mail to the Point of Contact by the deadline in the Procurement Schedule. All questions must

contain the following information, to the extent applicable, and shall be on Form M, which Respondents shall submit in Microsoft Word format:

- (a) RFQ Section Number or Form Number; and
- (b) Question.

Respondents submitting a question that contains proprietary or other confidential information may identify the question as confidential by submitting Form N with the question(s). VPRA will review questions marked confidential and if it concurs that the question contains confidential information, will not make the question or response public. If VPRA disagrees that the question contains confidential information, VPRA will notify the Respondent submitting the question and provide the option to withdraw the question, amend the question, or allow the question to remain submitted without confidentiality protection.

Except for questions containing proprietary or confidential information, VPRA will post all questions received and VPRA's responses on the VPRA Website.

2.3.2. RFQ One-on-One Meetings

VPRA will offer the opportunity to conduct One-on-One Meetings with each Respondent on the date set forth in the Procurement Schedule to discuss issues and clarifications regarding the Project and the Project-related documents or communications provided by VPRA or the Respondent, including RFQ Questions submitted by the subject Respondent in accordance with Section 2.3.1.

Each One-on-One will be held at a time and location as determined by VPRA. One-on-One(s) may be conducted in-person, virtually or a hybrid of the two. One-on-One meetings are not mandatory; however, VPRA encourages interested firms to participate. Interested Respondents must request a One-on-One meeting by the deadline stated in the procurement schedule. Requests shall be made to the Point of Contact. VPRA shall notify each interested Respondent in writing of the scheduled time, place, date, and duration of the One-on-One meeting.

Respondents will choose the topics for discussion and prepare a meeting agenda, which must be submitted to the Point of Contact a minimum of five (5) business days in advance of the scheduled meeting. Meeting agendas must include the topics, schedule, appropriate RFQ Question references, and an attendee list to allow VPRA to identify the appropriate decision-makers and support personnel to participate in the One-on-One.

The One-on-One discussion is intended to enable the Respondent to ask questions concerning the procurement and to allow VPRA to provide feedback on those questions prior to the Respondent submitting their SOQ. VPRA's verbal feedback, comments, voiced concerns, and answered questions concerning the Respondent's approach to the project shall be non-binding.

The One-on-One shall be one (1) hour in length, and the Respondent can decide how to allocate the time of the One-on-One. This should be identified in the submitted agenda.

2.3.2.1. One-on-One Rules

The One-on-Ones are subject to the following rules:

- (a) The One-on-One is intended to provide Respondents with a better understanding of the Project and the Project-related documents or communications provided by VPRA.
- (b) VPRA may raise its own questions and issues for discussion at One-on-Ones.
- (c) During a One-on-One, Respondents may ask questions, and VPRA may provide responses; provided, however, that any responses provided by VPRA during such One-on-One may not be relied upon by the Respondent. Nothing stated at any One-on-One will modify this procurement unless incorporated through an Addendum.
- (d) VPRA, except as provided in this RFQ, will not discuss with any Respondent any information submitted by any other Respondent.
- (e) VPRA reserves the right to limit the subject matter of a One-on-One as it deems appropriate.
- (f) Respondents shall not seek to obtain commitments from VPRA in a One-on-One or otherwise seek to obtain an unfair competitive advantage over any other Respondent.
- (g) No aspect of any One-on-One is intended to provide any Respondent with access to information that is not similarly available to other Respondents. Material information about the Project or procurement that VPRA reveals or discusses in response to questions raised in a One-on-One may, except as provided in this RFQ, be revealed to the other Respondents by VPRA, in its sole discretion, if VPRA believes such disclosure is necessary in the interest of maintaining a fair procurement process or complying with any applicable law.
- (h) No part of the evaluation of Proposals will be based on the conduct or discussions that occur during a One-on-One.
- (i) Information shared in One-on-One meetings is not confidential. VPRA may issue an addendum to the RFQ or otherwise adjust the procurement process based on information discussed during the One-on-One meetings.

2.3.3. RFQ Addenda

VPRA may amend the RFQ from time to time in its sole discretion. Any such amendments shall be incorporated into the RFQ through an addendum that will be published on the VPRA Website. Upon submission of a SOQ, Respondents will be required to affirm receipt of all issued addenda using Form A.

2.3.4. VPRA Requests for Clarification

It is the responsibility of the Respondent to provide accurate and complete information to VPRA. If information is not complete, the Respondent will be notified and will not be allowed to participate further in the procurement of this Project until all information required is provided.

VPRA may waive technical irregularities in the form of the SOQ that do not alter the quality or quantity of the services or the management, design, and construction offered. VPRA may, at its sole discretion, request clarifications and/or supplemental information from Respondents during the SOQ evaluation and Shortlisting process.

All requests and responses shall be issued in writing by e-mail from VPRA's Point of Contact. Responses shall be limited to answering the specific information requested by VPRA.

2.4. Respondent Responsible for All Costs

Except for the stipend provided in Section 3 and subject to the terms thereof, Respondents shall be responsible for all costs associated with participation in this procurement process, including but not limited to the preparation of SOQs and Proposals, submission of questions, participation in public forums or other meetings established pursuant to the procurement process, and any other efforts or costs arising from or related to this procurement.

3. Proposal Stipend

VPRA has decided that the payment of a Stipend to Proposers that submit responsive Proposals but are not selected as the Design-Builder, under certain conditions, is a proper part of this procurement. The amount of the stipend is anticipated to be **One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars**. The Stipend may be adjusted if VPRA adds one or more additional optional scope items or requires additional efforts associated with them in the RFP.

As a condition precedent to payment of any Stipend, each Stipend-Eligible Proposer must execute the Stipend Agreement and provide any additional required information not later than the Proposal Due Date. Any Stipend-Eligible Proposer that fails to execute the Stipend Agreement and provide any additional required information by the Proposal Due Date will forfeit all rights to receive a Stipend.

No Proposer will be eligible for payment of any Stipend amount if the Proposer has filed a protest of the procurement process, award, or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend amount, the Proposer shall agree to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

In consideration for paying the Stipend and executing the Stipend Agreement, VPRA may use any ideas or information contained in the Proposal, including ATCs if submitted, in connection with the Project or in connection with a subsequent project without any obligation to pay any additional compensation to any Proposer that accepts the Stipend.

If, for any reason, VPRA suspends or cancels the procurement process for this Project prior to the Due Date for Proposals, VPRA, in its sole discretion, may elect to pay Stipends, or any part thereof, that VPRA deems, in its sole discretion, appropriate under the circumstances or to pay no Stipend at all.

4. SOQ SUBMISSION INSTRUCTIONS

4.1. SOQ Deadline and Instructions

SOQs must be submitted to VPRA on or before **November 30, 2023 at 2:00 p.m. Eastern Time**. VPRA will not accept a late SOQ for any reason. Respondents shall submit their SOQ by e-mail to proposals@vpra.virginia.gov. VPRA will respond with a confirmation of receipt. All SOQs shall be submitted in searchable (i.e., not scanned) portable document format (.pdf). The file name for

the overall SOQ shall be: [Respondent Name/LB SP SOQ/Date]. The file name for the financial statements shall be: [Respondent Name/LB SP SOQ Financial Statements/Date].

VPRA's e-mail system can receive file sizes up to 150 MB. If a Respondent must submit multiple e-mails to accommodate file size limitations, the transmission e-mail shall state the number of e-mails that Respondent will send to complete the SOQ package. Additionally, each file shall state, after the information required by the paragraph above, the file number out of the total number submitted (i.e., 1 of 2, 2 of 3, etc.).

Respondents may submit financial statements and confidential or proprietary information using a password-protected file. If Respondent sends information in a password-protected file, Respondent must state as such in the transmission e-mail. Respondent shall send the password in a separate e-mail. Respondents may not password protect their entire SOQ and may only do so for financial statements or other information identified on Form N.

4.2. SOQ Format

Each Respondent shall organize its SOQ as stated in Section 5. The information that must be contained in each Tab, in addition to the page limit (if any) for each Tab or portion thereof, is further described in Section 5. Note that the financial statements shall not be submitted in Tab 2 with the other financial information, but shall instead be submitted in a separate .pdf file.

Text shall be in English in a standard font, a minimum of 11 points, single-spaced, except that graphics, including the organizational chart, may be no smaller than 10-point font. Pages shall be 8 ½-inch x 11-inch, with lettered/numbered dividers between each Tab. Graphic presentations may be submitted on 11-inch x 17-inch pages. Respondents shall be limited to a total of 2 (two) 11-inch by 17-inch pages for the entirety of the SOQ, each of which shall count as a single page. Pages must be numbered consecutively and include the Tab number in which the page is included (i.e., 1-1, 1-2; 2-1, 2-2, etc.).

The SOQ shall contain a table of contents before Tab 1. The table of contents shall include links to each tab that allow the user to toggle to each tab by clicking the link. The .pdf containing the financial statements does not require a table of contents.

4.3. Additional Requirements

SOQs shall be signed by an authorized representative of the Respondent. If the Respondent is a Joint Venture, partnership, or other form of consortium, the SOQ must be signed by authorized representatives of each Principal Participant. Signatures shall be applied using a program that applies electronic signatures.

All information requested must be submitted. Failure to submit all information requested may result in VPRA requiring prompt submission of missing information and/or giving a lowered evaluation of the SOQ. SOQs that are substantially incomplete or lack key information may be rejected as non-responsive by VPRA at its sole discretion.

5. CONTENTS OF STATEMENT OF QUALIFICATIONS

The SOQ shall be organized as shown in the table below. The information required under each tab is described in further detail in this [Section 5](#). Within each tab, the materials submitted shall be in the order stated in this table.

