



**VIRGINIA RAILWAY EXPRESS
REQUEST FOR QUALIFICATIONS (RFQ)**

RFQ No.: 026-006

**L'ENFANT STATION AND 4TH TRACK IMPROVEMENTS
PROJECT**

Construction Manager/General Contractor Services

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Abbreviations and Acronyms

The following abbreviations and acronyms used in this document are defined in the below table.

RFQ Table : Abbreviations and Acronyms

Abbreviation/Acronym	Description
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
B.I.R.	Business Information Report
CFR	Code of Federal Regulations
CM	Construction Management
CMGC	Construction Manager/General Contractor
CSXT	CSX Transportation
DOT	Department of Transportation
DRPT	Department of Rail and Public Transportation
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
G&A	General and Administrative
GMP	Guaranteed Maximum Price
NVTC	Northern Virginia Transportation Commission
OPCC	Opinion of Probable Construction Cost
PRTC	Potomac and Rappahannock Transportation Commission
ROW	Right-of-Way
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
SUE	Subsurface Utilities Engineering
SWaM	Small, Women-Owned and Minority-Owned
SWPPP	Storm Water Pollution Prevention Plan
TET	Technical Evaluation Team
US	United States



Abbreviation/Acronym	Description
USDOT	United States Department of Transportation
VDOT	Virginia Department of Transportation
VRE	Virginia Railway Express (NVTC and PRTC)

Definitions

The following terms are used in this document and are defined in the below table.

RFQ Table : Definitions

Term	Definition
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ or RFP issued after the advertisement date of the RFQ or RFP.
Affiliate	Includes parent companies, subsidiary companies and partners (in the reporting entity), and other financially liable parties for that entity.
Closing Date	The SOQ due date in accordance with RFQ Section 2.1 or the Proposal due date (to be specified in the RFP).
CMGC Contract	The Preconstruction Services Contract with the potential for a subsequent Construction Contract for construction of the Project.
CMGC Services	The Work to be performed as part of the Preconstruction Services Contract and Construction Contract.
Construction Manager/ General Contractor (CMGC)	A project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project if a price agreement is reached. The contract for preconstruction services is awarded during the design phase, and, if a price agreement is reached for construction, a second contract for construction services will be executed.
Construction Contract	The written agreement between VRE and the Contractor setting forth the obligations of the parties with respect to the construction of the Project, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
Construction Phase	The construction phase of the CMGC process as further described in RFQ Section 1.3.3 .



Term	Definition
Contractor	The entity or team that is selected pursuant to this RFQ to enter into the Preconstruction Services Contract with VRE to provide technical services for the Project and given the opportunity to construct the Project through a Construction Contract. The Contractor shall perform no more than 10 percent of the construction Work, as measured by the cost of the work, with its own forces. The remaining 90 percent of the construction work, as measured by the cost of the work, shall be performed by subcontractors of the Contractor, which the Contractor shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable.
Designer	The designer of record as identified in <u>RFQ Section 1.8.2</u> .
Final Acceptance	Written confirmation by VRE that the Project has been completed in accordance with the Contract, with the exception of latent defects and warranty obligations, if any, and has been accepted.
Guaranteed Maximum Price	The compensation payable to the Contractor in performance of the construction of the Project, or portions of the Project.
Key Personnel	Individuals from the Offeror's organization, to be identified in the Offeror's Proposal, to fill the positions to be specified in the RFP.
Offeror	<p>The entity comprised of an individual, person, proprietorship, firm, partnership, limited liability partnership, professional corporation, limited liability company, business association, corporation, joint venture, combination thereof, or other legal entity however organized, that submits a SOQ in response to the RFQ and may be shortlisted and invited to submit a Proposal in response to the subsequent RFP to provide CMGC Services for the Project.</p> <p>Any newly formed Joint Venture or legal entity must submit a response to this RFQ/RFP that includes complete information for each member organization comprising the Joint Venture. If the Joint Venture or legal entity has already been formed and has an established performance history, the responses must be submitted as a single entity, provided all required information is available at the entity level.</p>
Preconstruction Phase	The first phase of the CMGC process as further described in <u>RFQ Section 1.3.2</u> .
Preconstruction Services Contract	The written agreement between VRE and the Construction Manager setting forth the obligations of the parties with respect to the performance of certain services during the design phase including, but not limited to, scheduling, cost estimating, subcontracting, and constructability reviews to assist VRE in the design of a more constructible Project.
Project	The proposed L'Enfant Station and 4 th Track Improvements Project.
Project Team	The Project Team is composed of VRE, the Designer, and the Contractor.
Proposal	The proposal submitted by the Offeror in response to the RFP, including any revisions thereto.
Request for Proposals (RFP)	A written solicitation issued by VRE seeking Proposals to undertake the Project to be used to identify the Offeror offering the best value to VRE. The RFP will be issued only to the shortlisted Offerors.



Term	Definition
Request for Qualifications (RFQ)	The written solicitation issued by VRE to identify shortlisted Offerors eligible to receive the RFP for the Project.
Statement of Qualifications (SOQ)	The information prepared and submitted by an Offeror in response to this RFQ.
Subcontractor/Subconsultant	A firm under contract with the Contractor or another Subcontractor/Subconsultant to perform a specific portion of the Work during the Preconstruction Phase or Construction Phase of the Project. Subcontractor/Subconsultants includes firms under contract at any tier to perform a specific portion of the Work, such as design professionals used during the Preconstruction Phase.
Website	The website for the Project procurement at: www.vre.org .
Work	The furnishing of labor, materials, equipment, and other incidentals necessary to, or convenient for the successful completion of, the preconstruction services and/or the construction of the Project and the carrying out of the duties and obligations required by the CMGC Contract.



1 INTRODUCTION TO RFQ

1.1 General

The Virginia Railway Express (“VRE”) invites Statements of Qualifications (“SOQs”) from entities (“Offerors”) wishing to provide Construction Manager/General Contractor (CMGC) Services for the L’Enfant Station and 4th Track Improvements Project (“Project”) through CMGC Contract(s) that includes a Preconstruction Services Contract, with the potential for a subsequent Construction Contract for construction of the Project.

VRE is issuing this Request for Qualifications (“RFQ”) as the first step of a two-step procurement process. VRE will evaluate qualifications based upon the identified evaluation criteria and will select those Offerors deemed most qualified based upon the identified evaluation criteria, as set forth herein this RFQ. The purpose of this RFQ is to establish a shortlist of no more than five (5) qualified Offerors to receive the Request for Proposals (“RFP”), which will be issued in the second phase of the procurement process. Shortlisting will be based on the SOQs provided by responding firms, as set forth herein. Following shortlisting, the procurement for the Project will proceed with the second step, issuance of an RFP, as further described in RFQ Section 1.3.1.

1.2 Purpose

The purpose of this Request for Qualifications (“RFQ”) is to solicit Statements of Qualifications (“SOQs”) from prospective Offerors to provide CMGC Services for the L’Enfant Station and 4th Track Improvements Project (“Project”) through CMGC Contract(s). VRE is using the CMGC project delivery methodology to initiate collaboration between, VRE’s Designer (“Designer”), and the selected Offeror (“Contractor”) beginning in the design phase.

The goal of this collaborative effort is to mitigate risk, optimize the schedule, streamline the design process, improve overall quality, and develop the Project such that it adheres to the budget. An important role of the Contractor, following award of the Preconstruction Services Contract, is to evaluate the constructability of the design concepts to reduce risks and costs in all phases with innovative approaches to meet budget goals. The Contractor’s involvement is expected to improve the overall constructability of the Project and to help optimize design elements that unnecessarily increase cost.

The purpose of this document is to solicit information, in the form of SOQs, which VRE will evaluate in order to select a shortlist of Offerors. The RFQ does not commit VRE to enter into a Preconstruction Services Contract or proceed with the procurement process described herein.

ONLY THE SHORTLISTED OFFERORS WILL BE ELIGIBLE TO SUBMIT PROPOSALS IN RESPONSE TO THE REQUEST FOR PROPOSALS (“RFP”) FOR THE PROJECT. VRE WILL SELECT NO MORE THAN FIVE (5) QUALIFIED, SHORTLISTED OFFERORS TO RESPOND TO THE RFP.

1.3 VRE Background and Key Components of the CM/GC Delivery Process

VRE is a commuter rail service linking the District of Columbia and Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) are transportation districts established under Virginia law and jointly own this service. An Operations Board consisting of members from each of the jurisdictions within the VRE service area governs the development and operation of VRE and serves as an advisory board to the NVTC and PRTC governing boards. Use of the term VRE in this RFQ refers to NVTC and PRTC.



VRE began operations in 1992 on two (2) lines, Fredericksburg and Manassas. In June 2025, VRE's Operations Board recommended adoption of System Plan 2050 providing both a long-range vision for 2050 service as well as a near-term implementable 2030 service plan, based largely on the expected infrastructure and rolling stock constraints in the 2030 decade, but also on the opportunities to increase service as a result of programmed VRE and Transforming Rail in Virginia (TRV) infrastructure projects expected to be complete by that time.

The primary mission of VRE is to provide commuter-oriented passenger rail service between the outlying suburbs and the Washington-Arlington-Alexandria urban core. Some tourists and "day-trippers" also ride the trains. The service is heavily oriented towards that core area in the morning peak and in the opposite direction in the evening peak.

1.3.1 Procurement Process

VRE will evaluate the SOQs received in accordance with RFQ Section 6.

When VRE has made a decision regarding a shortlist of Offerors, VRE will post the decision on its website at www.VRE.org. Announcement of the shortlist is expected by the date specified in RFQ Section 2.1.

