



**REQUEST FOR QUALIFICATIONS TITLE PAGE**  
**Include This Page as the First Page in Your Response**

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**City of Lynchburg, Virginia**  
**Procurement Division**

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**Title: Design-Build Request for Qualifications: Lakeside Drive Bridge over Blackwater Creek**

This is the City of Lynchburg's Request for Qualifications No. 20-006, issued June 7, 2019. Direct inquires for information to: Stephanie Suter; Phone: 434-455-3963. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for qualifications must be made in writing, by email to [stephanie.suter@lynchburgva.gov](mailto:stephanie.suter@lynchburgva.gov) and received by 5:00 PM, June 24, 2019. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

An optional public information meeting will be held at **11:00 AM, June 12, 2019** in the Public Works Training Room, 1700 Memorial Avenue, Lynchburg, 24501.

Sealed responses will be accepted prior to **4:00 PM, July 3, 2019**. Responses received after the stated due date and time shall not be considered. Submit responses in a sealed, opaque envelope, and put the RFQ number, title, due date and time on the lower left front. Offerors are responsible for having their responses time stamped by Procurement Division staff before the deadline indicated above and acknowledge any addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division  
Third Floor City Hall  
900 Church Street  
Lynchburg, Virginia 24504

**Information the Offeror deems Proprietary is included in the proposal response in section(s):** \_\_\_\_\_  
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Indicate which services you are requesting pre-qualification for below. Sign in ink and type or print requested information.

Full Legal Name of Offeror: \_\_\_\_\_

Fed ID: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Typed or Printed Name, Title

City Procurement Manager's Signature: *Stephanie Suter*

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## **1.0 INTRODUCTION**

The City of Lynchburg is accepting Statements of Qualifications (SOQ) from a qualified Virginia licensed Professional Engineer partnered with a Virginia licensed and insured Contractor to provide Engineering Design and the development for Lakeside Drive Bridge over Blackwater Creek Construction for the City of Lynchburg. The qualified design-build team will provide comprehensive design and construction services for the Lakeside Drive Bridge over Blackwater Creek Construction project, identifying the most environmentally sound, economically feasible solution for this work. The design-build process is being utilized for this project on the basis of its use for projects of similar size and scope, the need for a close symbiotic relationship between the design and construction elements of this project, and the need to have an expedited schedule that will reduce the overall project completion time as compared to traditional design-bid-build method.

This Design-Build Request for Qualifications (RFQ) is issued by the City of Lynchburg hereinafter referred to as "City" or "Owner" for convenience. Firms responding to this DB RFQ are hereinafter referred to as "Proposers", "Design-Build Team", or "Design-Builder" but may also be referred to as "Offeror" or "Firm" relative to Professional Engineers or Architects, or "Contractor" relative to Licensed Contractors, for convenience.

## **2.0 BACKGROUND INFORMATION**

### **2.1 Project Overview**

The Project is located in the City of Lynchburg, near the existing College Lake Dam and US-221.

The Design-Builder will construct US-221 Lakeside Drive on new alignment from Old Forest Road / College Drive to east of Joel Street. In addition to the associated road construction, the project will include the following key features:

- Roundabout intersection between Old Forest Road, College Drive, and Lakeside Drive, including analysis of potentially incorporating Hopwood Drive as a 5<sup>th</sup> approach to the roundabout
- Realignment of the existing intersection between Old Forest Road, College Drive, and Lakeside Drive, including the removal of existing signalization features
- Four-lane, multi-span bridge with sidewalk(s) over Blackwater Creek

There will be close coordination with the City project manager and consultants at all times, in order to design and construct the Lakeside Drive Bridge. Design-Build Teams shall meet all requirements of the City of Lynchburg as the regulatory and funding agency.