Tab Number	Content	Required Submissions/ Page Limits
1	Section 5.1: Cover Letter	<ul style="list-style-type: none"> • Cover letter (2 Pages) • Form A (Acknowledgement and Receipt of RFQ, Addenda, and Responses to Questions)
2	Section 5.2: Legal, Financial, Safety, and DBE Small Business information	<ul style="list-style-type: none"> • Form B (Respondent's Organization Information) • Organizational agreement or material terms • Form C (Legal and Disputes History) • Form D (Principal Participant and Lead Designer Certification) • Form E: (Conflict of Interest Disclosure) • Surety Letter • Material change disclosure • Form F (Safety Questionnaire) plus required documents • Form G (Record of DBESmall Business Performance)
3	Section 5.3: Executive Summary	<ul style="list-style-type: none"> • 2 Pages
4	Section 5.4: Respondent Experience	<ul style="list-style-type: none"> • Form H (Project Experience Description) (2 pages each) • Narrative (2 pages)
5	Section 5.5: Key Personnel and Organization	<ul style="list-style-type: none"> • Form I (Key Personnel) • Key Personnel resumes (2 pages each) • Form J (Subcontractor Information) • Subcontractor description (1 page) • Organizational Chart and description (2 pages)
6	Section 5.6: Quality Management	<ul style="list-style-type: none"> • Narrative (3 pages)
7	Section 5.7: Understanding of Project and Design-Build; Consideration of Project-Specific Workforce Agreement	<ul style="list-style-type: none"> • Narrative (4 pages)
8	Additional Forms	<ul style="list-style-type: none"> • Form K (Affidavit of Non-Collusion) • Form L (Lobbying Certificate) • Form N (Proprietary / Confidential Information Designation), if needed

Tab Number	Content	Required Submissions/ Page Limits
Separate .pdf	Section 5.2: Financial	<ul style="list-style-type: none"> Financial statements

5.1. Cover Letter and Form A

Respondent shall provide a cover letter stating its desire to be considered for the Project and stating the official names and roles of all Principal Participants, the Lead Designer (if not a Principal Participant), and IDQM firm(s). Respondents shall be comprised only of teams or organizations that are capable of designing and constructing the Project in its entirety. Individual firms or potential Subcontractors that are not capable of performing the entirety of the Work shall not be eligible to submit a SOQ.

In the cover letter, the Respondent shall identify a single point of contact for the Respondent (the “Designated Contact”) and the e-mail address, physical address, and telephone number where questions may be directed. The letter shall be signed by authorized representatives of the Respondent’s organization. If the Respondent is a Joint Venture, partnership, or other consortium, the letter shall be signed by authorized representatives of each member.

In addition, Respondent shall submit Form A.

5.2. Legal, Financial, Safety, and ~~DBE~~ Small Business Information

5.2.1. Legal Information

5.2.1.1. Legal Structure

Submit the following information:

- (a) Using Form B, identify Respondent’s legal name, legal structure, and relevant state(s) of organization. Provide the legal structure and state of organization for each Principal Participant, the Lead Designer (if not a Principal Participant), and IDQM firm(s), and the % of equity interest of each Principal Participant.
- (b) If Respondent is a Joint Venture, partnership, or other consortium, provide a copy of the agreement between the constituent entities. If such agreement has not yet been executed, provide a copy of the anticipated key terms of the agreement. The agreement or the key terms must include, at a minimum, the percentages of ownership of each constituent entity, roles of the various entities, a stated commitment to execute an agreement prior to submission of a Proposal, and the provisions concerning joint and several liability stated in part (c) below.
- (c) If the Respondent is a Joint Venture, partnership, or other consortium, each constituent entity of the Respondent must agree to be jointly and severally liable for the Respondent’s obligations with respect to the Project.

5.2.1.2. Legal/Disputes History

Submit the following information:

- (a) Submit Form C for the Respondent, Principal Participants, Lead Designer, and IDQM as applicable, in accordance with the instructions on the form.

- (b) Provide Form D for each Principal Participant and the Lead Designer (if not a Principal Participant).
- (c) Using Form E, provide the conflict of interest disclosure discussed in Section 1.6. If there is no conflict of interest, affirmatively state as such on Form E.

5.2.2. Financial Information

Submit the following information:

(a) Financial Statements

Financial statements for the Principal Participant(s) (and the Guarantor if applicable under Section 5.2.2(e)) for the three most recently completed fiscal years. Financial Statements must include:

- (i) Opinion Letter (Auditor's Report);
- (ii) Balance Sheet;
- (iii) Income Statement;
- (iv) Statement of Changes in Cash Flow; and
- (v) Footnotes.

In addition, financial statements must meet the following requirements:

GAAP or IFRS Compliant

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant identifying and discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

U.S. Dollars

Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars, within one month of the SOQ due date, by a certified public accountant.

Audited

Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the Respondent shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer, or treasurer (or by such equivalent position or role) of the entity.

English

Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.

SEC Filings

If the Respondent or any other entity for whom financial information is submitted in the SOQ files reports with the Securities and Exchange Commission, then such financial statements shall be provided by including the entity's most recent Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K that has been filed since the latest filed 10-K.

(b) Bonding Capacity and Eligibility

Provide a letter from a surety or insurance company stating that the Respondent is capable of obtaining Performance and Payment Bonds in the amount of \$700,000,000, each in the forms attached hereto as Exhibit C and that the surety or insurance company will issue the required bonds in such amount for this Project. The surety or insurance company submitting such letter must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VII by A.M. Best and Company, be listed on Treasury Department Circular 570, and be on the list of companies approved by the Commonwealth. The letter should recognize the Respondent's backlog and work-in-progress in relation to its bonding capacity. Letters indicating "unlimited" bonding/security capability are not acceptable.

(c) Material Changes in Financial Condition

Respondent shall provide information regarding any material changes in financial condition for each Principal Participant, and, if applicable, each Guarantor for the past three fiscal years and anticipated for the next fiscal year. For the avoidance of doubt, if any of the foregoing entities is a Joint Venture, partnership, or other consortium, Respondent shall provide this information for all members. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the factors underlying the change will continue during the period of performance of the Project, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses, and the change in equity shall be provided separately for each material change certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role). References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall additionally provide a discussion of measures that it will undertake to insulate the Project from such negative material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall

provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth at Appendix 2 is a representative list of events intended to provide examples of a material change in financial condition. This list is intended to be indicative only and is not exhaustive.

At the sole discretion of VPRA, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

(d) Guarantor

VPRA may in its discretion specify that an acceptable Guarantor is required as a condition of shortlisting and award of the DBA. If VPRA requires a Guarantor, VPRA will require Respondent to provide the Guarantor's financial statements for the preceding three (3) years by a time specified in VPRA's notice to a Respondent that a Guarantor is required.

If a Guarantor is required, Respondent must comply with all other requirements in the RFQ for the submission of financial information. VPRA reserves the right to review a proposed Guarantor's financial capacity and reject the proposed Guarantor if there is a material risk that it would be unable to fulfill its obligations.

5.2.3. Safety Record

Submit Form F, Safety Questionnaire, for each Principal Participant, in addition to the documentation specified in Form F. If the Lead Designer is a Principal Participant, the Lead Designer is not required to submit Form F.

5.2.4. ~~DBE~~Small Business Participation Record

Submit Form G, Record of ~~DBE~~Small Business Performance, for each Principal Participant reflecting the record of ~~DBE~~small business participation in their contracts for the past three (3) years. If the Lead Designer is a Principal Participant, the Lead Designer is not required to submit Form G.

5.3. Executive Summary

Respondent shall submit an executive summary that provides an overview of the information presented in the SOQ. The purpose of the executive summary is to familiarize reviewers with the content of the SOQ in plain language and to provide an introduction to the SOQ.

5.4. Experience of Respondent

Respondent shall identify projects performed by the Principal Participants, the Lead Designer (if not a Principal Participant), and IDQM firms demonstrating that they have the experience, knowledge, and capability to execute the Project successfully. Respondents should identify other projects with a similar scope of work, risks, constraints and third-party considerations. Respondents should also demonstrate their experience on similar projects using the design-build delivery method. Respondents shall provide the following information to demonstrate its experience:

- (a) Using Form H, Project Experience Description, provide at least two (2) projects, but no more than three (3) projects, for each (i) Principal Participant and (ii) the Lead Designer (if not a Principal Participant). Additionally, for each IDQM firm identified, provide two (2)

representative projects. All project descriptions should highlight experience in the last ten (10) years relevant to the Project, with a focus on projects that have similar scopes of work, similar risks, and demonstrate experience comparable to that needed for the Project. Additionally, the projects submitted must comply with the following:

- (i) for the projects submitted for the Principal Participants, the projects must have reached final acceptance as defined by the requirements of the submitted projects, except that for each Principal Participant, Respondent may identify no more than one (1) project that has not reached final acceptance provided that at least 50% of the value of the construction work has been completed, and
 - (ii) for the projects submitted for the Lead Designer and IDQM, design on the project must be complete such that all final design plans have been submitted and accepted by owner and all design packages have been released for construction. A project may be considered complete even if the Lead Designer continues to perform ancillary design services, such as responding to requests for information, preparing notices of design change, and similar services.
- (b) Provide a narrative explaining how Respondent's project experience identified in Section 5.4(a) qualifies it to perform the work on the Project, with an emphasis on how Respondent's experience equips it to collaborate with VPRA. Explain how Respondent's project experience will help it address the Project's risks and challenges and to complete the Project on time or early. Discuss whether the members of Respondent's organization have previously worked together and how this experience will benefit the Project.

5.5. Key Personnel and Organization

5.5.1. Key Personnel

Respondent shall identify Key Personnel with the qualifications and experience to create a collaborative environment that maximizes use of the design-build delivery method. Respondent shall submit Form I containing the identity of individuals proposed to fill the Key Personnel positions identified in the table below. Additionally, Respondent shall submit a resume for each Key Personnel. Each resume shall highlight the following information:

- (a) Proposed role on Project and experience in area of responsibility;
- (b) History of employment;
- (c) Experience on projects with a scope similar as the Project;
- (d) Work on the Projects identified in response to Section 5.4;
- (e) Years of experience; and
- (f) Education and registrations.

Respondents may not substitute identified Key Personnel without VPRA's written consent. If a Respondent requests substitution of a Key Personnel position at any time prior to execution of the DBA, Respondent shall submit a request in writing. Such request must identify a substitute. VPRA may re-assess the qualifications of the Respondent and determine whether the substitution affects eligibility to be named to the Shortlist and submit a Proposal. Substitutions of Key

Personnel after execution of the DBA will be subject to the terms therein, and in certain circumstances may be subject to the assessment of liquidated damages.