Following the shortlisting of Offerors, VRE anticipates releasing an RFP to the shortlisted Offerors. VRE will evaluate the Proposals received in response to the RFP based on the evaluation criteria identified in the RFP and intends to select two (2) or more of the highest ranked Offerors for negotiations. The process will conclude with VRE approval and award of a Preconstruction Services Contract to the Offeror. Specific details concerning the RFP phase of the procurement and any modifications to the above will be set forth in the Project RFP documents.

1.3.2 Preconstruction Phase

The Preconstruction Services Contract will require the Contractor to provide all of the labor, materials, supervision, equipment, and other services necessary to perform the preconstruction phase services. During the Preconstruction Phase, the Contractor shall perform a "Construction Manager" role, serving as an advisor to VRE and the Designer to help advance the design for the Project in a manner consistent with the budget available for hard costs, construction management fees and general conditions, construction schedule and other requirements.

During the preconstruction phase, the Contractor shall provide value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction, materials, and other critical details. The design plans are currently at the 30% stage, and VRE anticipates an additional 24 months to achieve a 100% plan set.

The construction phase will commence after all necessary permits are obtained in the first quarter of calendar year 2028 and is anticipated to last approximately 24 to 36 months.

1.3.2.1 Opinion of Probable Construction Cost (OPCC)

The Contractor will be required to provide contractor quantity takeoffs and contractor Opinion of Probable Construction Cost (OPCC) at the 60% and 90% plan development milestones. The Contractor OPCCs must be developed using production-based estimating methodology (development of costs for construction crews, materials, and equipment based on production rates a contractor would use in constructing the Project), in accordance with the Open Book Cost Estimating Procedures defined in RFQ Appendix E.



At each plan milestone, VRE will also develop independent quantity takeoffs and independent OPCCs, using production-based estimating methodology (development of costs for construction crews, materials, and equipment based on production rates a contractor would use in constructing the Project), in accordance with the Open Book Cost Estimating Procedures defined in RFQ Appendix E. The independent OPCCs will be developed following the same estimating requirements and procedures as the Contractor. The purpose of having an independent OPCC is not to establish the lowest cost possible, but to have an independent OPCC that is a fair representation of the expected Project costs based on Project scope and associated risk.

1.3.2.2 Guaranteed Maximum Price (GMP)

Following the preconstruction services phase, the Contractor will provide a draft and final Guaranteed Maximum Price ("GMP") to construct the Project. The Contractor will provide VRE with a GMP Proposal based on the 100%/Permit/GMP Plan Set. Such GMP Proposal shall be based on competitive trade subcontractor bids.

The components of the GMP shall include:

- A. The total cost required for full and complete performance of the Work, in strict accordance with the Contract Documents. Work to be self-performed by the Contractor shall be designated as such.
- B. Construction Management (CM) Fee for the Contractor
- C. General Conditions

VRE will develop an independent OPCC at the draft and final GMP stage to be used for evaluating the acceptability of the Contractor's GMP.

If the final GMP is acceptable to VRE, the Contractor shall be awarded a separate Construction Contract and will become the "General Contractor" responsible for constructing the Project under the Construction Contract. The GMP shall be a contractual obligation.

If VRE and the Contractor fail to reach agreement on the GMP for the Construction Phase, VRE has the option to terminate the Preconstruction Services Contract and procure the construction of the Project by some other method. Although the Contractor may be selected, through the RFP process, as the incumbent for both preconstruction and construction services, the Contractor must submit an acceptable GMP proposal as a condition precedent to the award of a Construction Contract. As such, the Contractor is not guaranteed to receive a Construction Contract, and likewise services may be terminated at the completion of the Preconstruction Phase. Participating in the pre-construction services will create a conflict of interest and therefore the Contractor will be precluded from participating in future procurement opportunities should VRE elect not to proceed with construction services resulting from this procurement.

1.3.3 Construction Phase

If VRE accepts the GMP proposal and executes a Construction Contract, the Contractor shall provide all of the labor, materials, supervision, equipment, other services and methods of construction necessary to safely construct the Project in accordance with the Construction Contract, plans, and specifications, no later than the end of the period of performance for Substantial Completion.

The Contractor shall perform **no more than 10 percent** of the construction Work, as measured by the cost of the work, shall be performed by the Contractor with its own forces. The remaining 90 percent of the construction work, as measured by the cost of the work, shall be performed by subcontractors of the Contractor, which the Contractor shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable.

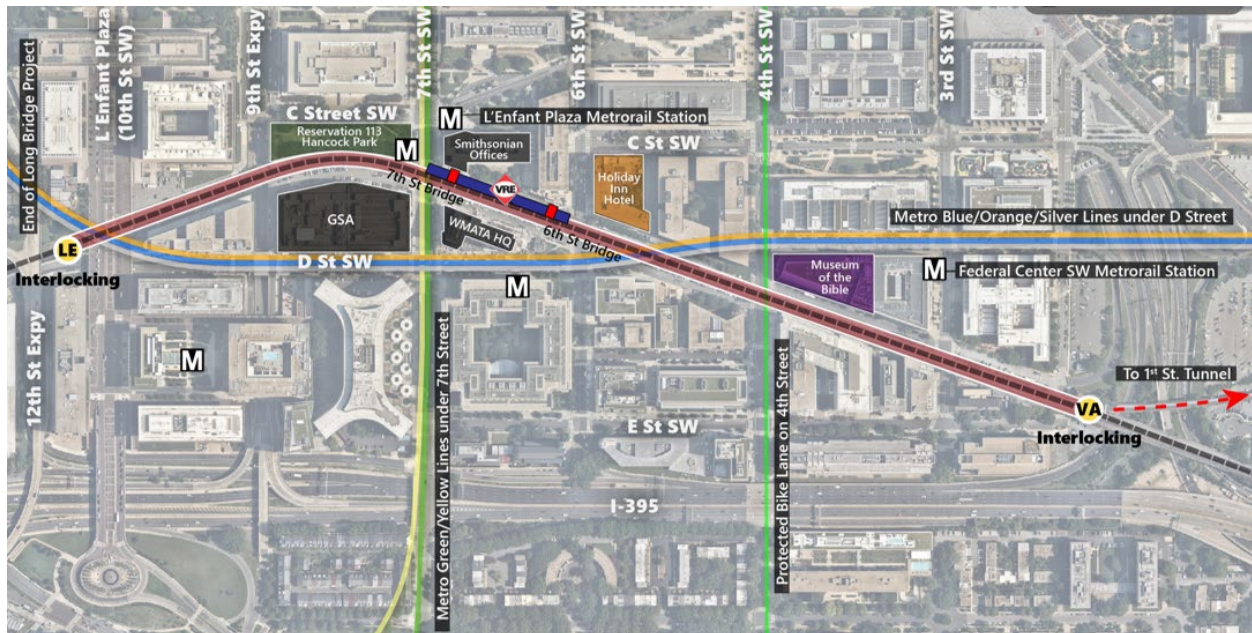


The Construction Phase of the Project shall commence upon execution of the Construction Contract and subsequent issuance of a written Notice-to-Proceed by VRE. At a minimum, the Contractor shall perform the following during the Construction Phase:

- A. Mobilization and Site Preparation
 - 1. Prepare the site and mobilize all necessary resources to commence construction.
- B. Project Management and Construction
 - 1. Manage and Construct the Project while complying with all Project requirements as per the plans and specifications.
 - a. Self-perform no more than 10% of the total contract work as specified in the Contract Documents (excluding specialty items).
 - b. Bid and manage the remaining subcontractor work and manage all related contracts.
- C. Construction Management
 - 1. Administer, supervise, and manage all construction activities in compliance with Owner requirements and the contract documents.
 - 2. Manage the bidding process for subcontractors, perform daily site logs, and provide regular progress reports to the Owner.
- D. Safety Management
 - 1. Maintain a safe and efficient work site with controlled access.
 - 2. Implement and supervise all safety precautions and programs in connection with the Project.
- E. Quality Control Management
 - 1. Ensure all work meets quality standards and complies with Contract Documents.
- F. Project Close-out
 - 1. Confirm all construction work is accomplished in full compliance with the Contract Documents.
 - 2. Assist VRE with the Substantial Completion and Final Completion requirements.

1.4 Project Description

The Project will reconstruct the VRE L'Enfant Station and add a continuous fourth track between the L'Enfant (LE) and Virginia (VA) Interlockings (between roughly 10th and 2nd Streets SW) to provide a better passenger experience and reduce congestion on the platform and within the railroad corridor. The existing VRE L'Enfant Station is located along Virginia Avenue SW between 6th and 7th Streets SW in the Southwest Federal Center section of Washington, DC (the District). The station is located on the three track, shared-use rail corridor that also serves CSX Transportation, Inc. (CSXT) freight trains as part of its national freight network and Amtrak trains traveling between the District and destinations in Virginia and points beyond. See Figure 1-1, below, for a map of the project location.

Figure 1-1: Project Location and Vicinity

The purpose of the Project is to expand the capacity of the VRE L'Enfant Station, provide an enhanced passenger experience, create additional long-term railroad capacity, and improve the reliability of rail service in this critical segment of the regional and national rail network. The Project is needed to address insufficient platform capacity; railroad operating efficiency; railroad resiliency and redundancy; and transportation network capacity to accommodate existing and future demand in railroad services.

The current 550-foot-long by 12.5-foot-wide passenger platform at the VRE L'Enfant Station is shorter than the longest VRE train operated, thus creating a condition where all cars on the train are not accessible for boarding or alighting. This constraint requires some passengers to walk through one or more cars on the train to exit at the station, increasing station dwell times. Implementation of the Project would enable boarding of and alighting from full-length, 8-car VRE trains; a larger platform area to safely accommodate anticipated ridership; two VRE passenger trains to serve the station simultaneously on separate tracks; more efficient movement of passenger (VRE and Amtrak) and freight trains; and greater accessibility, including Americans with Disabilities Act (ADA) accessibility, from two ends of the station.