The City's current estimated contract value for this Project is approximately \$20,000,000, to be funded entirely by the City

### **2.2 Offeror's Scope of Work**

The selected Design-Builder shall furnish all expertise, labor, and resources necessary for the complete design and construction period services for the project in accordance with the City's procurement policies. The scope of work to be undertaken by the Design-Build team under the design-build contract for this Project will be fully identified in the Request for Proposals (RFP). The

Offeror is responsible for the design and construction of: (a) roadway; (b) survey; (c) structure and/or bridge; (d) environmental (e) geotechnical; (f) hydraulics; (g) traffic control devices; (h) transportation management plan; (i) right-of-way; (j) utilities; (k) public involvement/ relations (l) quality control; (m) construction engineering and inspection; and (o) overall Project management. The Offeror may be required to conduct traffic analysis if required for the final configuration of the roundabout intersection described in 2.1 above. Offerors should note that all work performed on this Project shall be completed using English Units.

Environmental work shall address all items necessary for the acquisition of water quality permits in the name of the Design-Builder for the Project.

Utility work includes all items necessary to perform the relocations, adjustments and coordination of utilities.

It is anticipated that all work will be within the existing City right-of-way limits and City-owned property. If the Design-Builder proposes an alternative which requires additional right-of-way, all costs associated with the acquisition of such property will be the responsibility of the Design-Builder. Any additional property acquired by the Design-Builder for the construction of the Project shall become property of the City of Lynchburg upon project completion.

Construction engineering and inspection work includes all items necessary for providing quality control in accordance with City of Lynchburg Manual of Specifications and/or Virginia Department of Transportation (VDOT) Specifications for Road and Bridge Construction 2016 (and Supplementals) as applicable.

Coordination with all third-party stakeholders is the responsibility of the Design-Builder.

### **2.3 Legislative Authority for the Project**

City of Lynchburg Section 18.1-15 Code of Ordinances and § 33.2-209(B) of the *Code of Virginia* authorizes the City to develop and award contracts using the design-build contracting method. In accordance with the law, the City completed a Solicitation Determination dated June 3, 2019. This document is available for review upon request.

### **2.4 Procurement Overview of the Project**

The City will use a two-phase selection process for the selection of a Design-Builder for the Project. This RFQ represents the first phase in the selection process. The City intends to short-list no less than two (2) and no more than four (4) highest-ranked Offerors. Only the short-listed Offerors will receive the RFP and be allowed to submit proposals. In the event the SOQ's of three (3) or less Offeror's are determined to be responsive, then those Offeror's could be considered short-listed without the SOQ's being rated and scored.

The second phase of the selection process will entail the submission of Technical Proposals and Sealed Price Proposals from each short-listed Offeror. While the RFP will contain specific requirements for the Technical and Sealed Price Proposals, as well as specific selection criteria, the City anticipates that: (a) Technical Proposals will include, among other things, the Offeror's design/conceptual plans and a Project schedule; and (b) Sealed Price Proposals will include, among

other things, the fixed price for the design and construction of the Project. The City further anticipates that upon completion of the evaluations of the Technical and Sealed Price Proposals, the City will recommend the top-ranked Offeror for an award of a fixed price design-build contract.

Alternative Technical Concepts (ATC) may be permitted during the RFP phase of the Project. Should the City decide to consider ATCs, specific details will be provided in the RFP.

Offerors are on notice that the City may, in its sole discretion, negotiate and award a design-build contract to an Offeror if, upon a written determination, the City determines that such Offeror is the only Offeror fully qualified to perform the proposed design-build contract, or that such Offeror is clearly more highly qualified than the others under consideration.

## **2.5 Schedule**

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

Advertise RFQ	6/7/2019
Project Information Meeting	6/12/2019 @ 11:00 AM
Deadline to submit questions	6/24/2019 @ 5:00 PM
City will respond to questions	6/28/2019
SOQ Submission Date	7/3/2019 @ 2:00 PM
Notification to Offerors of the short-list	7/24/2019
Anticipated RFP Release Date	8/21/2019
Anticipated Technical Proposals are due	November 2019
Anticipated Price Proposals are due	December 2019
Anticipated Notice of Intent to Award Date	January 2020
Not to Exceed Substantial Completion	September 2022
Not to Exceed Final Completion	June 2023

## **2.6 Evaluation Team**

An Evaluation Team will be appointed by the City to rate and score the SOQs. In addition to the appointed Evaluation Team, the City may use any appropriate technical resources to provide assistance in evaluating the submittals.