Key Personnel	Requirements and Preferred Qualifications	Time Commitment
Project Manager	<p>The Project Manager will manage the overall Project for the Design-Builder. This person will be the main point of communication for the Design-Builder and VPRA's primary point of contact. The Project Manager will be responsible to ensure adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for quality and timeliness of the team performance.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing similar projects • Design-Build experience 	100%
Design Manager	<p>The Design Manager is responsible for coordinating all aspects of the Design, including coordinating between the design disciplines. The Design Manager will be responsible for ensuring that the overall Project Design is completed in accordance with the Contract Documents.</p> <p>The Design Manager must be an employee of the Lead Designer and must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing or performing design for similar projects • Design-Build experience 	100% until final RFC by VPRA of last set of plans; thereafter as needed to resolve design matters
Construction Manager	<p>The Construction Manager is responsible for coordinating and overseeing all aspects of Construction Work.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing construction of similar projects • CMAA Certification • Design-Build experience 	100%
Quality Manager	<p>The Quality Manager will be in charge of the Design-Builder's quality program. The Quality Manager will oversee that the Project is built in conformance with the approved Quality Plan and the Contract Documents.</p>	100%

	<p>The Quality Manager will be the primary liaison with VPRA’s Quality Acceptance program. The Quality Manager must work for the Design-Builder under the direct supervision of an executive officer above the level of and under a line of authority independent of the Project Manager. The individual must have the ability to stop design or construction at any time and in the individual’s sole discretion.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years of quality management experience for similar projects • Licensed Professional Engineer • Design-Build experience 	
<p>Independent Design Quality Manager Director</p>	<p>The Independent Design Quality Manager Director (“IDQMD”) shall be an employee of one of the IDQM firm(s) identified as part of Respondent’s organization. The IDQMD shall perform reviews of Design-Builder’s Design for conformance to the Contract Documents, environmental commitments, permit conditions, and conformance with the Design Quality Plan. The IDQMD shall review each design submittal prior to submission to VPRA for conformance to the Technical Provisions. The IDQMD shall oversee and supervise the reconciliation and resolution of comments between the IDQM and Design-Builder. After review of the Design and resolution of comments, the IDQMD shall cause the RFC plans to be signed and stamped by a qualified member of the IDQM before submission to VPRA. The stamp shall attest that, under the supervision of the IDQMD, the RFC plans have been reviewed and inspected, conform to the Contract Documents and the Design Quality Plan, and represent good industry practice.</p> <p>The IDQMD must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p>	<p>100% until final RFC by VPRA of last set of plans; thereafter as needed to resolve design matters</p>

	<ul style="list-style-type: none"> • Twenty (20) years of experience in the analysis and design of rail systems and bridge structures. Emphasize experience with rail design, bridges, retaining structures, drainage structures, and projects of similar size and type of work. • Design-Build experience 	
Structures Design Manager	<p>The Structures Design Manager (“SDM”) will be in charge of all structural design work on the Project and ensuring that the structural design is prepared in conformance with the Contract Documents. THE SDM will be responsible for design of all structures on the Project.</p> <p>The SDM must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years of demonstrated experience in bridge engineering, design and analysis, including projects of similar size, type of work, and complexity as the Project. • Design-Build experience 	100% until final RFC by VPRA of last set of plans; thereafter as needed to resolve design matters
Geotechnical Design Manager	<p>The Geotechnical Design Manager (“GDM”) will be in charge of all geotechnical design work on the Project and ensuring that the geotechnical design is prepared in conformance with the Contract Documents. The GDM will be responsible for geotechnical design of the retaining walls, foundations, cut and fill slopes, embankment materials and construction, geotechnical instrumentation, and pavement subgrade and structure.</p> <p>The GDM must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years of experience including planning and overseeing subsurface exploration programs for bridge structures and roadways, including 	100% until final RFC by VPRA of last set of plans; thereafter as needed to resolve design matters

	<p>projects of similar size, type of work, and complexity as this Project.</p> <ul style="list-style-type: none"> • Design-Build experience 	
Environmental Compliance Manager	<p>The Environmental Compliance Manager is responsible for ensuring that all Work complies with all environmental laws and environmental requirements specific to the Project. The Environmental Compliance Manager may review designs to ensure compliance with environmental requirements, and will oversee construction operations to ensure compliance with environmental requirements.</p> <p>Preferred Qualification:</p> <ul style="list-style-type: none"> • 10 years of overseeing environmental compliance for similar projects 	100%
Third-Party Coordinator	<p>The Third-Party Coordinator is responsible for engaging with third-parties and stakeholders as needed to manage construction and other Project operations. This Person will meet with third-parties to understand and manage concerns, establish schedules, and serve as point person for the Design-Builder. Additionally, this Person will communicate progress with third-parties and manage the resolution of conflicts.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience with third-party coordination for similar projects • Alternative delivery experience or delivery methods with early contractor involvement, including, for example, progressive design-build, CM/GC, and design-build 	100%
Public Information Coordinator	<p>The Public Information Coordinator is responsible for coordinating and managing information provided to stakeholders and the public. The Public Information Coordinator will engage with the public, obtain feedback, and provide such information to the Design-Builder and VPRA. Further, the Public Information Coordinator will work with VPRA to ensure that information about the Project is consistent and accurate. Additionally, the Public Information Coordinator will act as the</p>	

	<p>Design-Builder's liaison to the public and with stakeholders.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience with public information management for similar projects • Alternative delivery experience or delivery methods with early contractor involvement, including, for example, progressive design-build, CM/GC, and design-build 	
Safety Manager	<p>The Safety Manager shall oversee and be responsible for safety on the Project site. The Safety Manager shall be responsible for preparation of Design-Builder's Safety Management Plan and may assist with constructability review to verify that construction can be performed safely. Additionally, the Safety Manager shall ensure that all Work is performed safely and in compliance with the Contract Documents and Design-Builder's Safety Management Plan. The Safety Manager must be on site during all major construction operations.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 15 years of managing safety for similar types of construction work, with an emphasis on rail construction and construction in a dense, urban environment 	100%
Additional Value Personnel* (see note below)		

*Additional Value Personnel: Respondent may name up to two (2) other individuals that the Respondent considers as key to the success of the Project. Their resumes shall describe their anticipated role, relevant experience, registration(s), education, and other elements of qualification applicable to this Project, as well as how much time they will dedicate to the Project.

5.5.2. Independent Design Quality Manager

Respondents shall identify the IDQM firm(s) in their SOQ. The IDQM firm(s) shall be retained by the Design-Builder but have no contractual relationship with the Lead Designer or be a Subcontractor at any tier under the Lead Designer.

The IDQM will provide independent design reviews and certification that the submitted designs comply with the Contract Documents, the Design-Builder's Quality Plan, and represent good industry practice. The IDQM's review shall be in addition to the Design-Builder's internal Quality

Control and assurance procedures and shall not replace the Design-Builder's Quality Control responsibilities. The IDQM firm signing and certifying compliance of designs with the Contract Documents must hold the same professional licensure and applicable certifications as those required for the Lead Designer. Prior to submission of a design package to VPRA, Design-Builder shall obtain signed certification from the IDQM. Respondents may identify multiple firms to serve in the IDQM role if Respondent believes that specialized expertise in different technical disciplines will benefit the Project.

5.5.3. Organization

Provide the following information about Respondent's organization:

- (a) Using Form J, except for the Lead Designer and IDQM, identify Subcontractors the Respondent plans to use for the Work.
- (b) Submit a summary describing the Subcontractors identified in Form J.
- (c) Provide an organizational chart identifying Key Personnel and participating firms responsible for major functions to be performed in designing, constructing, and providing quality management services for the Respondent's organization. All Key Personnel, Principal Participants, the Lead Designer (if not a Principal Participant), IDQM firms, and known Subcontractors must be identified on the chart. Provide a brief description of the significant functional relationships among these firms.

5.6. Quality Management

Respondent shall demonstrate its approach to ensure that the design and construction work is prepared and performed with a focus on quality. Respondent shall provide a narrative of its approach to quality management and how Respondent intends to interact with VPRA's Design IQA and Construction Quality Acceptance programs. Respondent shall address Quality Control for both design and construction and specify the key processes it will employ in its Quality Plan, including the role to be played by the IDQM firm(s) for design Quality Assurance. Respondent shall discuss such issues as the use of independent checks, stop work authority, resolution of nonconformance reports, and other critical quality issues. Respondent shall identify past successes with its approach to quality management, as well as key lessons learned from its experience.

Note that the RFP will require Proposers to submit an in-depth discussion of quality management and a draft Quality Plan.

5.7. Understanding of Project and Design-Build; Consideration of Project-Specific Workforce Agreement

5.7.1. Respondent shall demonstrate its preliminary understanding of the Project, key risks and challenges, and how it will use the design-build delivery method to improve the Project and mitigate risk. Respondent shall describe the following:

- (a) Respondent's understanding of the Project, VPRA's goals, and Respondent's preliminary approach to completing the Project on time and within budget;
- (b) Respondent's approach to using the design-build delivery method to introduce design and construction innovation, expedite project completion, and mitigate risk;

- (c) Respondent's approach to ATCs;
- (d) Respondent's approach to coordinating with and receiving Design approval from VPRA's partners, including CSXT and Amtrak;
- (e) How Respondent's identified experience demonstrates its ability to use the design-build method to benefit the Project;
- (f) Preliminary major risks and challenges associated with the Project and how the Respondent would plan to mitigate those risks and overcome those challenges, including how Respondent would use the design-build method to mitigate risk;
- (g) Respondent's understanding of the Project's significant technical challenges, approach to their resolution, and how Respondent's experience demonstrates its capability to achieve such resolution; and
- (h) Respondent's approach to maintenance of marine and land traffic and to utility coordination for the Project, and how Respondent's experience with these critical issues will contribute to their successful implementation.

5.7.2. Respondent shall demonstrate that it has meaningfully considered the use of a Project-specific workforce agreement containing the following: (i) a guaranteed supply of qualified labor, (ii) a prohibition against strikes and lockouts (and similar labor disruptions), (iii) uniform procedures for resolving Project-related disputes, and (iv) provisions governing worker safety. In the interest of clarity, at this RFQ stage, Respondent need only document the plenary efforts it has made to evaluate the potential viability of a Project-specific workforce agreement (i.e., there is no requirement that a Respondent commit to a Project-specific workforce agreement).

5.8. Additional Forms

Respondent shall provide the following:

- (a) Affidavit of Non-Collusion (Form K);
- (b) Lobbying Certificate (Form L); and
- (c) Form N: Proprietary/Confidential Information Designation (if applicable).

6. EVALUATION CRITERIA

This Section 6 describes the evaluation criteria for the RFQ phase of the procurement.

6.1. SOQ Evaluation

SOQs will be evaluated in two steps:

- (a) Pass/Fail Review; and
- (b) Qualitative Review.

VPRA will first conduct a Pass/Fail review of all SOQs received. SOQs that receive a "Pass" for all categories of the Pass/Fail criteria will proceed to the qualitative review and be scored. SOQs that receive a "Fail" in any category of the Pass/Fail criteria will be removed from further consideration. VPRA will notify Respondents whose SOQ receive a "Fail."