The Project will replace the existing side platform station which includes but is not limited to: site preparation, demolition, and earthworks for the construction of a full-length center-island platform with two tunnel station entrances with stairs, elevators, and equipment rooms; installation of a new 4th track; construction of a new track, interlocking modifications, with signals, signal house and associated equipment foundations and drainage work; removal of existing catenary structures; railroad bridge widening and full replacement; retaining walls with load transfer platforms; utility relocation and railroad duct bank installation.

1.5 Project Status

The Project has recently completed the Preliminary Engineering and National Environmental Policy Act (NEPA) Documentation Phase. VRE and its Designer are advancing the National Historic Preservation Act (NHPA) Section 106 compliance and signatory design review in conjunction with developing design



documents to the 60% design completion milestone. It is anticipated that the Preconstruction Services Contract will be awarded during the development of 60% design. As such, the Contractor, Designer, and VRE will work collaboratively to advance the Project in the final design phase.

1.6 Project Funding

The current cost estimate for the project is approximately \$132M, which includes overall project costs for construction, engineering and design, program management and oversight, environmental and regulatory compliance, utility relocations, and right-of-way easements and acquisitions. The final construction cost is anticipated to be based on the GMP negotiations.

Funding for VRE's L'Enfant Station and 4th Track Project is currently provided primarily through a combination of federal formula funds (with associated state and local match) and Virginia Passenger Rail Authority (VPRRA) capital funds. As the engineering and environmental review activities progress and the cost estimate for the project is refined, additional funding sources may be identified. Compliance with all requirements of applicable federal, state, and local laws and regulations shall apply.

1.7 Project Goals

VRE has established a set of Project goals that are considered to be equal in value and importance as follows:

- A. Project Delivery: Development of a credible project schedule with the intent to accelerate the delivery of the Project through the use of CMGC;
- B. Safety: Maintain the safety of the public and all VRE and contractor/subcontractor employees during construction;
- C. Risk: Assign risks to the party best suited to manage them with a focus on working collaboratively to eliminate, minimize, and/or mitigate risks as much as possible before the final GMP is determined;
- D. Innovation: Challenge and motivate the Contractor and Designer to identify cost savings through efficiency and innovation and deliver the Project within budget;
- E. Collaboration: Use the CMGC delivery method to form a collaborative, qualified, and experienced Project Team emphasizing an environment of trust and transparency across all parties;
- F. Mobility: Minimize the impact to train operations and to the public during construction; and
- G. Public Information: Maintain excellent public and stakeholder relations through an effective outreach and information sharing program.

1.8 Project Team Roles and Responsibilities

1.8.1 VRE

In the context of the Project, VRE as the Project sponsor and lead agency in charge of the overall program administration, is generally responsible for the following activities, including but not limited to:

- A. Completion of NEPA documentation and compliance with applicable regulations and mitigation commitments;
- B. Acquisition of any required Right-of-Way (ROW) parcels and/or temporary or permanent easements;
- C. Obtaining site and building permits;



- D. Executing agreements and memoranda of understanding with applicable utilities, railroads, and other major Project stakeholders;
- E. Overall coordination with project stakeholders during the design phase, including:
 - 1. CSXT
 - 2. Amtrak
 - 3. District Department of Transportation (DDOT)
 - 4. Washington Metropolitan Area Transit Authority (WMATA)
 - 5. National Park Service (NPS)
 - 6. Boston Properties
 - 7. National Capital Planning Commission (NCPC)
 - 8. U.S. Commission of Fine Arts (CFA)
 - 9. D.C. State Historic Preservation Office (SHPO) and consulting parties
 - 10. U.S. Federal Transit Administration (FTA)
 - 11. U.S. Federal Railroad Administration (FRA)
- F. Performance of preliminary and final design Owner acceptance, inspection, and testing;
- G. Final Acceptance of the Project facility and payment for Work performed; and
- H. Relations with media, the public, and public officials.

At VRE's sole discretion, VRE may use its consultants to assist in fulfilling the responsibilities noted in the above RFQ Section 1.8.1.

1.8.2 Designer

VRE has retained Vanasse Hangen Brustlin, Inc. (VHB) ("Designer") for Project design services. As part of the CMGC delivery method, the Designer will collaborate and work with the Contractor to optimize the design, explore design options, and ultimately prepare construction plans and specifications.

1.8.3 Contractor

In general, the successful Contractor will be responsible for furnishing all labor, equipment, and services for the phases of the Project for which contracts are executed with VRE.



2 PROCUREMENT SCHEDULE

2.1 Procurement Schedule

VRE anticipates the dates in RFQ Table 2-1 as Project milestones leading to Construction Contract award.

RFQ Table 2-1: Procurement Schedule

Event	Date
Issue RFQ	January 23, 2026
Confirm Attendance at the Pre-Submittal Conference	February 3, 2026 at 2:00 P.M. EST
Pre-Submittal Conference	February 4, 2026 at 10:00 A.M. EST
Deadline for Submission of Offerors' Written Questions	February 11, 2026 at 2:00 P.M. EST
SOQ Due (Closing Date and Time)	March 3, 2026 at 2:00 P.M. EST
Anticipated Shortlist Determination	April 6, 2026

VRE reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addendum to the solicitation. Offerors must frequently monitor VRE's Website for information concerning this solicitation, including any addenda or notices.



3 INSTRUCTIONS FOR OFFERORS

3.1 Competitive Negotiation for Non-Professional Services

This solicitation is a competitive negotiation for non-professional services, as defined in the PRTC and VRE Public Procurement Policy and Procedures Manual. The content of the SOQs and Proposals and the identity of the Offerors are not public record until a Notice of Intent to Award has been issued by VRE. The opening of SOQs and Proposals is therefore not public.

3.2 Proposal and Contract Requirements

Federal funds may be used for the subsequent Contract(s). Federal requirements are subject to change. The Offeror is responsible for complying with the most current regulations. The Offeror agrees that the most recent of such Federal and State requirements will govern the administration of the Contract(s) at any particular time during performance of the Contract, unless VRE issues a written determination otherwise.

Additionally, VRE adheres to the Virginia Public Procurement Act (VPPA) and complies with all applicable Virginia procurement laws. Accordingly, all applicable requirements will apply. Offerors are expected to become familiar with these requirements and shall not submit SOQs or Proposals if unable to execute a Contract containing such provisions.

VRE will provide Contract(s) containing these provisions for execution by the prospective Contractor that is selected. Offerors shall not use their own standard contracts for this engagement.

3.3 Obligation of Offeror

Before submitting a SOQ, the Offeror shall be responsible for reading and examining all solicitation documents. Submission of an SOQ shall be deemed verification of such review and examination by the Offeror.

By submitting a SOQ, the Offeror agrees that it has satisfied itself from a comprehensive investigation of the conditions to be met, that the obligations herein are fully understood, and no claim will be made nor will there be any right to cancellation or relief from the Preconstruction Services Contract because of any Contractor misunderstanding or perceived lack of information after SOQ submittal.

3.4 Competition Intended

It is VRE's intent that this solicitation promotes competition. It shall be the Offeror's responsibility to advise VRE if any language or requirements included in this RFQ restrict or limit the purchase to a single source. Such notification must be received by the VRE Director of Purchasing and Contract Administration, in writing, not later than fifteen (15) calendar days prior to the date and time set for receipt of SOQs or Proposals. A review of such notifications will be made, and the Offeror notified of the results of the review.

3.5 Interest in More than One SOQ and Collusion

Reasonable grounds for believing that an Offeror is interested in more than one (1) SOQ for a solicitation, including both as an Offeror and as a Subcontractor (during the Preconstruction Phase) for another Offeror, or that collusion exists between two (2) or more Offerors, will result in rejection of all affected SOQ's. However, an individual or entity acting only as a Subcontractor (during the Preconstruction Phase) may be included as a Subcontractor (during the Preconstruction Phase) on two (2) or more different Offerors' SOQs. Offerors rejected under this provision will also be disqualified if they respond to a re-solicitation for the same work.



3.6 Point of Contact

The VRE Contract Administrator and the Director of Purchasing and Contract Administration, whose names and contact information appear on the cover of this solicitation, are the official Points of Contact for the procurement of this project.

3.6.1 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Preconstruction Services Contract. These rules are designed to promote a fair, unbiased, legally defensible procurement process. Additional rules or modifications to these rules may be issued by VRE in connection with the RFQ or RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or/and formal or informal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of an Offeror.

3.6.2 Communication Process

Communications relating to the RFQ, other than to the Contract Administrator and the Director of Purchasing and Contract Administration, are prohibited during the RFQ response period. **Do not contact VRE consultants, or VRE personnel other than the Contract Administrator and Director of Purchasing and Contract Administration regarding this solicitation.**

VRE is the single source of information regarding this procurement. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Preconstruction Services Contract. The following rules of contact are now in effect:

- A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or members of another Offeror's team with regard to the Project or the SOQs, except that an Offeror may communicate with a subcontractor that is on both its team and another Offeror's team (where neither this RFQ nor the conflict of interest requirements set forth in [RFQ Section 3.23](#) precludes the subcontractor from being on more than one (1) Offeror team), so long as those Offerors establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. Contact among Offerors is allowed during VRE sponsored meetings and/or site visits.
- B. Contact between the Offerors and VRE (questions and responses to questions) shall only be through VRE's Contract Administrator or the Director of Purchasing and Contract Administration and the Offeror's designated representative.
- C. The Offerors shall not contact VRE employees, consultants or advisors or any other person who will evaluate the SOQs, regarding the Project or the procurement.
- D. Any contact determined to be improper, at the sole discretion of VRE, may result in disqualification.
- E. Any official correspondence regarding the Project will be disseminated in writing from VRE on VRE letterhead and signed by VRE's Contract Administrator or the Director of Purchasing and Contract Administration.
- F. VRE will not be responsible for any oral communication or any other information or contact that occurs outside the official authorized communication process specified herein.