## 2.7 City of Lynchburg Point of Contact

The City's sole point of contact (POC) for matters related to the RFQ shall be Stephanie Suter. The City's POC is the only individual authorized to discuss this RFQ with any interested parties, including Offerors. All communications with the City's POC about the Project or this RFQ shall be in writing, as required by applicable provisions of this RFQ.

Name:	City of Lynchburg c/o Stephanie Suter, Procurement Manager
Address:	900 Church Street City of Lynchburg, VA 24504
Phone:	(434) 455-4450
Email:	Stephanie.Suter@lynchburgva.gov

All questions regarding the Project shall be directed to the City of Lynchburg's designee. Project information which has not been provided by the City in proposal/contract documents will not be binding upon the City. All written communications to the City from Offerors shall specifically reference the correspondence as being associated with "**Lakeside Drive Bridge over Blackwater Creek**".

## 2.8 RFQ Documents and Addenda

The RFQ Documents and Addenda, if any, will be posted on The City of Lynchburg website: <http://www.lynchburgva.gov/current-solicitations>.

## 2.9 Acknowledgment of Receipt of RFQ, Revisions, and/or Addenda

Offeror shall provide to the City an Acknowledgement of RFQ, Revisions, and/or Addenda within the Letter of Submittal of the Statement of Qualifications.

## 3.0 CONTENTS OF STATEMENTS OF QUALIFICATIONS

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

### 3.1 General

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

**3.1.2.** The SOQ will consist of all information required under this Section. Offerors shall complete the SOQ Checklist, Attachment 3.1.2, and include it in their SOQs. The purpose of the SOQ Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the

Offeror's SOQ and to provide a page reference indicating the location of each submittal requirement in the SOQ.

**3.13.** Offerors shall be aware that the City reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Statement of Qualifications by contacting project references, accessing public information, contacting independent parties, or any other means. The City also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's SOQ.

**3.14.** If the Offeror has concerns about information included in its Statement of Qualifications that may be deemed confidential (or Proprietary), the Offeror shall adhere to the requirements set forth by Section 10.4.2.

## **3.2 Letter of Submittal**

**3.21** The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Contract with the City. The Letter of Submittal shall be signed by an authorized representative of the Offeror's organization and shall acknowledge receipt of all procurement-related documents.

**3.22** Identify the name, title, address, phone and fax numbers, and e-mail address of an individual who will serve as the Point of Contact for the Offeror.

**3.23** Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project. A single 100% performance bond and a single 100% payment bond shall be provided regardless of any co-surety relationship.

In order to pre-qualify as a Joint Venture a completed "Joint Venture Bidding Agreement" must be submitted to the City's POC and approved by The City prior to Statement of Qualifications (SOQ) submittal due date and evidence of the approval shall be included in the appendix of the SOQ. It should be noted that a Joint Venture is not required to register with the Virginia State Corporation Commission (SCC). Each individual member of the Joint Venture must be registered with the SCC in accordance with §2.2-4311.2 of the Code of Virginia. As a requirement of prequalification, Joint Venture entities need to be properly established with a federal tax ID number. Specific guidance relative to the prequalification process can be found at the following link: <http://www.virginiadot.org/business/const/prequal.asp>.

**3.24** Identify the full legal name of both the Lead Contractor and the Lead Designer for this Project. The Lead Contractor is defined as the Offeror that will serve as the prime/general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with the City. The Lead Designer is defined as the prime design consulting firm responsible for the overall design of this Project.

**325** Provide the full legal name and address of all affiliated and/or subsidiary companies of the Offeror on Attachment 3.2.5. Indicate which companies are affiliates and which companies are subsidiaries. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates. If the Offeror does not have any affiliated and/or subsidiary companies, other than the Offeror's legal business entity, indicate such on Attachment 3.2.5.

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

**326** Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 3.2.6(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment 3.2.6(b) for the Offeror and any subconsultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the Statement of Qualifications.

If the Offeror and any subconsultant, subcontractor, or any other person or entity are unable to execute the certification, then prospective participant shall attach an explanation to its Certification Regarding Debarment Form. Failure to execute the certification will not necessarily result in denial of award but will be considered in determining the Offeror's responsibility. Providing false information may result in federal criminal prosecution or administrative sanctions.