6.1.1. Pass/Fail Review

The pass/fail review consists of the following:

- (a) **Responsiveness:** The SOQ complies with the following:
- (i) the SOQ conforms to the RFQ instructions regarding organization and format and Respondent has submitted all required information;
 - (ii) the Respondent’s qualifications and other information provided are responsive to the requirements set forth in the RFQ; and
 - (iii) the SOQ does not contain any material misrepresentations.

In performing the responsiveness review, the Evaluation Team reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. In accordance with Section 2.3.4., the Evaluation Team may also require Respondents to clarify responses within their SOQ and/or address any informational deficiencies within their SOQ. A failure to provide the clarification and/or information requested by the Evaluation Team may result in a SOQ being deemed non-responsive and designated as a “Fail.”

- (b) **Legal:** The SOQ complies with and meets or exceeds the minimum requirements listed in Section 5.2.1 and there are no identified issues presenting a material risk that the Respondent is unable to complete the Work.
- (c) **Financial Capacity:** The SOQ complies with and meets or exceeds the minimum requirements listed in Section 5.2.2 and there are no identified issues presenting a material risk that the Respondent is unable to complete the Work.
- (d) **Safety:** Respondent possesses a comprehensive safety program, performs regular safety training for employees, and, through its responses on Form F, demonstrates a commitment to a safety culture within the organization as evidenced by its processes, procedures, and outcomes. In addition, there are no identified issues presenting a material risk that the Respondent would not be able to perform the Work safely and with due regard for the health and safety of its employees, VPRA, and the general public.
- (e) **DBESmall Business Participation:** The Respondent demonstrates a history of successful compliance with DBESmall business requirements and does not present a material risk of non-compliance with the DBESmall Business requirements for the Project.

6.1.2. Qualitative Review

SOQs will be evaluated and scored as follows:

Category	Total Points Possible
Experience of Respondent	35
Key Personnel and Organization	35
Quality Management	15

Understanding of Project and Design-Build	15
Total	100

Respondents are advised that a Respondent’s “Experience of Respondent” and “Key Personnel and Organization” qualifications scores will be carried forward to the RFP step and considered as part of the Proposal scoring of shortlisted Proposers. Respondent organizations that receive written approval from VPRA to change compositions will have their qualifications re-evaluated as stated in Section 1.9.

VPRA will conduct the SOQ evaluations based on the following criteria:

Category	Evaluation Criteria
Experience of Respondent	The extent to which the Respondent’s organization shows that it has successfully performed similar prior work, including on design-build projects, that demonstrates its qualifications and ability to design and build the Project, including but not limited to the information provided in Tabs 2, 3, 4, and 5. This includes the Respondent’s prior successes at developing innovative design and construction concepts, using ATCs to improve outcomes, on-time completion of complex projects, delivering quality design and construction work, meeting owner project goals, minimizing disruption to adjacent communities and projects, and coordinating with utility owners and other third-parties.
Key Personnel and Organization	The extent to which Respondent’s Key Personnel and organization have the background and experience to be successful at delivering a quality Project that meets VPRA’s goals, as demonstrated by the prior successes of the Key Personnel and Respondent’s organization.
Quality Management	The extent to which Respondent demonstrates a thorough commitment to quality, evidenced by the presence of a robust quality control process that incorporates production staff, contains procedures to identify and correct nonconforming work, vests quality staff with sufficient authority to stop work, uses the IDQM to make the design review process as efficient as possible, and will interact with VPRA’s design IQA and construction Quality Acceptance program in a manner that facilitates cooperation and improves the overall quality of the Work.
Understanding of Project and Design-Build; Consideration of Project-Specific Workforce Agreement	The extent to which Respondent demonstrates an approach that: maximizes the value of the design-build delivery method, understands key risks and mitigation strategies, addresses technical challenges, proposes a logical and innovative methodology for the Project’s delivery, understands VPRA’s Project goals, and exhibits

	that its prior work provides the experience for a successful Project outcome. The extent to which Respondent has meaningfully considered the use of a Project-specific agreement containing the following: (i) a guaranteed supply of qualified labor, (ii) a prohibition against strikes and lockouts (and similar labor disruptions), (iii) uniform procedures for resolving Project-related disputes, and (iv) provisions governing worker safety.
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6.1.3. Evaluation Methodology

The Evaluation Team will evaluate each of the four categories in Section 6.1.2 using the following adjectival ratings: Exceptional, Good, Acceptable, Weak, and Unacceptable. The Evaluation Team may differentiate within each adjectival rating by adding a plus (+) or minus (-) to the rating, except that (Exceptional +) and (Weak -) shall not be available ratings. To rank the SOQs, the Evaluation Team will reach a consensus adjectival rating for each of the four categories. The consensus adjectival ratings will be converted to the numerical scale identified in Section 5.1.2 to assign a score to each SOQ. In developing a consensus score, the Evaluation Team is at liberty to consider all information contained within a Respondent’s SOQ. Where deemed relevant to any of the evaluation criteria, information that is considered as part of the pass/fail review under Section 6.1.1. may, in the sole discretion of the Evaluation Team, be carried forward and considered when assigning a consensus score as part of the qualitative review under Section 6.1.2.

The adjectival ratings will be assigned on the following basis:

Adjectival Rating	Rating Description
Exceptional	The SOQ offers universally better than acceptable quality and the greatest likelihood of successful results for the Work. There are essentially no weaknesses or deficiencies requiring correction.
Good	The SOQ offers generally better than acceptable quality and a high likelihood of successful results for the Work. Deficiencies and/or weaknesses in the SOQ are minor and correctable.
Acceptable	The SOQ offers an acceptable level of quality and a reasonable likelihood of successful results for the Work. Deficiencies and/or weaknesses in the SOQ are generally correctable with minor to some significant changes.
Weak	The SOQ minimally complies with stated criteria and offers a low likelihood of successful results for the Work. The SOQ includes deficiencies and/or weaknesses that are not correctable without significant changes.
Unacceptable	The SOQ does not meet the stated criteria and has significant weaknesses, deficiencies, and/or unacceptable quality. Essential information is not provided or is conflicting and/or unproductive. Deficiencies and weaknesses are so major and/or extensive that a major revision to the SOQ would be necessary to meet the objectives of the Project.

A Respondent that receives a consensus adjectival rating of “Unacceptable” in any of the categories identified in Section 6.1.2 may, in VPRA’s sole discretion, be eliminated from further consideration.

6.2. Shortlisting

Respondents shall be ranked from highest to lowest in order of their SOQ scores. VPRA intends to name no more than three (3) Respondents to the Shortlist in order to ensure adequate competition. Upon shortlisting by the Evaluation Team, only those Respondents named to the Shortlist shall remain eligible for participation in the RFP step. Neither the overall scoring nor the ranking of the Respondents on the Shortlist will be disclosed to Respondents until the procurement process is complete and a DBA is executed.

6.3. Debriefings

All Respondents submitting SOQs will be notified in writing of the Shortlist. Respondents not named to the Shortlist may request a debriefing. If requested, debriefings shall be provided at the earliest feasible time after announcement of the Shortlist, subject to applicable law. The debriefing shall be conducted by VPRA’s Point of Contact or designee, who may be accompanied by other VPRA officials familiar with the rationale for the selection decision.

Debriefings shall:

- (a) be limited to discussion of the unsuccessful Respondent’s SOQ and will not include specific discussion of a competing SOQ;
- (b) be factual and consistent with the evaluation of the unsuccessful Respondent’s SOQ; and
- (c) provide information on areas in which the unsuccessful Respondent’s SOQ had weaknesses or deficiencies.

Debriefing will not include discussion or dissemination of the identities, thoughts, or notes of individual members of the Evaluation Team, but may include a summary of the rationale for the selection decision.

7. PROCUREMENT DECISION APPEALS

Any Respondent who desires to file a procurement decision appeal (other than matters involving organizational conflicts of interest) must do so in accordance with sections 7.3, 7.4, and 7.5 of the Procurement Rules. Procurement decision appeals will be administered in accordance with the Procurement Rules.

8. VIRGINIA FREEDOM OF INFORMATION ACT

All SOQs submitted to VPRA become the property of VPRA and are subject to the disclosure requirements of the Virginia Freedom of Information Act (VFOIA) (Va. Code § 2.2-3700 *et seq.*). Respondents are advised to familiarize themselves with the provisions of VFOIA to ensure that documents identified as confidential will not be subject to disclosure

under VFOIA. In no event shall the Commonwealth or VPRA be liable to a Respondent for the disclosure of all or a portion of a SOQ submitted pursuant to this request.

If a Respondent has special concerns about information that it desires to make available to VPRA (including information submitted in a SOQ), but that it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Respondent should specifically and conspicuously designate that information as such in its SOQ and state in writing why protection of that information is needed in accordance with Form N (Proprietary/Confidential Information Identification), and submit Form N in Tab 8 of the SOQ.

Blanket designations that do not identify the specific information are not acceptable and may be cause for VPRA to treat the entire SOQ as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VPRA by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

In the event VPRA receives a request for public disclosure of all or any portion of a SOQ identified as confidential, VPRA will attempt to notify the Respondent of the request, providing an opportunity for such Respondent to assert, in writing, claimed exemptions under the VFOIA or other Commonwealth law. VPRA will come to its own determination whether the requested materials are exempt from disclosure.

9. RESERVED RIGHTS

In connection with this procurement, VPRA reserves to itself all rights (which rights shall be exercised by VPRA in its sole discretion) 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 in whole or in part at any time prior to the execution by VPRA of the DBA, without incurring any obligations or liabilities;
- (b) The right to issue a new RFQ or RFP;
- (c) The right to reject any and all submittals, responses, and SOQs received at any time;
- (d) The right to modify all dates set or projected in this RFQ;
- (e) The right to suspend and terminate the procurement process for the Project, at any time;
- (f) The right to waive or permit corrections to data submitted with any response to this RFQ until such time as VPRA declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed;
- (g) The right to issue addenda, supplements, and modifications to this RFQ;
- (h) The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ until such time as VPRA 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 hold meetings and conduct discussions and correspondence with one or more of the Respondents responding to this RFQ to seek an improved understanding of the responses to this RFQ;
- (j) 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 Respondents;
- (k) The right to permit Respondents to add or delete firms and/or Key Personnel until such time as VPRA declares in writing that a particular stage or phase of its review has been completed and closed;
- (l) The right to add or delete Respondent responsibilities from the information contained in this RFQ;
- (m) The right to waive deficiencies, informalities, and irregularities in a SOQ, accept and review a non-conforming SOQ or seek clarifications or supplements to a SOQ;
- (n) The right to disqualify any Respondent that changes its submittal without VPRA approval;
- (o) The right to change the method of award at any time prior to submission of the Proposals; and
- (p) The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFQ.