3.6.3 Written Communications

All communications relating to this solicitation shall be submitted via email to the VRE Contract Administrator and Director of Purchasing and Contract Administration, whose names and contact information appear on the cover of this solicitation.

VRE will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Preconstruction Services Contract, unless included in this RFQ, subsequent RFP, or related documents or addenda thereto.

Oral explanations or instructions given before award of the Preconstruction Services Contract will not be binding.

If an Offeror has questions about the solicitation documents, the Offeror shall contact the VRE Contract Administrator and Director of Purchasing and Contract Administration whose names appear on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by VRE.

The Offeror's written communications must clearly indicate:

- A. Offeror name and address;
- B. Offeror contact information (name, title, phone number, and e-mail address);
- C. Project name and RFQ number; and
- D. The subject, document, and/or material as it relates to the Project.

3.7 Availability of Solicitation Documents

The electronic versions of the solicitation documents are intended to provide convenience to prospective Offerors. Be advised that it is the responsibility of prospective Offerors to monitor VRE's Website for any addenda, notices, or postings. Failure to submit signed addenda acknowledging receipt and concurrence may be grounds to declare an SOQ non-responsive.

3.8 Pre-Submittal Meeting

A **non-mandatory pre-submittal meeting** to discuss the requirements of this solicitation will be held for prospective Offerors via Microsoft Teams video conference on the date and time specified in RFQ Section 2.1.

The video conference will use audio through the microphone and speakers on your computer, tablet, or smartphone. However, there is also an ability to participate by phone as an audio-only option.

Offerors interested in participating in the video conference shall confirm their desire to participate by contacting the Contract Administrator and Director of Purchasing and Contract Administration, whose names and contact information appear on the cover of this solicitation, prior to the date and time specified in RFQ Section 2.1. **It is recommended that prospective Offerors monitor VRE's Website for an addendum which may change the format of the pre-submittal meeting.**

Individuals interested in participating in the video conference via computer, tablet or smartphone can join at:



Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 540-566-5614,,620317352#](#) United States, Roanoke

Phone conference ID: 620 317 352#

3.9 Submission of Written Questions

Deadline: All questions and requests for clarification regarding the meaning or interpretation of this RFQ and other solicitation documents, or any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions, must be submitted no later than the date and time specified in [RFQ Section 2.1](#). Questions and clarifications requested after such time will not be answered unless VRE elects, at its sole discretion, to do so.

Format for Questions: Offerors shall submit all comments, questions, and requests for clarification, including the associated document (RFQ, RFQ Appendix, RFQ Form, etc.) and the Section number and title.

Questions must be submitted to the VRE Contract Administrator and Director of Purchasing and Contract Administration in writing via electronic mail as listed on cover of the solicitation. For a question to be considered, the subject line of the e-mail must state the following: **RFQ No. 026-006 Questions**.

No oral communication will be accepted. Oral requests or questions by phone or in person will not be accepted or considered. Requests for additional information or clarification to any other VRE office, consultant, employee, or other agency will not be considered. VRE will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an addendum.

VRE will respond only to those comments, questions, and requests for clarifications that VRE deems to be material and that are not adequately addressed in previously provided documents. VRE will state the comments, questions, and requests for clarification along with its responses. VRE reserves the right to rephrase and consolidate comments, questions, and requests for clarification concerning the same or similar subject.

Response to Questions: VRE will provide responses within a reasonable time following receipt, subject to the dates set forth in [RFQ Section 2.1](#). Questions and responses will be posted on VRE's website at www.vre.org.

3.10 Addenda

VRE reserves the right to revise this RFQ by issuing addenda to this RFQ at any time, and no later than five (5) calendar days prior to the SOQ Closing Date specified in [RFQ Section 2.1](#). Any addendum issued less than five (5) calendar days prior to the SOQ Closing Date will, if necessary, contain a provision modifying the SOQ Closing Date to a date that will provide Offerors adequate time to respond to the addendum. VRE will post any addenda to this RFQ on the website.

Offerors shall monitor the website for information concerning this procurement as Offerors responding to this RFQ will be required to submit signed copies of each addendum as part of their SOQ. Failure by the Offeror to include signed copies of each addendum in their SOQ may result in the disqualification of the Offeror's SOQ.



3.11 Modification of SOQ Closing Date

VRE reserves the right to modify the SOQ Closing Date and/or time as specified in RFQ Sections 2.1 and 5.4. If Offerors have already submitted their SOQs to VRE when the SOQ Closing Date and/or time are modified, VRE will afford those Offerors the opportunity to revise or withdraw their SOQ.

3.12 VRE Inclement Weather Policy

In the event of inclement weather conditions, such as heavy snowfall, flooding, earthquakes, tornadoes, and other natural disasters, which result in the cancellation of VRE service operation, VRE reserves the right to extend the SOQ due date to the next business day VRE service operates. Notifications of service operation interruptions and the resumption of service are generally posted on VRE's Website. An official addendum to the solicitation will be posted on VRE's Website at the earliest opportunity.

3.13 Cancellation/Withdrawal of SOQ

VRE reserves the right to cancel or withdraw in whole or in part this RFQ at its sole discretion. Offerors will be notified in the event the RFQ is cancelled via VRE's Website.

3.14 Waiver of Informalities

VRE reserves the right to waive informalities and minor irregularities in SOQs and may choose to accept and review a non-conforming SOQ.

3.15 Withdrawal of SOQs Prior to Closing Date

SOQs may be withdrawn by written notice from the Offeror to VRE's Contract Administrator or Director of Purchasing and Contract Administration prior to the SOQ Closing Date and time. The withdrawal shall be made by the person signing the SOQ or by any individual who is authorized by the Offeror. The Offeror must provide written evidence of the individual's authority to withdraw the SOQ if the individual withdrawing the SOQ is other than the person signing the SOQ.

3.16 Late SOQs

SOQs received after the SOQ Closing Date and time shall not be considered.

3.17 Withdrawal of SOQs After SOQ Opening

A SOQ may be withdrawn and resubmitted any time prior to the deadline for submitting the SOQ. No SOQ may be changed, amended, or modified after the deadline for submitting the SOQ. No SOQ may be withdrawn after the deadline for submitting the SOQ without a written request by the Offeror stating the reasons for withdrawing the SOQ and acceptance of the request by VRE. SOQs approved by VRE for withdrawal after the deadline will be eliminated from consideration and may not be resubmitted. All decisions are at the sole discretion of VRE.

No Offeror who is permitted to withdraw an SOQ shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn SOQ was submitted.



3.18 Rejection of SOQs

VRE expressly reserves the right to reject any or all SOQs or any part of a SOQ, and to resolicit the services in question, if such action is deemed to be in the best interest of VRE.

SOQs which fail to meet the solicitation requirements, or which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind or in which errors occur, may be rejected as invalid at VRE's discretion.

The receipt of more than one (1) SOQ from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's SOQ being considered.

Reasonable proof for believing that any Offeror has an interest in more than one (1) SOQ for the work contemplated will cause the rejection of all SOQ made by the Offeror directly or indirectly.

Any or all SOQs shall be rejected if there is reason to believe that collusion exists among the Offerors.

VRE reserves the right to disqualify any Offeror under this RFQ, the RFP, or during the period between the RFQ and the RFP, for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from VRE in connection with this procurement.

3.19 Disposition of SOQs

Offerors' SOQs will not be returned. VRE will retain the original proposal and/or electronic submissions for the contract file.

3.20 SOQ Preparation Costs

This RFQ does not commit VRE to an award, nor to pay any costs associated with the preparation and/or submission of any SOQ. Offerors are solely responsible for all of their own costs and expenses of any nature associated with responding to this RFQ, including attending briefing(s) and providing supplemental information. VRE will not reimburse such costs in whole or in part incurred by Offerors in responding to this RFQ or in competing for Preconstruction Services Contract award.

3.21 Qualification of Offerors

VRE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the services and/or goods required in the performance of the Preconstruction Services Contract. The Offeror shall furnish to VRE all such information and data for this purpose as may be requested. VRE further reserves the right to reject any SOQ if the evidence submitted by, or investigations of, such Offeror fails to satisfy VRE that such Offeror is properly qualified to carry out the obligations of the Preconstruction Services Contract and to provide the services and/or goods contemplated therein.

3.22 Additional Information

VRE reserves the right to ask any Offeror to clarify its SOQ, require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the work described in the RFQ. VRE also reserves the right to seek and obtain information or data, from any source that that may assist VRE in evaluating the SOQ.

VRE reserves the right to accept or reject any response, supplemental information or data, other submittal, or any parts thereof, received from Offerors at any time.



3.23 Conflict of Interest Statement

A conflict situation can arise when an Offeror takes action or has interests that interfere with the Offeror's ability to perform its work objectively and effectively. The VRE Director of Purchasing and Contract Administration may preclude those entities from receiving an award for any such work reasonably deemed to pose a conflict of interest with the work provided hereunder.