**327** State the Offeror's VDOT prequalification number and current VDOT prequalification status (active, inactive, etc.) in the Letter of Submittal. Offeror's shall also have a City business license OR provide assurance of the ability to obtain said license prior to submission of a Technical Proposal. Provide an 8.5" x 11" copy of the Offeror's City of Lynchburg Business License (if currently licensed) and VDOT prequalification certificate or evidence indicating Offeror is currently prequalified in the appendix of the SOQ. The Offeror must be in good standing and prequalified to bid on the Project as outlined in VDOT's Rules Governing Prequalification Privileges at the time of SOQ submittal. In order to prequalify as a Joint Venture, a completed "Joint Venture Bidding Agreement" must be submitted to and approved by the City and evidence of the approval shall be included in the appendix of the SOQ.

**328** Include a letter from a surety or insurance company (with a Best's Financial Strength Rating of A minus and Financial Size Category VIII or better by A.M. Best Co.) in the appendix of the SOQ stating that the Offeror is capable of obtaining a performance and payment bond based on the current estimated contract value referenced in Section 2.1, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above

and reference the estimated contract value as identified in Section 2.1, in a manner similar to the notation provided below:

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

**329** All business entities on the Offeror’s proposed team must comply with the law about their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror’s proposed team shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. All business entities on the Offeror’s proposed team shall satisfy all commercial and professional registration requirements, including, but not limited to those requirements of the Virginia State Corporation Commission (SCC) and the Virginia Department of Professional and Occupational Regulations (DPOR). Full size copies of DPOR licenses and SCC registrations, or evidence indicating the same, should be included in the appendix of the SOQ. Additionally, the following information should be provided on Attachment 3.2.9:

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

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

### 3.3 Offeror's Key Personnel

The Offeror should provide sufficient information to enable the City to understand and evaluate the Offeror's Team and its Key Personnel. The Offeror should respond to the following:

**331** Provide the identity of and information about the Key Personnel listed below. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Design-Build Contract. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment 3.3.1. Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ. The Key Personnel shall be employed full time by the respective firms shown on the Organizational Chart at the time of submitting SOQs.

- 1 **Design-Build Project Manager (DBPM)** – This individual shall be responsible for the overall Project design and construction and shall have the necessary expertise and experience required to supervise and exercise a degree of control of the Work. Work is comprised of all Design-Builder's design, construction, quality management, contract administration and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents in a timely manner. The individual should be capable of answering questions/inquiries relevant to the project. The DBPM shall be responsible for meeting the Design-Builder's obligations under the Contract and avoiding and resolving disputes. This individual shall also coordinate any required public outreach and public meetings.
- 2 **Quality Control Manager (QCM)** – This individual shall oversee all Quality Control (QC) inspection, testing, and quality control management on behalf of the design-builder. This individual shall be responsible for preparing and implementing a Quality Control Program for the project. The QCM will ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements and the "approved for construction" plans and specifications. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia. **Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the QCM is currently obligated.**
- 3 **Design Manager (DM)** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The DM shall be responsible for establishing and overseeing a Quality Assurance/Quality Control (QA/QC) program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability for the Project. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.
- 4 **Construction Manager (CM)** – This individual, **who will be required to be on the Project site for the duration of construction operations**, shall be responsible for managing the construction process, to include all QC activities to ensure the materials used and work performed meet contract requirements and the "approved for construction" plans and specifications. The CM shall hold a Virginia Department of

Environmental Quality (DEQ) Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) or a statement shall be included indicating this individual will hold these certifications prior to the commencement of construction. **Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Quality Assurance Manager (QAM) is currently obligated.**

**Evaluation Criteria 3.3.1:** Extent to which the qualifications and experience of each of the Key Personnel demonstrates their role, responsibility, and specific job duties as it relates to the needs of this Project as specified in Section (g) of Attachment 3.3.1. The resume should provide confidence to the City that the Project and risks will be effectively managed through personal competence, accountability and availability to successfully deliver the Project. The City reserves the right to consider as part of the evaluation of the Key Personnel their availability and/or performance on past the City projects through review of the City records such as change requests and reference checks with the City Project Manager(s).