10. COMPLIANCE WITH LAW IN VIRGINIA

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding the Respondent's ability to lawfully offer and perform any services proposed or related to the Project may be cause for rejection of a Respondent's SOQ, in the sole and reasonable discretion of VPRA, and in that event a Respondent's SOQ submittal may be returned without any consideration for selection of contract award.

11. ETHICS IN PUBLIC CONTRACTING

By submitting their SOQs and Proposals, Respondents certify that their submissions are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Respondent, supplier, manufacturer or subcontractor in connection with their submissions, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. REPRESENTATIONS

Respondent hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Respondent (or where applicable, its Principal Participants) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (2) the Respondent has the full right, power and authority and has taken all necessary action under the laws of its jurisdiction of organization to authorize it to execute and deliver the DBA, to consummate the transactions contemplated hereby and in the DBA and to perform its obligations thereunder. Respondent hereby agrees to furnish to VPRA any and all certificates of governmental authorities and/or

officers or directors of Respondent (or where applicable, its Principal Participants) that VPRA may reasonably require in order to confirm the due authorization and execution of the SOQ, Proposal, and the DBA and Respondent's right, title, and authority to perform its obligations thereunder.

13. NO ASSUMPTION OF LIABILITY

VPRA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All of such costs shall be borne solely by each Respondent and its team members. In no event shall VPRA be bound by, or liable for, any obligations with respect to the RFQ until such time (if at all) a contract, in form and substance satisfactory to VPRA, has been executed and authorized by VPRA and, then, only to the extent set forth therein.

14. APPLICABLE COST PRINCIPLES; ACCOUNTING REQUIREMENTS

The DBA will be performed and audited in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which provisions were adopted by DOT at 2 C.F.R. Part 1201 and are incorporated herein by reference. To be eligible for reimbursement, Respondent's costs must comply with cost principles set forth in 2 C.F.R. Part 200. All Respondents submitting SOQs and Proposals must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 2 C.F.R. Part 200 and be sufficient to exclude unallowable cost items from Project invoicing to VPRA.

Where applicable, certain costs and reimbursement under the DBA must also comply with 48 C.F.R. Part 31 ("FAR Part 31"). All Respondents submitting SOQs and Proposals must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of FAR Part 31 and be sufficient to exclude unallowable cost items from Project invoicing to VPRA.

EXHIBIT A: Railroad Operator Indemnification

I. INDEMNIFICATION DUTIES

- A. CSXT. Design-Builder shall indemnify, defend, and hold harmless CSXT Indemnitees to the same extent to which VPRA is entitled to indemnity and defense under Section [●] of the Design-Build Agreement.
- B. Amtrak. [Subject to applicable law, including Va. Code § 11-4.1], Design-Builder shall indemnify and defend Amtrak for all losses or claims arising from the acts or omissions of Design-Builder in performing the Design-Build Agreement, whether or not Design-Builder is negligent and irrespective of any negligence or fault of Amtrak, *provided that*, Design-Builder's indemnity and duty to defend shall not extend to Amtrak-Assumed Individuals and/or Amtrak-Assumed Property.

II. DEFINITIONS

"Affiliate" means, when used to indicate a relationship with a specified Person, Person that: (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

"Amtrak-Assumed Individuals" means:

- (i) an employee of Amtrak;
- (ii) any person who is on an Amtrak train other than a Commonwealth-Introduced Individual;
- (iii) any person other than a Commonwealth-Introduced Individual at or adjacent to a passenger station located on the rail lines used for Amtrak service who is at such passenger station for the purpose of boarding or detraining from an Amtrak train, meeting an Amtrak train, purchasing a ticket for an Amtrak train, making a reservation for an Amtrak train, or obtaining information about Amtrak service or conducting business with Amtrak (including a vendor from whom Amtrak receives compensation);
- (iv) any person at or adjacent to a passenger station who is providing local transportation to or accompanying a person described in (iii) above; and
- (v) any person injured or killed by the collision of a vehicle or person with an Amtrak train on or adjacent to the rail lines on which Amtrak operates, including the collision of a derailed Amtrak train or any part thereof beyond the Commonwealth's railroad right-of-way.

"Amtrak-Assumed Property" means:

- (i) the property of any Amtrak-Assumed Individual;

- (ii) any locomotive, passenger car, or any other property or equipment owned by, leased to, used by or otherwise in control, custody, or possession of Amtrak (except that Amtrak's dispatching of trains, which trains are not otherwise in control, custody, or possession of Amtrak, by itself shall not be deemed to place such trains into Amtrak's control, custody, or possession); and
- (iii) property of parties other than Amtrak and VPRA, to which damage is caused by fuel oil which is demonstrated to have spilled from an Amtrak engine and for fuel oil which is demonstrated to have spilled by Amtrak's employees, agents, or contractors (but excluding CSXT) while fueling an Amtrak train.

“Commonwealth-Introduced Individual” means any employee, invitee, or agent of the Commonwealth or the Commonwealth's contractor in the course of his employment or agency, except when such employee, invitee, or agent is a fare-paying passenger of Amtrak.

“CSXT Indemnitees” means CSXT, any Affiliate of CSXT, and any of the officers, directors, shareholders, employees, agents, successors, or assigns of such entities.

III. INCLUSION IN SUBCONTRACTS

Design-Builder agrees to have the foregoing terms flow down to each subconsultant agreement and lower tier subcontract issued under the Design-Build Agreement, modified only to identify the subconsultant or subcontractor that will be subject to the provisions.

EXHIBIT B: Project Information

EXHIBIT C: Performance and Payment Bonds

FORM OF PERFORMANCE BOND

BOND NO. _____

PENAL SUM: \$[●]

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Virginia Passenger Rail Authority (“Owner”) has awarded to [●], a [●] duly organized and existing under the laws of the State of [●] (“Design-Builder”) a contract (“Contract”) for the [●] (“Project”) dated [●]; and

WHEREAS, one of the conditions of the Contract is that Design-Builder provide this duly executed instrument (“Bond”).

NOW THEREFORE, We, the undersigned Design-Builder and [●], a corporation duly organized and existing under and by virtue of the laws of the State of [●] and authorized to transact business as a surety within the Commonwealth of Virginia (“Surety”), are held and firmly bound unto Owner, as obligee, and its successors and assigns in the sum of [●], lawful money of the United States of America, for the payment of which, well and truly be made to Owner, Design-Builder and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Any reference to the “Surety” in this Bond shall be read as a reference to the Co-Sureties and each of them on the basis of such joint and several liability.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. If Design-Builder shall at all times promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of Design-Builder arising thereunder in strict accordance with the terms and conditions of the Contract, including the matter or infringement, if any, of patents or other proprietary rights, and all guarantees and warranties, including the guarantee and warranty periods, established by the Contract, and comply with all of the covenants therein contained, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless Owner from all costs and damages which it may suffer by reason or failure so to do, and shall fully reimburse and repay Owner all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then Surety’s obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.

3. This Bond shall cover the cost to perform all the obligations of Design-Builder arising out of or required under the Contract, and the obligations covered by this Bond specifically include Design-Builder's liability for liquidated damages as specified in the Contract.

4. Whenever Design-Builder shall be, and is declared by Owner to be in default under the Contract, the Surety shall within thirty (30) days of receipt of a letter from Owner in the form set forth in Schedule A:

- (a) remedy such default; or

- (b) submit to Owner a proposed plan to procure a new contractor using a delivery method and process acceptable to Owner, and thereafter tender to Owner a proposed contract procured using the Owner-accepted procurement process for completion of the Contract by a contractor acceptable to Owner, secured by performance and payment bonds issued by a qualified surety, combined with payment to Owner of the amount of damages in excess of the remaining Contract balance incurred by Owner as a result of the default, including costs of completion; or

- (c) waive the Surety's right to remedy such default or submit to Owner a proposed plan to procure a new contractor and with reasonable promptness under the circumstances, make payment of the full penal sum of the bond to Owner.

5. In the event that Surety disputes its liability under this Bond, which includes any allegations of fraud, such dispute shall be determined in the first instance in accordance with the dispute resolution process ("DRP") attached hereto as Schedule B. If Surety fails to make an election within the thirty (30) days set forth in paragraph 4 of this Bond, then the claim shall be deemed to be in dispute for purposes of this paragraph. A Decision, as defined in Schedule B, shall be rendered within thirty (30) days of the Adjudication Commencement Date, or as otherwise extended pursuant to the DRP. The Decision shall be binding on the Surety, Design-Builder, and Owner as to their respective rights and obligations under this Bond but subject to each party's right to commence a de novo appeal of the Decision to a court of competent jurisdiction at any time. The parties shall immediately begin to comply with the Decision and the terms of this Bond until the Final Completion Date under the Contract notwithstanding of, and during, any appeal de novo of the Decision and unless or until such time as a court of competent jurisdiction issues a final order or ruling vacating or modifying the Decision, either in whole or in part, at the conclusion of any de novo appeal of the Decision (the "Obligation to Comply with the Decision"). Surety's costs to fulfill its Obligation to Comply with the Decision is limited to the penal sum of the Bond.

6. The parties acknowledge that the Obligation to Comply with the Decision is of the essence of the Bond, and the parties agree that Surety's failure to fulfill its Obligation to Comply with the Decision will cause irreparable harm to Owner and Design-Builder. Accordingly, Surety waives and releases any right it may have to initiate any action in court seeking a stay of its obligations arising pursuant to the Decision or seeking a stay of enforcement of the Decision.

Surety's only recourse to court processes in connection with the Decision is to file for a de novo appeal of the Decision while continuing to fulfill its Obligation to Comply with the Decision. In any such de novo appeal or in any action seeking enforcement of the Decision, the Surety (a) waives any right to file for an interim stay of its obligations arising pursuant to the Decision or to seek a stay of enforcement of the Decision, (b) waives any right to object to or contest an action brought to enforce specific performance of Surety's obligations arising pursuant to the Decision and waives all defenses in such an action, and (c) consents to an order or ruling directing and requiring Surety to perform its obligations arising pursuant to the Decision, and that an action for such an order or ruling may be sought on an expedited (emergency) basis under the rules of the court. The parties' Obligation to Comply with the Decision does not alter any party's right to pursue a de novo appeal of the Decision in a court of competent jurisdiction.