Prior to submitting a SOQ in response to this solicitation, each Offeror shall conduct an internal review of its current affiliations, its joint venture partners, as well as any subsidiaries of a joint venture partner, to include any companies sharing common ownership with a joint venture partner, to identify potential conflicts of interest relative to the anticipated contract. The Offeror shall also require its team members (proposed Subcontractors) to identify potential conflicts of interest they may have regarding this procurement. The following entities and individuals are precluded from submitting a SOQ and from participating in the CMGC Contract(s) for the Project:

- A. An Offeror or Offeror's Subcontractor that has done any of the following:
 - 1. Consulted to VRE in the development of this RFQ;
 - 2. Managed or assisted in the management of this Project;
 - 3. Conducted or participated in preliminary or final design services for this Project;
 - 4. Performed design work related to this Project for VRE or other stakeholders;
 - 5. Performed work on a previous contract that specifically excludes them from participating as an Offeror or joining a CMGC team;
 - 6. Contracted with VRE or any other entity or stakeholder to perform oversight on this Project after award; and
 - 7. Obtained any advice from, or discussed any aspect relating to this Project or award of this Project with any person or entity with an organizational conflict of interest, including but not limited to, a consultant of any entity who has provided technical support to VRE on this Project.
- B. Any entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control, or management with any of the foregoing entities; and
- C. An employee or former employee of any of the foregoing entities who was involved with this Project while serving as an employee of such entity.

Each Offeror must complete the Conflict of Interest Certification ([Appendix C Form D](#)). If the Offeror is a partnership, joint venture, or other association, a separate certification must be completed for each member and included in the SOQ. *If the Joint Venture or legal entity has already been formed and has an established performance history, the form must be submitted as a single entity, provided all required information is available at the entity level.*

If the Offeror identifies a potential conflict of interest involving itself, any member organization, or an employee, it must disclose all relevant facts. This disclosure should include the nature of the potential conflict, the work performed or to be performed by the entity associated with the conflict, and proposed measures to avoid, neutralize, or mitigate the conflict. Additionally, if members of different Offeror teams belong to the same parent company, each Offeror must describe how conflicts of interest will be avoided throughout the qualification and proposal phases of the Project.



At any time if a potential conflict of interest or competitive advantage is identified, the organization shall submit Appendix C Form D to the VRE Director of Purchasing and Contract Administration, whose name and contact information appear on the face of this solicitation, so that a determination can be made as to the extent of the conflict or competitive advantage. The statement shall have the notarized signature of a principal of the Offeror.

VRE will review the Conflict of Interest Certification and the proposed mitigation measures to determine if the Offeror may submit a SOQ or be awarded the Preconstruction Services Contract. Disclosure of a potential conflict of interest will not necessarily disqualify an Offeror. VRE, in its sole discretion, will make a formal written determination relative to each potential organizational conflict of interest, and its ability to mitigate such a conflict.

If VRE determines that a conflict of interest cannot be mitigated, the organization determined to have the conflict of interest shall not be allowed to participate in response to the solicitation. Failure to abide by VRE's determination in this matter may result in a SOQ being declared non-responsive. VRE reserves the right to cancel or amend the resulting Preconstruction Services Contract or Construction Contract if the successful Offeror failed to disclose a potential conflict which it knew or should have known about, or if the Offeror provided information on the Conflict of Interest Certification that is false or misleading.

Offerors shall not be eligible for reimbursement of any costs incurred prior to identification and notification of a conflict of interest. This includes, but is not limited to, costs associated with proposal preparation, participation in pre-award activities, any preconstruction activities, or any other expenses related to this solicitation. VRE shall bear no responsibility for such costs regardless of the outcome of the Conflict of Interest determination.

If an organizational conflict of interest is identified after award of the Preconstruction Services Contract, the Offeror will make an immediate and full written disclosure to VRE that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate the potential conflict.

The Offeror, any of its joint venture partners, any subsidiaries of a joint venture partner, any companies sharing common ownership with a joint venture partner, or any of its Subconsultants or Subcontractors will be precluded from providing other services to VRE (i.e., planning, design, construction, or construction management services) which conflict with its services under the Preconstruction Services Contract.

3.24 Inspection of SOQs

The Virginia Freedom of Information Act, §2.2-3700 *et seq.* shall govern the release of public records related to this procurement. Trade secrets or proprietary information related to a procurement may not be subject to public disclosure, provided the requirements of §2.2-4342F VA Code Ann. are met.

3.25 Trade Secrets or Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction submitted pursuant to the Code of Virginia, subsection F of §2.2-4342 shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 *et seq.*).

However, the Offeror shall:

- A. Invoke the protections of this Section prior to or upon submission of the data or other materials;
- B. Identify the data or other materials to be protected by clearly marking each individual page with "PROPRIETARY". Blanket, all-inclusive identifications by designation of whole pages or sections



as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid.; and

- C. State the reason why protection is necessary.

It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

Except for the foregoing limitation, VRE may duplicate, use, and disclose in any matter and for any purpose whatsoever and have others do so, all data furnished in response to this RFQ and the subsequent RFP. VRE has the right to release trade secrets or proprietary information to a third party which may assist VRE in the review and evaluation of SOQs.

In no event shall VRE, or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of all or a portion of a SOQ submitted in response to this RFQ, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of VRE or its officers, employees, contractors, or consultants.

3.26 Authority to Transact Business

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in both the District of Columbia (Washington DC Code of Municipal Regulations Title 17) and the Commonwealth of Virginia (Title 13.1 or Title 50 of the Code of Virginia) as a domestic or foreign business entity.

The proper and full legal name of the entity and the identification number issued to the Offeror by the District of Columbia and Virginia State Corporation Commission must be included in the Company Information Questionnaire ([Appendix C Form L-1](#)).

Any Offeror that is not required to be authorized to transact business in the District of Columbia or the Commonwealth of Virginia must include in its SOQ a statement describing why the Offeror is not required to be so authorized. VRE may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the Department of Consumer and Regulatory Affairs in the District of Columbia and the State Corporation Commission in Virginia to transact business. Failure of an Offeror to provide such documentation may be grounds for rejection of its SOQ or cancellation of any award.

3.27 Insurance

Each Offeror must be able to demonstrate proof of its capacity to satisfy the specific coverage requirements and limits applicable to this solicitation by filling out the Insurance Checklist located in [Appendix C Form I](#).

If an Offeror experiences a material change in its insurance status or corporate structure after submission of a SOQ and before the award of a contract for the Project, the Offeror must notify VRE of the change in writing within five (5) business days of becoming aware of the change. If the Offeror fails to do so, VRE may rescind the Offeror's shortlisting status, reject the Offeror's Proposal and/or may result in disqualification from further consideration or termination of any resulting Contract.



3.28 Immigration Report Control Act of 1986

By submitting a SOQ and completing [Appendix C Form L-1](#) the Offeror certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

3.29 Bond Requirements

The selected Offeror will be required to submit bid, payment and performance bonds of at least \$80 million upon execution of the Construction Contract. In accordance with [RFQ Section 6.4.2](#), Offerors responding to this RFQ must demonstrate, in their SOQs, their capacity to obtain the required bonds by submitting a written Surety Statement. A sample Surety Statement is provided in [Appendix D](#).

If an Offeror experiences a material change in its bonding status or corporate structure after submission of a SOQ and before the award of a contract for the Project, the Offeror must notify VRE of the change in writing within five (5) business days of the change. If the Offeror fails to do so, VRE may rescind the Offeror's shortlisting status, reject the Offeror's Proposal and/or may result in disqualification from further consideration or termination of any resulting Contract.



4 SOQ REQUIREMENTS

4.1 General Requirements

The requirements included in this section are purposely established to facilitate an objective, timely and efficient evaluation by VRE. The Offeror is advised to ensure that their SOQ is in compliance with all such requirements.

SOQs shall include all of the requirements requested in this RFQ. Failure to include all the information requested may adversely affect the evaluation. Noncompliance with the RFQ requirements will affect the evaluation of the Offeror's technical and/or past performance and may be grounds to eliminate the SOQ from consideration.

Offerors are advised their SOQ represents their company's or team's best efforts and most complete responses to this solicitation. Assurance of experience, capability, and qualifications that clearly demonstrate and support the Offeror's claims are essential. The absence of such evidence will adversely influence evaluation of the SOQ.

SOQs must provide a clear and concise response to the requirements of the solicitation.

The Offeror's submission of an SOQ represents their entire team will comply with all the requirements specified in this RFQ.

Offerors must submit the required information identified in this section as a complete SOQ package. Information in addition to that requested below will not be considered in evaluating the SOQ and shall not be provided. **Incomplete SOQs, or submission of additional materials not requested, may cause the SOQ to be deemed non-responsive.**

Offerors shall submit SOQs that present the Offeror's qualifications and understanding of the overall work to be performed. Offerors are directed to [RFQ Section 6](#) and shall respond to each factor in detail so VRE may properly evaluate the Offeror's capabilities to perform the work described in this RFQ.

[RFQ Appendix C](#) contains the required forms for the SOQ. Any material modification of the forms by the Offeror may result in the SOQ being declared non-responsive.

4.2 Offeror's Responsibility for Errors or Omissions in Documents

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its SOQ and has an affirmative obligation to notify the VRE Contract Administrator and Director of Purchasing and Contract Administration immediately upon discovery of an apparent inaccuracy, error, or omission from the solicitation documents.

If the Offeror is aware of such an error or omission and has not notified the VRE Contract Administrator and Director of Purchasing and Contract Administration, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to VRE.

4.3 SOQ Submittal Elements

The SOQ must be organized as follows and as identified in [RFQ Appendix B](#).

4.3.1 Tab 1 – Table of Contents

Furnish a table of contents to delineate all the sections of the SOQ package.



4.3.2 Tab 2- Title Page

Furnish the name and address of the Offeror, local address, if any; name, title, address, email address, and telephone number of the contact person and the company officer responsible for ascertaining the correctness of the SOQ.

4.3.3 Tab 3 – Trade Secrets or Proprietary Information

This tab must include a completed Trades Secret or Proprietary Information Form ([Appendix C Form F](#)). This form is intended to identify information that is of a confidential nature within the Offeror's SOQ, but in no event shall such form be binding on VRE, determinative of any issue relating to confidentiality or a request for records under the Virginia Freedom of Information Act, or override or modify the provisions of the Virginia Freedom of Information Act or other applicable law or VRE's responsibilities thereunder, which may obligate VRE to disclose information the Offeror has designated as a trade secret, confidential, or proprietary.