**332** Furnish an organizational chart showing the “chain of command” of all companies, including individuals responsible for pertinent disciplines, proposed on the Offeror’s team. Identify major functions to be performed and their reporting relationships in managing, designing and constructing the Project and as required in Section 3.3.1. The team proposed by Offeror including the Lead Contractor, the Lead Designer, Key Personnel, subcontractor and/or sub consultant and other individuals identified on the organizational chart shall remain on the Offeror’s team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract as required in Section 10.1.

The organizational chart should show a clear separation between the QC and construction activities. This includes separation between QC inspection and field/laboratory testing. Additionally, furnish a narrative describing the functional relationships and communication among participants, including design and construction team interaction throughout the Project.

**Evaluation Criteria 3.3.2:** Extent to which the organizational chart and narrative includes pertinent disciplines required for the Project and demonstrates a well-integrated organization throughout the design and construction of the Project. Furthermore, the reporting relationships are presented clearly with logical and appropriate reporting lines incorporating all aspects of management, design and construction for the Project, including the City and third parties, supporting effective communication and providing confidence to the City that the Project will be delivered in accordance with the contract requirements. A clear separation is shown between QC programs and construction activities. The City reserves the right to consider as part of the evaluation of the Offeror’s organizational structure, the Offeror’s ability to keep their team intact to include Key Personnel for the duration of the procurement and throughout construction based on the City’s knowledge of personnel changes made by the Offeror on previous City of Lynchburg or VDOT Design-Build Contracts.

#### **3.4 Experience of Offeror’s Team**

Provide sufficient information to enable the City to understand and evaluate the experience of the Offeror’s team on projects of similar scope and complexity.

**341** Identify on the Lead Contractor Work History Form (Attachment 3.4.1(a)) three (3) relevant

projects by the Lead Contractor for this Project as identified Section 3.2.4, focusing on what the Offeror considers most relevant in demonstrating the Lead Contractor's qualifications to serve as the Lead Contractor for this Project.

If work identified on the Lead Contractor Work History Form was performed by an affiliated or subsidiary company of the Lead Contractor, explain the justification for utilizing an affiliated or subsidiary company to satisfy the relevant project experience on this Project and the control the Lead Contractor will exercise over the affiliated or subsidiary company on this Project. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project, indicate their responsibilities on the organizational chart and discuss how the Lead Contractor will be responsible for the work performed by the affiliated or subsidiary company on this Project. For all projects on the Lead Contractor Work History Form, identify the prime design consultant responsible for the overall project design of the projects listed on the Lead Contractor Work History Form.

Identify on the Lead Designer Work History Form (Attachment 3.4.1(b)) three (3) relevant projects by the Lead Designer for this Project as identified in Section 3.2.4, focusing on what the Offeror considers most relevant in demonstrating the Lead Designer's qualifications to serve as the Lead Designer for this Project. For all projects on the Lead Designer Work History Form, identify the prime/general contractor responsible for overall construction of the projects listed on the Lead Designer Work History Form.

A narrative description should be included on the Work History Form for each project. The Work History Form shall include only one singular project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be considered a single project. If the Offeror chooses to submit work performed as a Joint Venture or Partnership, identify how the Joint Venture or Partnership was structured and provide a description of the portion of the work performed only by the Offeror's firm. Any deviations from the requirements noted herein may render a SOQ non-responsive.

**Evaluation Criteria 3.4.1:** Extent to which the experience provided on the Lead Contractor and Lead Designer Work History Forms demonstrates the successful delivery of relevant projects with similar scope and complexity.

### **3.5 Project Risks**

**351** The City has identified the impact of adverse weather on the construction schedule as a significant project risk. The Offeror shall identify and discuss at least two additional **unique** risks for this Project, focusing on what is considered the most relevant and critical to the success of this Project. Provide a narrative for each risk that describes why the risk is critical, indicates the impact the risk will have on the Project and discusses the mitigation strategies the Offeror's team may implement to address the risk. Describe the role that the Offeror expects the City or other agencies may have in addressing these Project risks. Each risk identified should be a unique, singular risk and should not include multiple subsets under a risk category.