7. On the day following the Final Completion Date ("Step-Down Date"), the Penal Sum of [●] shall automatically be reduced to [●], with the understanding that such reduced Penal Sum shall be the aggregate liability of the surety and shall only be applicable to any claims submitted, or suits, or actions brought, after the Step-Down Date. For the avoidance of doubt, the entire Penal Sum of [●] is subject to any claims submitted, or suits or actions brought, against the Bond prior to the Step-Down Date; *provided, however*, that notwithstanding anything to the contrary herein, Surety's aggregate liability hereunder shall in no event exceed the Penal Sum of [●].

8. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Design-Builder of the Contract, or this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

9. Correspondence or claims relating to this Bond shall be sent to Surety at the following address: [●]

10. Schedules A and B are an integral part of this Bond and are specifically incorporated herein as if set out in full in the body of this Bond.

11. If any provision of this Bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

12. Any provision in this Bond which conflicts with applicable laws, regulations, and ordinances, shall be deemed modified to conform to applicable laws, regulations, and ordinances. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

13. ***[Note: Use in case of multiple sureties (“Co-Sureties”) or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single “Lead Surety” with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to the Lead Surety and shall be deemed served upon all Co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety is [●].

[Signature Page Follows]

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____ 20____.

DESIGN-BUILDER (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

SURETY (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (*e.g.*, an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

**SCHEDULE A
FORM OF DEMAND**

Date

Re: Performance Bond No.: [____] (the “Bond”)

Principal: [_____] (the “Principal”)

Obligees: Virginia Passenger Rail Authority (the “Obligee”)

Contract: The Design-Build Contract, dated [_____] between the Principal as Design-Builder and the Virginia Passenger Rail Authority for the [●] Project (the “Contract”)

Dear Sir:

Pursuant to the Bond, the Obligee hereby certifies that:

1. the Principal is and continues to be in default of the Principal’s obligations under the Contract;
2. the Obligee has issued a notice of default to the Principal in accordance with the provisions of the Contract; and
3. the Obligee has honored and will continue to honor and perform in all material respects its obligations under the Contract.

We hereby demand that the Surety honor its obligations under the Bond forthwith.

The Obligee acknowledges that if the Surety intends to dispute its liability pursuant to the Bond, then the parties shall proceed immediately with the DRP set forth in Schedule B.

Yours truly,

Virginia Passenger Rail Authority

By: _____

Name:

Title:

SCHEDULE B DISPUTE RESOLUTION PROCESS

Given the on default nature of the Bond, the Principal, the Surety and the Obligees acknowledge that they may not agree whether the Surety is liable to perform or make payment pursuant to the Bond. To ensure that such disputes are determined quickly so as to allow for the orderly and timely completion of the Contract, the Principal, the Surety and the Obligees agree to submit such disputes to the dispute resolution process set out below. Terms not defined herein shall have the meaning ascribed to them in the body of the Bond. The parties acknowledge that any decision rendered in the dispute resolution process (an "Award") will be binding, but subject to appeal de novo by any party at any time to a court of competent jurisdiction.

1. "Dispute" means a disagreement as to the Surety's liability pursuant to the Bond following an Obligees Demand.
2. Disputes arising out of or in connection with the Bond shall be submitted for binding resolution to adjudication (the "Adjudication") administered by JAMS – The Resolution Experts! ("JAMS") in accordance with the procedure set out below. The JAMS' Dispute Resolution Rules for Surety Bond Disputes, effective as of the effective date of the Bond shall apply to the resolution of any Dispute unless modified by the provisions herein, in which case, the provisions of this Bond shall govern.
3. The Surety or the Obligees shall demand Adjudication by filing an Adjudication statement electronically with JAMS, and serving electronic copies by email upon the Principal and the Obligees, utilizing the electronic forms and filing directions provided by JAMS on its website at www.jamsadr.com. The Adjudication statement shall set forth in detail the factual and legal issues submitted for Adjudication and shall be sent no later than 10 days following the Obligees Demand.
4. Within three (3) Business Days after the Adjudication statement is filed and served, the parties shall appoint an adjudicator (the "Adjudicator") who shall be a panelist on the JAMS Global Engineering & Construction Panel ("JAMS GEC Panel") of dispute adjudicators. JAMS shall appoint an Adjudicator administratively from the JAMS GEC Panel if the parties fail to appoint an Adjudicator within the three day period. The Adjudicator shall be under a duty to act impartially and fairly and shall serve as an independent neutral.
5. The Adjudication shall commence on the date that JAMS receives the Adjudication statement and initial deposit of funds, and confirms the appointment of the Adjudicator (the "Adjudication Commencement Date"). Unless the Adjudicator decides otherwise, the Principal, the Surety and the Obligees shall pay the final fees and expenses of Adjudication in accordance with the provisions set forth in the Contract governing the payment of fees and expenses of dispute resolution. In an Adjudication in which the Adjudicator determines that the Principal and Surety are aligned with the same commonality of interest against the Obligees, the Principal and Surety jointly shall be charged with one share and the Obligees will be charged with one share. Should any party fail to deposit funds as required by JAMS, any other party

may advance the deposit, and the amount of that advance deposit will be taken into consideration in the Adjudicator's decision.

6. Upon commencement of the Adjudication, the Adjudicator is empowered to take the initiative in ascertaining the facts and the law, and to exercise sole discretion in managing the Adjudication process. Among other things, the Adjudicator may require the parties to make additional factual submissions such as sworn witness statements and business documents, may interview important witnesses after notice to the parties and affording opportunity to attend, may request and consider expert reports and may call for memoranda on legal issues. Notwithstanding the foregoing, the Adjudicator must decide the following questions:
 - a. Is the Principal in default of the Principal's obligations under the Contract?
 - b. Is the Surety liable to perform in accordance with Paragraph 4 and/or 5 of the Bond?
7. The Adjudicator shall issue a written decision (the "Decision") which shall be binding upon and enforceable by the parties through the completion of the Principal's obligations under the Contract, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. Any payment required in the Decision shall be made immediately. The Decision shall be issued through JAMS as soon as practicable but in no event later than thirty (30) calendar days of the Adjudication Commencement Date or within any later time agreed upon by the parties. Unless the parties agree otherwise, the Decision shall state reasons therefore and shall be admissible in later administrative, arbitral or judicial proceedings solely concerning Surety's liability pursuant to the Bond between the parties.
8. This 30 calendar day period also may be extended by the Adjudicator in its sole discretion up to 14 days in the event that JAMS has requested any party to make an additional fee and expense deposit and such funds have not been deposited as requested or advanced by another party.
9. Any party may request clarification of the Decision within five (5) business days after issuance, and the Adjudicator shall endeavor to respond within an additional five (5) business days, and, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. any payment shall be made immediately thereafter. Unless the parties agree otherwise, the Decision shall state reasons therefore and shall be admissible in later administrative, arbitral or judicial proceedings between the parties. The parties shall comply with the Decision, unless and until subsequently vacated or modified, through the completion of the Principal's obligations under the Contract.
10. Upon any settlement by the parties of the Dispute prior to issuance of a Decision, the parties shall jointly terminate the Adjudication. Such removal or termination shall not affect the parties' continuing joint and several obligations for payment to JAMS of unpaid fees and expenses.

If the Decision is that the Surety is liable to perform in accordance with Paragraphs 4 and 5 of the Bond, then notwithstanding the commencement of any appeal de novo of the Decision, the Surety shall perform in accordance with the Decision and with the terms of the Bond until the Principal's Obligations under the Contract are completed, but not to exceed the penal sum of the Bond.

FORM OF PAYMENT BOND

BOND NO. _____

BOND AMOUNT: \$[●]

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Virginia Passenger Rail Authority (“Owner”) has awarded to [●], a [●] duly organized and existing under the laws of the State of [●] (“Design-Builder”) a contract (“Contract”) for the [●] Project (“Project”) dated [●]; and

WHEREAS, one of the conditions of the Contract is that Design-Builder provide this duly executed instrument (“Bond”).

NOW THEREFORE, We, the undersigned Design-Builder and [●], a corporation duly organized and existing under and by virtue of the laws of the State of [●] and authorized to transact business as a surety within the Commonwealth of Virginia (“Surety”), are held and firmly bound, jointly and severally, unto Owner, as obligee, and its successors and assigns, in the sum of [●], lawful money of the United States of America, for the payment of which, well and truly be made to Owner and Claimants, Design-Builder and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. If Design-Builder shall: (a) make payments of all sums due to all persons and entities having a direct contract with Design-Builder, or a direct contract with a subcontractor having a direct contract with Design-Builder, for supplying labor, material, and/or supplies used directly or indirectly by Design-Builder in the prosecution of the Work provided in the Contract (such persons and entities hereinafter referred to collectively as “Claimants”); and (b) shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Design-Builder’s failure to fulfill its obligations to Claimants under clause (a) above, including but not limited to, fully reimbursing and repaying Owner reasonable counsel fees incurred as a result of any action arising out of or in connection with any such failure, then Surety’s obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.

3. All Claimants shall have a direct right of action only against Surety and Contractor under this Bond; *provided, however*, that no claim, suit or action shall be brought by any Claimant after the expiration of one (1) year following the date on which Claimant last performed labor or

last furnished or supplied materials to the Project. Any suit or action must be brought in a state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

4. Any Claimant who does not have a direct contractual relationship with Contractor shall, as a condition precedent to bringing such claim, suit or action, provide written notice thereof to Contractor, Surety, and Owner, no later than ninety (90) days from the date Claimant last supplied labor or materials, stating with substantial accuracy the amount claimed, the name of the person for whom the work was performed or to whom the material was furnished, and the dates on which such labor or materials were supplied.

5. Surety shall, after receipt of reasonable notice to Surety of any claim, demand, suit or action brought against Owner by a Claimant, defend, with counsel approved by Owner, indemnify and hold harmless Owner from any and all claims, demands, suits or actions brought by any Claimant. Owner shall have a direct right of action against Surety and Contractor for any breach by Surety of its obligation to defend, indemnify and hold harmless Owner.

6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Contractor of the Contract, or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of Claimants otherwise entitled to recover under this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

7. Surety acknowledges that the amounts owed to Contractor under the Contract shall first be available for the performance of the Contract, including Owner's superior right to use the funds due for the completion of the Work, and then may be available to satisfy claims arising under this Bond. Owner shall not be liable for the payment of any costs or expenses or claims of any Claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of, any Claimant.

8. Any provision in this Bond which conflicts with applicable laws, regulations and ordinances shall be deemed modified to conform to applicable laws, regulations and ordinances.

9. Contractor or Owner shall furnish a copy of this Bond or permit a copy to be made upon request by any person or entity who may be a Claimant as defined above.