4.3.4 Tab 4 – Transmittal Letter and Offeror's SOQ Certification

This tab must include a one-page Transmittal Letter, on the letterhead stationery of the Offeror, executed by a duly authorized representative of the Offeror or the Offeror's lead firm if the Offeror entity is not legally formed as of the SOQ Closing Date. The letter must be dated and signed by a company officer authorized to bind the firm(s) or entity in a Contract. Failure to manually sign the letter may disqualify the SOQ. The following information shall be provided in the transmittal letter:

- A. Type and size of business;
- B. Years of operation; and
- C. Description of the company (or other structure in the case of a partnership, joint venture, etc.), and relevance of services to this RFQ.

4.3.4.1 Transmittal Letter

For Offerors that are joint ventures, partnerships, limited liability companies, or other associations, all members of the Offeror must agree to be fully liable for the performance under the CMGC Contract(s) and the transmittal letter shall have appended to it separate letters printed on the letterhead stationery of each equity member, with each such letter executed by the official representative of the corresponding equity member. *If the Joint Venture or legal entity has already been formed and has an established performance history, the responses must be submitted as a single entity, provided all required information is available at the entity level.*

4.3.4.2 SOQ Certification:

This tab must also include a completed Offeror's SOQ Certification ([Appendix C Form U](#)). This certification must be completed and signed by the Offeror as applicable.

- If a Joint Venture, partnership, limited liability company, or other association has already been formed and has an established performance history, only a single certification shall be submitted.
- If the Offeror is a newly formed Joint Venture, partnership, limited liability company, or other association, a separate certification must be completed for each entity member.



4.3.5 Tab 5 – Legal Structure

This tab is in Response to Legal Structure Pass/Fail Criteria (See [RFQ Section 6.4.1](#) for criteria information and submittal requirements). This tab must identify the Offeror's legal structure with supporting documents, include completed copies of [Appendix C Form D](#), [Form L-1](#), [Form L-2](#), [Form L-3](#), [Form L-4](#), [Form L-5](#), [Form L-6](#), [Form L-7](#), [Form L-8](#), and include copies of the Offeror's District of Columbia and Commonwealth of Virginia Contractor's Licenses as well as a certification that the Offeror has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three (3) years.

4.3.6 Tab 6 – Financial Capacity

This tab is in Response to Financial Capacity Pass/Fail criteria (See [RFQ Section 6.4.2](#) for criteria information and submittal requirements). This tab must include:

- A surety statement (see [Appendix D](#) for a sample surety statement);
- A bonding refusal statement and information (See [RFQ Section 6.4.2.2.A.2](#)); and
- A completed copy of the Insurance Checklist Form ([Appendix C Form I](#)).

4.3.7 Tab 7 – Safety Program

This tab is in Response to Safety Program Pass/Fail Criteria (See [RFQ Section 6.4.3](#) for criteria information and submittal requirements).

The tab must include a completed copy of [Appendix C Form S](#) (Safety Questionnaire).

4.3.8 Tab 8 – Firm Experience and Past Performance

This tab is in Response to Firm Experience and Past Performance Evaluation Criteria (See [RFQ Section 6.5.1](#) for criteria information and submittal requirements).

This tab must include completed copies of the Project Description Form ([Appendix C Form E-1](#)).

4.3.9 Tab 9 - CMGC Understanding

This tab is in Response to CMGC Understanding Evaluation Criteria (See [RFQ Section 6.5.2](#) for criteria information and submittal requirements).

This tab must include a completed copy of the CMGC Understanding Form ([Appendix C Form CU](#)).

4.3.10 Tab 10 – Signed Copies of Each Addendum

This tab must include a signed copy of each addendum for this procurement, if any.

*Price will not be considered by VRE in the SOQ evaluation process. Offerors **SHALL NOT** include an estimate of man-hours or cost for services as part of their Statement of Qualifications. Any Offeror that submits cost information with their Statement of Qualifications may be deemed non-responsive.*



5 SUBMISSION OF SOQS

5.1 Instructions for Submission of SOQ

Offerors must submit their SOQs electronically utilizing the Commonwealth of Virginia's e-procurement portal (eVA).

Electronic File: Offerors shall submit SOQs consisting of one (1) continuous electronic file in fully searchable PDF format (including fully searchable portions that contain signatures).

File Name: The file name shall be as follows:

[Name of Offeror]_[RFQ Number]_[RFQ Title]_SOQ

Files shall be named using only standard English (United States) alphabet characters, Arabic numerals, underscore, or period.

Cover: The cover must be titled "Statement of Qualifications" and clearly identify the Offeror's name, RFQ number, and RFQ title.

Tabs: Tabbed section dividers shall be included in the PDF file and shall be identified by the respective numbers and titles as outlined in RFQ Section 4.3.

5.2 SOQ Format

Text: Text must be in Microsoft Word Times New Roman font that is a minimum of 11 points in size, normal proportional spacing, and single-spaced.

Page: A page shall be:

- A. 8.5-inch x 11-inch sized-equivalent background (minimum of 0.5-inch margins);
- B. 11-inch x 17-inch sized equivalent background only allowable for charts, appendices, graphs, drawings, photographs, diagrams, and tables and will count as one (1) page;
- C. White background color; and
- D. Each page must be numbered consecutively within each section (i.e., 1-1, 1-2...; 2-1, 2-2...; 3-1, 3-2..., etc.), and the numbers must be centered at the bottom of each page.

SOQs must not exceed the page limitation requirements pertaining to SOQ and forms as defined in RFQ Appendix B.

5.3 Electronic Submission

Offerors shall submit their SOQs electronically through the Commonwealth of Virginia's e-procurement portal (eVA). **In order to submit SOQs electronically, Offerors must be registered in eVA - www.eva.virginia.gov.**

SOQs can be submitted through eVA by:

1. Clicking on Business Opportunities -> Virginia Business Opportunities (VBO)
2. Typing "Virginia Railway Express" into the Search Box
3. Finding VRE RFQ No. 026-006
4. Clicking "View Opportunity" to select the solicitation



5. Clicking "Respond Online" in the upper right corner of the screen
6. Following the instructions online to submit a response

Offerors must submit one (1) complete copy of their SOQ package, including all attachments.

Offerors requiring assistance submitting an electronic response, must contact eVA Customer Care via email at eVACustomerCare@dgs.virginia.gov or at 866-289-7367.

Sealed electronic SOQs shall be received online through eVA no later than the date and time specified in RFQ Section 2.1. The time an electronic SOQ is received shall be determined by the time stamp on the receipt, which is applied by the time clock on the eVA Sourcing and Contracting website.

VRE is not responsible for any technical difficulties which may result in Offerors' responses not uploading in time, or responses that are not properly uploaded. Late SOQs will not be accepted.

5.4 SOQs Due (Closing Date)

SOQs must be received by VRE at 2:00 P.M. EST on the date specified in RFQ Section 2.1. SOQs received after the SOQ Closing Date and time will not be considered.



6 EVALUATION PROCESS AND CRITERIA

This [RFQ Section 6](#) outlines the evaluation process for the RFQ phase of the procurement. This information is intended to assist Offerors in organizing their teams and preparing their SOQs. VRE reserves the right to hold meetings and conduct discussions and correspondence with one (1) or more of the Offerors regarding their SOQs. VRE reserves the right to request additional information during the evaluation and selection process from any or all Offerors which may be necessary to clarify their SOQs.

See [Appendix B](#) for a table that outlines the Organization of Statement of Qualifications and required information for preparation of the SOQ.

6.1 Evaluation Objective

The objective of the RFQ step of the procurement is to shortlist Offerors with the legal, technical, financial, and management capability, capacity, and experience necessary to successfully undertake and complete the Work. Accordingly, SOQs will be reviewed for responsiveness and evaluated against certain pass/fail criteria and qualitative evaluation factors, as described in this [RFQ Section 6](#). VRE has set high standards regarding the responsibility of the Contractor, which is reflected in the evaluation factors of this RFQ and will be reflected in the RFP. SOQs that are responsive and meet the minimum or pass/fail criteria will be eligible to be scored and shortlisted.

If an insufficient number of Offerors respond to the RFQ or attain shortlist status, VRE may re-advertise or cancel this RFQ as it deems necessary.

6.2 Evaluation and Scoring Process

6.2.1 Non-Scored SOQ Categories (Pass/Fail Criteria)

The VRE Purchasing and Contracts Administration Office will review and evaluate the non-scored SOQ categories in accordance with Pass/Fail Review ([RFQ Section 6.3.1](#)).

Failure to meet the pass/fail criteria at any point during the evaluation process will result in the SOQ not being reviewed further. The SOQ will be excluded from further consideration, and the Offeror will be notified accordingly.

6.2.2 Scored SOQ Categories

VRE will establish a Technical Evaluation Team (TET) that will review and evaluate the SOQs that have met all non-scored Pass/Fail criteria. The TET will evaluate the scored categories in accordance with:

- A. Qualitative Review ([RFQ Section 6.3.2](#)).

The Technical Evaluation Team will review the SOQs using written score sheets. SOQs will be evaluated based on the evaluation criteria as stated below. A 1000-point scale will be used to create the final evaluation recommendation. When assessing points, a 1-10 scale will be utilized and multiplied by the weight assigned.

Offerors will be in ranked order according to the scores of the TET and a short list of the most qualified Offeror(s) will be created.

VRE, in its sole discretion, reserves the right to seek clarification/supporting documentation from Offerors at any time during the evaluation and selection process which may be necessary to clarify their SOQs.