10. ***[Note: Use in case of multiple sureties ("Co-Sureties") or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single, "Lead Surety" with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner and Claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner and Claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated Lead Surety and service of such correspondence or notice upon the Lead Surety shall constitute service upon all co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by

certified mail, return receipt requested) to Owner designating a single new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety shall be [●].

11. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

[Signature Page Follows]

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____ 20____.

DESIGN-BUILDER (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

SURETY (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (*e.g.*, an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

EXHIBIT D: Forms

FORM A

**ACKNOWLEDGMENT OF RECEIPT OF RFQ,
ADDENDA, AND RESPONSES TO QUESTIONS**

(Name of Respondent)

We hereby acknowledge receipt of RFQ No. 1-001-23-0002 for the South Package of the Long Bridge Project dated June 30, 2023, subsequent amendments, and responses to questions issued by VPRA.

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<u>Response to Questions No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

(Signed) _____ (Date) _____

(Printed or Typed Name) _____

(Title) _____

FORM B

RESPONDENT'S ORGANIZATION INFORMATION

RESPONDENT (INDIVIDUAL FIRM/JOINT VENTURE / PARTNERSHIP/OTHER)			
Name of Entity and State of Organization (if applicable):			
Address:			
NAME(S) OF ORGANIZATION MEMBER(S)			
Company Name	Address/Phone & E-mail	State of Organization:	% Share of Equity Interest
Principal Participant(s)			
Lead Designer			
IDQM Firm(s)			

FORM C

LEGAL AND DISPUTES HISTORY

Name of Respondent: _____

Firm Name: _____

Provide the following information. Use additional pages as needed.

Legal Issues to be resolved:

Identify any legal issues that must be resolved by Respondent, any Principal Participant, the Lead Designer (if not a Principal Participant), or IDQM firm(s) to permit Respondent to carry out its obligations if awarded the DBA. **if there are no such legal issues, affirmatively state that there are none.**

Virginia Passenger Rail Authority

Dispute Resolution Proceedings:

Provide a list of all litigation, arbitration, mediation, dispute review board or other alternative dispute resolution proceedings, each involving amounts in excess of \$250,000 and related to performance in which any Principal Participant, Lead Designer (if not a Principal Participant) or IDQM has been involved during the past 5 years. For Principal Participants, the projects listed shall only be those initiated by or against a project owner. For the Lead Designer and IDQM, identify only those projects by or against (i) project owners or (ii) contractors, where the Lead Designer or IDQM was engaged to perform design/engineering services for a project (e.g., design-build projects). State whether each proceeding was resolved against the firm or its insurers/sureties or resulted in reduction in compensation to the firm. Additionally, provide this information for any unresolved, outstanding proceedings.

List	Owner Initiated Proceedings (Y/N)	Resolution/Outcome	Indicate if Unresolved or Outstanding	Current Owner Contact Name, Phone & E-mail.

Liquidated Damages:

Describe any assessment of liquidated damages against any Principal Participant over the past 5 years. Describe the causes/reasons for the assessment and the amounts assessed. Describe any outstanding damage claims by or damages due and owing to any owner/agency.

Project Name	Cause of Delay(s)	Amount Assessed	Describe Outstanding Damage Claims by Any Owner	Current Owner Contact Name, Phone & E-mail.

Virginia Passenger Rail Authority

Termination for Cause:

Describe the conditions surrounding any contract (or portion thereof) entered into by any Principal Participant, Lead Designer (if not a Principal Participant), or IDQM over the past 10 years that has been terminated for cause, or which required completion by another party. Describe the reasons for termination and the amounts involved, and claims lost or won regarding the termination.

Project	Describe Reason for Termination	\$ Amount Involved/ Claims Lost or Won	Current Owner Contact Name, Phone & E-mail.

Disciplinary Action:

Explain any disciplinary action taken against any Principal Participant, Lead Designer, or IDQM within the past 5 years, including suspension from the right to propose/bid or removal from any Respondent/bid list.

Project	Describe Action Taken	Current Owner Contact Name, Phone & E-mail.

FORM D

PRINCIPAL PARTICIPANT AND LEAD DESIGNER CERTIFICATION

Complete for each Principal Participant and the Lead Designer.

1. Has the firm or any other officer or director thereof been indicted or convicted of bid, procurement, fraud or other contract related crimes or violations or any felony or serious misdemeanor within the past five years? If yes, describe.

2. Has the firm ever sought protection under any provision of any bankruptcy act? If yes, describe.

3. Has the firm ever been debarred or suspended from performing work for the federal government or any state or local government? If yes, describe.

(Must be signed by an authorized representative of each
Principal Participant and the Lead Designer)

Firm: _____

By: _____

Title: _____

Name of Respondent: _____

Form E

CONFLICT OF INTEREST DISCLOSURE

Respondent Name: _____

Disclose any actual or potential conflict of interest under VPRA's Organizational Conflict of Interest Policy. If no actual or potential conflict of interest exists, state as such.

Authorized Signature*: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20__

Notary Public _____

My commission expires: _____

* If Respondent is not organized as an organization or is a Joint Venture, partnership, or any form of consortium, then an authorized representative of each Principal Participant must sign this Affidavit.

FORM F

SAFETY QUESTIONNAIRE

Respondent's Name: _____

Firm Name: _____

1. Provide the following information for the preceding three years:

Item	2020	2021	2022
Employee hours worked (Do not include non-work time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			
Average Total Recordable Injury/Illness Rate			
Average Lost Work Rate			

2. Are internal accident reports and report summaries sent to management? To what levels and how often?

Position	No	Yes	Monthly	Quarterly	Annually

3. Do you hold site meetings for supervisors? Yes _____ No _____

How Often?

Weekly _____ Bi-Weekly _____ Monthly _____ Less often, as needed _____

4. Do you conduct Project Safety Inspections? Yes _____ No _____

By Whom? _____

How Often?

Weekly _____ Bi-Weekly _____ Monthly _____

Virginia Passenger Rail Authority

5. Does the firm have a written Safety Program? Yes _____ No _____

6. Does the firm have an Orientation Program for new hires?

Yes _____ No _____ If yes, what safety items are included?

7. Does the firm have a program for newly hired or promoted foremen?

Yes _____ No _____ If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
On-site Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

8. Does the firm hold safety meetings which extend to the laborer level?

Yes _____ No _____

How often? Daily _____ Weekly _____ Bi-Weekly _____ Less often, as needed _____

9. Describe the firm's approach to safety training for employees, including how new hires are trained, when training is conducting for a project, and how often employees are required to attend safety training:

Virginia Passenger Rail Authority

10. Provide the safety record on the last Project to which the indicated Key Personnel were assigned:

Key Person	Total hours worked by all employees on Project	Number of lost workday cases on Project	Number of restricted workday cases on Project	No. of cases with medical attention only on Project	No. of fatalities on Project
Project Manager					
Construction Manager					
Safety Manager					

11. OSHA Violations

Provide information on any Occupational Safety and Health Administration (OSHA) citations and assessed penalties against the Principal Participants for any violations of its safety or health regulations in the past five (5) years.

Citation/Incident Number	Description/Disposition

Submit a copy of OSHA Form 300a for each of the last three years.

FORM H

PROJECT EXPERIENCE DESCRIPTION

Name of Respondent: _____

Firm Name (Entity that participated on the project):
Project name, location, description, and nature of work for which company was responsible:
Identify named Key Personnel who worked on the project:
Describe the project, key risks, and challenges:
Name of Client (Owner/Agency, Contractor, etc.):
Address: _____
Contact Name: _____
Telephone: _____
Owner's Project or Contract No.: _____
E-mail: _____
Initial Contract Value (US\$): _____
Final Value (US\$): _____
Delivery Method (e.g., DBB, DB, CM/GC, PDB): _____
Percent of Total Work Performed by Company: _____
Commencement Date: _____
Planned Completion Date: _____
Actual Completion Date: _____
Amount of Claims: _____ Any Dispute Proceedings? Yes* ___
No ___
*If yes, describe on a separate sheet.

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FORM I

KEY PERSONNEL

Name of Respondent: _____

Key Personnel Position	Name of Individual	Years of Experience	Education and Registrations	Employer Name	Reference Name, Title, Phone Number, and E-mail Address*
Project Manager		____ years managing similar projects ____ years of alternative delivery experience			1. 2. 3.
Design Manager		____ years of managing or performing design for similar projects ____ years of managing or performing design for alternative delivery projects			1. 2. 3.
Construction Manager		____ years managing construction of similar projects ____ years providing constructability reviews of designs ____ years of alternative delivery experience			1. 2. 3.
Quality Manager		____ years of quality management experience for			1.

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		similar projects			2. 3.
Independent Design Quality Manager Director		___ years of experience in the analysis and design of highways and bridge structures.			1. 2. 3.
Structures Design Manager		___ years of demonstrated experience in bridge engineering, design and analysis, including projects of similar size, type of work, and complexity as this Project. ___ years of alternative delivery experience			1. 2. 3.
Geotechnical Design Manager		___ years of experience including planning and overseeing subsurface exploration programs for bridge structures and roadways, including projects of similar size, type of work, and complexity as this Project. ___ years of alternative delivery experience			1. 2. 3.
Environmental Compliance Manager		___ years overseeing environmental compliance for similar projects			1. 2. 3.

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Third-Party Coordinator		___ years of third-party management for similar projects ___ years of alternative delivery experience			1. 2. 3.
Public Information Coordinator		___ years of public information management for similar projects ___ years of alternative delivery experience			
Safety Manager		___ years managing safety for similar types of construction work			1. 2. 3.
Additional Value Personnel # 1		___ years of relevant experience			1. 2. 3.
Additional Value Personnel # 2		___ years of relevant experience			1. 2. 3.

*Provide at least two (2), but no more than three (3), references for each position.

KEY PERSONNEL COMMITMENT:

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Respondent affirms that the Key Personnel identified above are available for the Project and will commit the time necessary to fulfill the duties and responsibilities of the Key Personnel position. In the event that any identified Key Personnel cannot meet such commitment, VPRA will be damaged. Due to the imprecise nature of the damages, Respondent, if chosen as the Design-Builder for the Project, may be subject to liquidated damages as provided in the Design-Build Agreement due to the failure to commit identified Key Personnel to the Project. Respondent may not substitute or remove identified Key Personnel throughout the duration of this procurement, except as otherwise specified in Section 45.5.1 of the RFQ. The following must be signed by an authorized representative of Respondent. If Respondent has not been formed as of the date of submission of the SOQ or is a consortium, partnership or any type of Joint Venture, an authorized representative of each Principal Participant must sign below. Use additional forms as necessary.