6.3 Scoring Methodology

6.3.1 Pass/Fail Review (Non-Scored SOQ Categories)

Each non-scored category of a responsive SOQ will be evaluated on a non-scored pass/fail basis. For an SOQ to achieve a passing rating, each of the following categories shall meet the minimum requirements as set forth below. Failure to meet the pass/fail criteria at any point during the evaluation process will result in the SOQ not being reviewed further. The SOQ will be excluded from further consideration, and the Offeror will be notified accordingly.

- A. Legal Structure: The SOQ satisfies the minimum requirements listed in RFQ Section 6.4.1;
- B. Financial Capacity: The SOQ satisfies the minimum requirements listed in RFQ Section 6.4.2; and
- C. Safety Program: The SOQ satisfies the minimum requirements listed in RFQ Section 6.4.3.

6.3.2 Qualitative Review (Scored SOQ Categories)

Each scored category of a responsive SOQ will be evaluated and scored by the TET according to the following, using the Scoring Form provided in RFQ Table 6-1 below:

- A. *Firm Experience and Past Performance*. The SOQ will be evaluated against the criteria established under RFQ Section 6.5.1; and
- B. *CMGC Understanding*. The SOQ will be evaluated against the criteria established under RFQ Section 6.5.2.

6.3.2.1 Qualitative Review Point Breakdown

The Qualitative Review (Scored SOQ Categories) point breakdown is as shown in RFQ Table 6-1 below.

RFQ Table 6-1: SOQ Point Breakdown

Section	Requirement	Maximum Points	Weight	Maximum Score
Evaluation Criteria				
6.5.1	Firm Experience and Past Performance	10	80	800
6.5.2	CMGC Understanding	10	20	200
Total Score				1000



6.3.2.2 Qualitative Review Scale

The TET will review and evaluate the SOQs using the following scale:

Points	Guidance
9 - 10	Outstanding: Meets all of the requirements / exceeds expectations / excellent probability of success in achieving all objectives / very innovative.
6 - 8	Above Average: Exceeds minimum requirement / sound response / very good probability of success.
4 - 5	Average: Meets minimum requirement / has a reasonable probability of success.
2 - 3	Fair: Partially responsive / falls short of meeting basic expectations / has a low probability of success.
1	Poor: Inadequate / fails to meet the requirement.
0	Failure: No response / the information is missing altogether.

6.4 Pass/Fail Criteria

The following criteria will be used to evaluate the Pass/Fail Criteria of the SOQs.

6.4.1 Legal Structure

6.4.1.1 Objective

VRE's objective in requesting the information in this [RFQ Section 6.4.1](#) is to identify Offerors whose organization, legal structure, team members, and history demonstrate the Offeror's ability to remain stable and viable for the duration of the Project and be contractually bound to VRE.

6.4.1.2 Minimum Requirement for Legal Structure

The Offeror shall complete the forms identified below, submit the appropriate documentation, and include the forms and documentation in SOQ Tab 5. All Offerors shall complete each form. The Offeror shall include a detailed explanation on a separate sheet attached to each form, if necessary.

- A. [Form D Conflict of Interest Certification](#)
- B. [Form L-1 Company Information Questionnaire](#)
- C. [Form L-2 Offeror Certification](#)
- D. [Form L-3 Prior Judgements Certification](#)
- E. [Form L-4 Compliance Certification](#)
- F. [Form L-5 Debarment Certification](#)
- G. [Form L-6 Convictions Certification](#)
- H. [Form L-7 Certification of Restrictions on Lobbying](#)
- I. [Form L-8 Non-Collusion Affidavit](#)
- J. The Offeror shall submit within this section, copies of its current (as of the SOQ Closing Date)



District of Columbia and Commonwealth of Virginia Contractor's Licenses and certify that the Offeror has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three (3) years.

- *If the Offeror's business, contracting or trade license, registration or certification has been revoked or suspended in the past three (3) years or if the Offeror fails to certify, the Offeror will be found non-responsive.*

K. Legal Structure

Within this section, the Offeror shall identify its legal structure, to include partnership, joint venture, other association, etc.

- If the Offeror's structure **has** already been formed, provide complete copies of the organizational documents that allow the Offeror to conduct business in the District of Columbia and the Commonwealth of Virginia. If the Offeror is a partnership, joint venture, or other association, the SOQ must identify each member and the percentage equity interest of each member. The Offeror shall provide copies of powers of attorney and organization documents, letters of agreement, and other documents.
- If the Offeror's structure **has not** yet been formed, provide a brief description of the proposed legal structure or draft copies of the underlying agreements. In the event that final agreements have not been finalized at the time of the SOQ submittal, the Offeror shall submit letters of agreement signed by an authorized officer of each member noting the type of relationship to be entered into prior to award of a Preconstruction Services Contract (i.e., joint venture, partnership), and the commitment of the parties to finalize the organizational documents prior to award of a Preconstruction Services Contract. If an Offeror is a partnership, joint venture, or other association, the SOQ must identify each member and the percentage equity interest of each member. The Offeror shall provide copies of powers of attorney and organization documents, letters of agreement, and other documents.

6.4.2 Financial Capacity

6.4.2.1 Objective

VRE's objective in requesting the information in this RFQ Section 6.4.2 is to identify Offerors whose team members possess the financial capacity to enter into a Preconstruction Services Contract and Construction Contract with VRE and possess the resources to successfully complete the Project.

6.4.2.2 Minimum Requirement for Financial Capacity

- An Offeror must demonstrate its financial capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in its SOQ.
 - If a Joint Venture, partnership, limited liability company, or other association has already been formed and has an established performance history, only a single submission is required.
 - If the Offeror is a newly formed Joint Venture, partnership, limited liability company, or other association, separate submissions are required for each entity member.
- SOQ submittal requirements shall include the following:



A. Surety Information

1. The Offeror must have sufficient financial ability to perform the CMGC Contract(s) that will result from this procurement. The surety or insurance company must have a "Best's Credit Rating" of at least "A minus" and "Class VIII" or better by A.M. Best Company.

The Offeror must provide a notarized letter (See [Appendix D](#) for a sample surety statement) or other written documentation (Letters indicating "unlimited" bonding capability are not acceptable), on a signed Surety's letter head, from an admitted surety or insurance company authorized to issue bonds in the District of Columbia and the Commonwealth of Virginia that states:

- A) The Offeror is capable of obtaining bid, performance, and payment bonds of at least \$80 million upon execution of the Construction Contract;
 - B) The Surety has certificates of authority as an acceptable surety authorized to do business in the District of Columbia and the Commonwealth of Virginia, as published annually in the Federal Register, Department of Treasurer, Fiscal Service, Department Circular 570. The Surety may use the sample surety statement ([RFQ Appendix D](#)) as a guide; and
 - C) Identify the Offeror's current available bonding capacity.
2. If any company has refused to bond the Offeror on any project in the last five (5) years, the Offeror shall provide a statement that includes the name and address of the surety company and which specifies the reasons given for the refusal.

B. Insurance Information

1. The Offeror shall complete the Insurance Checklist Form ([Appendix C Form I](#)) in the appendix documents for proof of insurance and written evidence from an insurance company or broker indicating that the Offeror is capable of obtaining the required types of insurance identified in [Appendix C Form I](#).

6.4.3 Safety Program

6.4.3.1 Objective

VRE's objective in requesting the information in this [RFQ Section 6.4.3](#) is to identify those Offerors that can demonstrate the ability to develop and implement an effective safety program.

The Offeror shall provide a completed copy of [Appendix C Form S](#) (Safety Questionnaire).

6.5 Qualitative Evaluation Criteria

The following criteria will be used to evaluate the SOQs.

6.5.1 Firm Experience and Past Performance

6.5.1.1 Objective

VRE's objective in requesting the information in this [RFQ Section 6.5.1](#) is to identify Offerors (Proposed Team/Subcontractors) with demonstrated experience, expertise, competence, capability, and capacity to produce quality work on projects of similar size and complexity to the L'Enfant Station and 4th Track Improvements Project.



6.5.1.2 Firm Experience and Past Performance Evaluation Criteria

Submittal Requirements:

A. **Firm Experience:**

Using the Project Description Form (Appendix C Form E-1), demonstrate the Offeror's experience by providing at least three (3), but no more than four (4) project descriptions for the Offeror and its Proposed Team/Subcontractors that are similar in program and size as the Project and which began within the past ten (10) years. At least one (1) project must be complete. Describe the experiences the Offeror and its Proposed Team/Subcontractors could apply to this Project. **There is a maximum limit of 8 pages total for each Form E-1 submitted with the SOQ.**

In particular, demonstrate experiences in each of the following areas:

1. Construction of projects of similar size, scope, and complexity as the Project;
2. Experience of the Offeror and its Proposed Team/Subcontractors working together as an integrated team in the past and delivering projects of comparable size, scope, and complexity;
3. The ability to develop and implement innovative solutions (i.e., innovative value engineering, design optimization, construction methods, materials, etc.) to accelerate construction while minimizing costs and impacts to the traveling public and train operations;
4. Use of accelerated station, track, pedestrian tunnel, and bridge construction methods to minimize impacts to rail operations and the traveling public;
5. Ideally, the experience shall be representative of projects in a commuter rail and/or freight rail setting;
6. Construction of major transportation infrastructure projects adjacent to active rail operations, ideally in a freight and/or commuter rail setting; and
7. Experience working collaboratively with owners, designers, and major stakeholders in providing constructability reviews, design optimization inputs, and managing costs and risks. **CMGC experience is not required to compete on this project and is not a scored element.**

Each project description must include the following information as appropriate:

1. Name of the project and the owner's contract number;
2. Owner's name, address, contact person, and current telephone number and e-mail address. If the owner's contact is no longer with the owner, provide an alternative contact at the agency that is familiar with the project. The alternative contact must have played a leadership role for the owner during the project;
3. Dates of construction;
4. Description of the work or services provided, and percentage and description of the overall project actually performed by the Offeror and its Proposed Team/Subcontractors; and
5. Initial construction bid price and final construction contract price for the project. Specify whether any difference in the final construction contract price resulted from owner-initiated or contractor-initiated change orders, and include a percentage breakdown of the total change order value attributable to each party.