By: _____

Name: _____

Title: _____

Entity Name: _____

FORM K

AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner in the partnership (if the Respondent is a partnership), an equity member of the Respondent (if the Respondent is a joint venture), or an officer or employee of the Respondent corporation having authority to sign on its behalf (if the Respondent is a corporation);
2. That the attached SOQ submitted in response to the Long Bridge South Package Project Design Build Request for Qualifications has been arrived at by the Respondent independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other provider of materials, supplies, equipment or services described in the RFQ, designed to limit fair and open competition;
3. That the contents of the SOQ have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent and will not be communicated to any such persons prior to the SOQ due date; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature[†]: _____

Date: _____

Respondent's Firm Name:

Respondent's Federal Employer Identification Number:

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) (if Respondent does not have an EIN, then the EIN for each Principal Participant)

[†] If Respondent is not organized as an organization or is a Joint Venture, partnership, or any form of consortium, then an authorized representative of each Principal Participant must sign this Affidavit.

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Subscribed and sworn to me this _____ day of _____, 20__

Notary Public _____

My commission expires: _____

FORM L

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Respondent/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature: _____

Name: _____
(Print)

Title: _____

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NOTE: CONTRACTORS ARE REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

FORM M

RESPONDENT'S CLARIFICATION REQUEST

Respondent's Name: _____

RFQ Section No. or Form	Question

FORM N

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF RESPONDENT: _____

Pursuant to Va. Code § 33.2-299.7, Respondents may request VPRA to keep confidential trade secrets or confidential proprietary information, not publicly available, provided by a private person or entity pursuant to a promise of confidentiality where if such information were made public, the financial interest of the private person or entity could be adversely affected.

For such information to be excluded from disclosure requirements under the Virginia Freedom of Information Act, Respondent shall make a written request to VPRA:

- (1) invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;
- (2) identifying the data or other materials for which protection is sought; and
- (3) stating the reasons why protection is necessary.

The written notice must specifically identify the data or materials to be protected including the section of the SOQ in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire SOQ document as proprietary or trade secrets is not acceptable. VPRA will make the final determination of the appropriate scope and nature of the protection afforded to the requested records.

SOQ SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

APPENDIX 1

Definitions

Capitalized terms used in this RFQ have the following meanings:

Affiliate	With respect to an entity referenced in this RFQ: a) Any Person that directly or indirectly controls, or is controlled by, or is under common control with, such entity; and b) Any other Person that owns 20% or more of the entity's equity interest.
Authorities Having Jurisdiction (AHJs)	Third party agencies that have jurisdiction over any portion of the Project.
Conceptual Design	The preliminary design of the Project prepared by VPRA that will be provided to the Design-Builder.
Contract Documents	The documents that will comprise the entirety of Design-Builder's and VPRA's obligations with respect to the Project, including the DBA and Technical Provisions.
Contract Price	Design-Builder's lump-sum price to complete the Work.
Commonwealth	The Commonwealth of Virginia.
Design-Build Agreement	The written agreement that has been fully executed between VPRA and the Design-Builder containing the terms and conditions governing the Work and all attachments thereto.
Design-Builder	The Person selected pursuant to the RFP, which enters into the Design-Build Agreement with VPRA to design and construct the Project.
Design-Build	A project delivery methodology in which the project owner contracts with a single firm that has responsibility for the design and construction of a project.
Designated Contact	The individual designated by a Respondent as the point of contact for communications with VPRA during the procurement.
DOT Component	The division, office, or mode within the USDOT awarding Federal financial assistance. This includes the FTA and FRA .
Evaluation Team	The individuals who will perform the evaluation and scoring of SOQs and Proposals.
Guarantor	A Person that guarantees the financial and performance obligations of Design-Builder.
Independent Design Quality Manager (IDQM)	An engineering firm with no contractual relationship with the Lead Designer or any subconsultant to the Lead Designer, retained by the Design-Builder to review design elements, as specified in greater detail in this RFQ.
Independent Quality Assurance (IQA)	All actions performed by VPRA to verify that the design complies with the Contract Documents, including review and comment on the Design, working with the Design-Builder and IDQM to resolve design comments, and other checks VPRA performs on the Design.

Joint Venture	A combination of two or more Persons for the purposes of undertaking the design and construction of the Project. A Joint Venture is not, itself, a distinct business entity, but may be comprised of a combination of business entities and/or individuals. If a Joint Venture is the successful Proposer, then joint venturers must each be a signatory to the DBA and must agree to be jointly and severally liable for the performance thereof.
Key Personnel	The individuals specified in <u>Section 5.5.1</u> of this RFQ.
Lead Designer	The firm that leads the team performing the design of the Project. A Lead Designer may be either a Principal Participant or Subcontractor.
North Package	The northern portion of the Long Bridge project that will be separately procured and delivered.
Organizational Conflict of Interest Policy	VPRA's policy governing conflicts of interest, as described further in <u>Section 1.6</u> of the RFQ.
Person	Any individual, firm, corporation, company, joint venturer, voluntary association, partnership, trust, or unincorporated organization, or combination thereof.
Point of Contact	VPRA's single point of contact for the procurement of this Project, identified in <u>Section 1.4</u> of this RFQ.
Principal Participant	Any of the following entities: the Respondent; individual firms (e.g., corporation, limited liability company, limited liability partnership), general partners, or Joint Venture members of the Respondent; and/or all Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Respondent.
Procurement Rules	The rules of procurement adopted by VPRA that govern VPRA's procurements, available at: Procurement-Rules.pdf (vapassengerrailauthority.org)
Procurement Schedule	The schedule for this procurement detailed in <u>Section 2.1</u> .
Project	The South Package of the Long Bridge project.
Proposal	The response to the RFP submitted by a Proposer.
Proposer	A design-build entity that submits a Proposal in response to the RFP. Where context dictates, Proposer shall also mean a potential Proposer.

Quality Acceptance	For the Design, all services provided by the IDQM to verify conformance of the design with the Contract Documents and the resolution of comments on the Design. For Construction Work, all planned and systematic actions performed by VPRA to ensure that all Construction Work complies with the requirements of the Contract Documents and that all materials incorporated in the Work, all equipment used, and all elements of the Work will perform satisfactorily for the purpose(s) intended. Actions include specification reviews, document control reviews, and working plan reviews; construction inspection; materials sampling and testing at the production site and the Project site; oversight of manufacturing/processing facilities and equipment; oversight of on-site equipment; calibration of test equipment; acceptance or rejection of material; and documentation of all activities.
Quality Control (QC)	The total of all activities that are performed by the production staff of the Design-Builder, Lead Designer, Subcontractors, producers, or manufacturers to ensure the Work meets the requirements of the Contract Documents. QC may include design reviews and checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; production process control; any inspection, sampling, and testing done for these purposes; and documentation of QC activities.
Quality Plan	Design-Builder's plan detailing its approach to design and construction quality management for the Work.
Request for Proposals (RFP)	The request for the submission of Proposals by Shortlisted firms interested in serving as Design-Builder for the Project.
Request for Qualifications (RFQ)	This request for the submission of Statements of Qualification from entities interested in serving as Design-Builder for the Project.
Respondent	A design-build entity that submits a SOQ in response to this RFQ. Where dictated by context, Respondent shall also mean potential Respondent. A Respondent may only be a full team or entity capable of performing all services necessary to design and construct the Project.
Shortlist	The shortlist of Respondents named after evaluation of the SOQs submitted in response to this RFQ.
<u>Small Business</u>	<u>A firm certified as a small business by the Department of Small Business and Supplier Diversity (DSBSD). This shall also include DSBSD-certified women-and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they also hold a DSBSD certification as a small business.</u>
South Package	The southern portion of the Long Bridge project, as described in greater detail in the RFQ. The South Package is the work that is the subject of this procurement.

Statement of Qualifications (SOQ)	The submission by a Respondent in response to this RFQ.
Stipend	A payment by VPRA to a Proposer as compensation for its work product (Proposal and inclusive of any ATCs), under certain conditions, as part of this procurement.
Stipend Agreement	A legal agreement that the Stipend-Eligible Proposer must enter into and execute with VPRA in order to receive the Stipend payment.
Stipend-Eligible Proposer	A Proposer who is responsive in meeting all RFP compliance requirements by submitting a compliant and complete technical and price Proposal for consideration by the VPRA, who meets the requirements and limitations set forth in the Stipend Agreement in the RFP and who has executed the Stipend Agreement. A Stipend Eligible Proposer does not include (i) the Proposer selected for award and which executes a Design-Build Agreement with VPRA or (ii) the Proposer selected for award that cannot satisfactorily fulfill their obligations and meet the conditions to execute the Design-Build Agreement.
Subcontractor	A firm under contract with the Design-Builder or another Subcontractor to perform a specified portion of the Work. Subcontractor includes firms under contract at any tier to perform a specified portion of the Work.
Tangible Net Worth	The difference between the (i) the sum of paid-in capital stock plus preferred stock plus retained earnings, less (ii) the sum of treasury stock plus minority interest plus intangible assets, including goodwill, patents, and licenses, all determined in accordance with Generally Accepted Accounting Principles and as interpreted by the Securities and Exchange Commission in connection with financial statements filed pursuant to the Securities Exchange Act of 1934.
Technical Provisions	The portion of the Contract Documents that contains the technical requirements for the Project, including the performance-based and prescriptive specifications.
VPRA Website	VPRA's website on which VPRA posts information about its ongoing procurements, accessible at: https://vapassengerrailauthority.org/working-with-us/procurement/
Work	The efforts and services to be provided by the Design-Builder to complete its obligations under the Contract Documents.

APPENDIX 2

Representative List of Material Changes

List of Representative Material Changes:

- (a) An event of default or bankruptcy involving the affected entity, or an entity directly or indirectly controlling of the affected entity;
- (b) A change in Tangible Net Worth of 10% or more of shareholder equity;
- (c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition that in any way involves the affected entity or an entity directly or indirectly controlling the affected entity;
- (d) A downgrade in credit rating for the affected entity or an entity directly or indirectly controlling the affected entity;
- (e) Non-payment of any debt service when due;
- (f) Inability to meet material conditions of loan or debt covenants by the affected entity or an entity directly or indirectly controlling the affected entity, which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- (g) In the current and three most recently completed fiscal years, the affected entity or an entity directly or indirectly controlling the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of the workforce or involves the disposition of assets exceeding 10% of the then shareholder equity; or
- (h) Other events known to the affected entity that represent a material change in financial condition over the past three fiscal years or may be pending for the next fiscal year.