Each Offeror and Proposed Team Member/Subcontractor shall submit an independent Appendix C Form E-1.

6.5.2 CMGC Understanding

6.5.2.1 Objective

VRE's objective in requesting the information in this RFQ Section 6.5.2 is to identify Offerors who demonstrate a clear, comprehensive, and practical understanding of the CMGC project delivery method. This includes the Offeror's ability to articulate the collaborative nature of CMGC, its benefits and challenges, and how their approach will support the successful integration of the Offeror into a unified project team alongside VRE and the Designer during both preconstruction and construction phases.

6.5.2.2 CMGC Understanding Evaluation Criteria

Submittal Requirements:

- A. Using the CMGC Understanding Form (Appendix C Form CU), provide a narrative that clearly articulates the Offeror's understanding of the CMGC delivery method. The narrative should be concise, well-organized, and demonstrate the Offeror's commitment to the CMGC process. Submissions will be evaluated based on clarity, relevance, insightfulness, and alignment with VRE's goals for collaborative and efficient project delivery. CMGC experience is not required to compete on this project and is not a scored element.
- B. The narrative should address the following (**limit 7 pages total**):
 1. A concise explanation of the CMGC process, including key phases, decision points, and the Offeror's role in each.
 2. A description of how the Offeror will foster collaboration, transparency, and trust within the integrated Project Team.
 3. The Offeror's perspective on the benefits and challenges of CMGC delivery and how they plan to leverage the process to add value to the project.



7 SHORTLISTING

7.1 General

VRE may cancel this RFQ or reject SOQs at any time prior to an award and is not required to furnish a statement of the reason why a particular SOQ was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). VRE reserves the right to modify the shortlist determination based on information learned after the initial evaluation.

7.2 Notice of Shortlist

When VRE has made a decision regarding the shortlist of Offerors, VRE will post the shortlist on its website at www.vre.org.

Announcement of the shortlist is anticipated by the date identified in RFQ Section 2.1.

7.3 Debriefing Meetings

All Offerors submitting SOQs will be notified in writing of the results of the evaluation process. Offerors not shortlisted may request a debriefing. If requested, debriefings will be provided at the earliest feasible time after notification of the shortlisted Offerors.



8 SPECIAL PROVISIONS

8.1 Signatures

All documents to be delivered pursuant to this solicitation, requiring a signature, may be executed via stamped, electronic (portable document format), photocopied, digital or scanned signature. A signed copy of the documents by any of the means listed above shall be deemed to have the same legal effect as delivery of an original executed copy.



9 INSURANCE REQUIREMENTS

The draft insurance requirements are provided below. While the referenced terms and conditions are the most recent, VRE reserves the right to update said terms and conditions prior to issuing an RFP for this Project.

9.1 General Requirements

- A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of the Contract, and any renewal thereof, adequate insurance as identified in the Appendix C Form I- Insurance Checklist. Items marked "X" are required to be provided. By signing and submitting a SOQ or Proposal under this solicitation, the Contractor certifies if awarded the Contract, the Contractor will have the insurance coverage identified and described below in the VRE Insurance Coverage Requirements at the time of Contract award.
- B. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.
- C. The Contractor agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor. All insurance provided by the Contractor and the Contractor's Subcontractors shall be primary to any insurance coverage VRE may possess.
- D. The Contractor further certifies that it and any Subcontractors shall maintain these insurance coverages and the minimum limits of liability as stated, during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia.
- E. The Contractor shall furnish VRE proof of compliance with these insurance requirements in the form of an original Certificate of Insurance signed by an authorized representative or agent of the insurance company(ies). The Certificate of Insurance must be furnished within ten (10) calendar days of receipt of the "Notice of Intent to Award" and before any work under the resultant Contract will be allowed to commence.
- F. Should the Contractor fail to provide the required insurance certificates, VRE may, at its option, determine that the Contractor has abandoned the Contract. . In no event shall work be performed until the required Certificates of Insurance have been furnished and approved by VRE.
- G. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.
- H. Renewal certificates shall be furnished to VRE not less than fourteen (14) calendar days prior to the expiration or termination date of the applicable policy(ies). Otherwise, VRE may halt all work under the Contract upon expiration or other termination of any required coverage and work will not be allowed to resume until a satisfactory renewal certificate is received.
- I. If the Contractor is furnished a written notice of cancellation from the insurance carrier, the Contractor shall provide VRE a copy of the cancellation notice within thirty (30) calendar days of receipt of the notification.
- J. In no event shall the failure by VRE to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the Contractor's obligation to obtain the required insurance coverages. Failure by VRE to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein,



or failure by VRE to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by VRE of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

9.2 Builder's Risk Insurance

A Builder's Risk Insurance Policy covering all risks of physical loss or damage, including flood and earthquake, must be issued to cover the liability of the Contractor in performance of the work under this Contract. The coverage limits under such policy shall be for not less than one hundred percent (100%) of the completed value of the project for each occurrence. Such coverage shall continue in force and effect until delivery to and acceptance by the VRE Contracting Officer or his/her designated recipient. VRE shall also be named as loss payee on the Builder's Risk Policy. Unless VRE determines that further construction is not economically feasible, VRE shall forward the proceeds of the policy to the Contractor so that the construction of the project can proceed to completion.

9.3 Commercial General Liability Insurance

- A. The Contractor shall procure and maintain, at its own expense, for the duration of the performance of the work, Commercial General Liability Insurance ("CGL Insurance") having a combined single limit of not less than \$5,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period, applying separately to each annual period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, and shall be signed and endorsed to name "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express and the Virginia Passenger Rail Authority" both as the certificate holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.
- B. The Contractor shall obtain a second separate Commercial General Liability Insurance Certificate. The certificate shall be signed and endorsed to name "CSX Transportation, Inc." both as the certificate holder and as an additional insured and shall include a severability of interests provision. The Insurance Certificate shall state that contractual liability is included within 50' of the Railroad. The signed endorsement page must be submitted with the Certificate of Insurance.

9.4 Automobile Liability Insurance

- A. The Contractor shall procure and maintain, at its own expense, for the duration of the performance of the work, Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property, applying separately to each annual period. Said policy or policies shall be endorsed to name "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express and the Virginia Passenger Rail Authority" both as the certificate holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.
- B. The Contractor shall obtain a second separate Automobile Liability Insurance Certificate. The certificate shall be signed and endorsed to name "CSX Transportation, Inc." both as the certificate



holder and as an additional insured and shall include a severability of interests provision. The signed endorsement page must be submitted with the Certificate of Insurance.

9.5 Workers' Compensation and Employers' Liability Insurance

The Contractor shall procure and maintain, at its own expense, for the duration of the performance of the work, Workers' Compensation and Employers' Liability Insurance for all of its employees engaged in the work in an amount not less than the minimum required by § 2.2-4332 of the Code of Virginia (1950), as amended, and the Virginia Workers' Compensation Act, § 65.2-100 et seq. of the Code of Virginia (1950), as amended.

9.6 Railroad Protective Liability Insurance (RPLI)

- A. The Contractor shall obtain Railroad Protective Liability insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The policy shall be signed and name "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express" as insured.
- B. VRE does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or binders as VRE must have the full original countersigned policy. The standards for VRE's RPLI requirements shall conform to the requirements numerated below for the CSX Transportation RPLI standards.
- C. The Contractor shall obtain a second separate Railroad Protective Liability insurance policy having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The policy shall be signed and name "CSX Transportation, Inc." as insured and shall satisfy the following additional CSXT requirements:
 - 1. The Railroad Protective Liability insurance policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - 2. The named insured's address shall be listed as:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202
 - 3. The name and address of the Contractor and of VRE must be shown on the declarations page.
 - 4. A description of operations and location must appear on the declarations page and must match the CSXT project description.
 - 5. Terrorism Risk Insurance Act (TRIA) coverage must be included.
 - 6. Authorized endorsements must include Pollution Exclusion Amendment – CG 28 31, unless using Form CG 00 35 version 96 and later.
 - 7. Authorized endorsements may include the following:



- A) Broad Form Nuclear Exclusion – IL 00 21
 - B) Notice of Non-Renewal or Cancellation
 - C) Required State Cancellation Endorsement
 - D) Quick Reference or Index – CL/IL 240
8. Authorized endorsements may not include:
- A) Pollution Exclusion Endorsement except CG 28 31
 - B) An Endorsement that excludes TRIA coverage
 - C) An endorsement that limits or excludes Professional Liability coverage
 - D) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - E) A Known Injury Endorsement
 - F) A Sole Agent Endorsement
 - G) A Punitive or Exemplary Damages Exclusion
 - H) A "Common Policy Conditions" Endorsement
 - I) Policies that contain any type of deductible
 - J) Any additional endorsement that is not specifically named which CSX Transportation, Inc. deems unacceptable.



10 SMALL BUSINESS CONCERNS

10.1 Small, Women-Owned and Minority-Owned (SWaM) Business Utilization

- A. The Contractor is encouraged to seek and use Small, Women-owned, and Minority-owned ("SWaM") businesses in relation to this Contract. Information regarding the Commonwealth's commitment to SWaM businesses can be found in § 2.2-4310 of the Code of Virginia (1950), as amended.
- B. The Contractor shall submit a report of SWaM utilization and payments made to SWaMs on a quarterly basis as determined by VRE. The report shall include documentation of efforts to achieve SWaM participation. The Contractor is required to maintain records and documents of payments to SWaMs for three (3) years following the performance of the Contract and shall make these records available to VRE upon request.