**Evaluation Criteria 3.5.1:** Extent to which Offeror has addressed the Project Risks as well as, explained the impact of each risk and developed an appropriate mitigation strategy that will ensure the successful delivery of the Project and will minimize the likelihood of additional efforts

needed by the City or other agencies.

#### **4.0 EVALUATION OF THE STATEMENTS OF QUALIFICATIONS**

**4.01** The City’s Evaluation Team will rate and score (in their sole discretion) the Offeror’s Statements of Qualifications based upon the evaluation criteria found in this RFQ. Failure to meet all RFQ requirements may render a Statement of Qualification non-responsive.

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

#### **4.1 Statement of Qualifications Evaluation Factors**

**4.11** The Statements of Qualifications will be evaluated based upon the following:

<b>Section</b>	<b>Weight</b>
3.3 Offeror’s Team Structure	
3.3.1 – Key Personnel	20%
3.3.2 – Organizational Chart and Non-Key Personnel	10%
3.4 Experience of Offeror’s Team	40%
3.5 Project Risks	30%
<b>TOTAL</b>	<b>100%</b>

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

- (a) For each sub factor the Evaluation Team will assign a numerical score based on a 1- 10 scale.
- (b) The score for each Section will be multiplied by the associated Weight percentage and rounded to the nearest one hundredth of a point.
- (c) The scores for each Section in (b) above will be added together. This score will be the total score of the Statement of Qualifications.

#### **5.0 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS**

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

## **5.1 Due Date, Time and Location**

All submissions, including hand-delivered packages, US Postal Service regular mail, US Postal Service express mail, or private delivery service (FEDEX, UPS, courier etc.) must be delivered to the following individual at the following address by the due date and time set forth in Section 2.5:

City of Lynchburg  
900 Church Street  
Lynchburg, VA 24504  
Attn: Stephanie Suter, Procurement  
Manager

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

## **5.2 Format**

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

**521** A sealed parcel containing the Statements of Qualifications shall be submitted on the due date and time set forth in Section 2.5. If the sealed Statements of Qualifications is not submitted on or before the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for this Project. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as the Statement of Qualifications.

**522** The Statement of Qualifications shall be:

- .1 Prepared on 8.5" x 11" white paper (Work History Forms shall be prepared on 11" x 17" paper, but must be folded to 8.5" x 11")
- .2 Typed on one (1) side only
- .3 Separated by numbered tabs with sections corresponding to the order set forth in Section 3.0.

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

The format and appearance, including existing text, of the Key Personnel Resume Form and the Work History Forms should not be modified. The Key Personnel Resume Forms shall not exceed two (2) pages for each Key Personnel. The Work History Forms shall not exceed one (1) page per project for each the Lead Contractor and the Lead Designer.

(1) Each Offeror shall deliver five (5) original paper version of the Statements of Qualifications, with full supporting documentation, which must bear original signatures, and one (1) USB Flash Drive containing the entire Statement of Qualifications in a single cohesive Adobe PDF file.

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

The original Statement of Qualifications shall include:

- Letter of Submittal
- Evaluation Criteria
  - Offeror's Team Structure
  - Experience of the Offeror's Team
  - Project Risks
- The SOQ Checklist
- List of Affiliated and Subsidiary Companies
- Debarment Forms
- Offeror's VDOT Prequalification Certificate and City of Lynchburg Business License (if currently held)
- Surety Letter
- SCC and DPOR Information Tables
- Full size SCC and DPOR supporting registration/ license documentation
- Key Personnel Resume Forms
- Work History Forms

The Statement of Qualifications shall be no more than fifteen (15) pages total. Page number references should be included in the lower right-hand corner on each page of the Statement of Qualifications. **The City will remove and discard all pages in excess of the stipulated page limit.** Animated videos/ motion pictures are prohibited. The SOQ Checklist, List of Affiliated and Subsidiary Companies, Debarment Forms, Offeror's VDOT Prequalification Certificate, Offeror's City Business License, Surety Letter, SCC and DPOR Information Tables, Full-size SCC and DPOR supporting registration/license documentation, Key Personnel Resume Forms, and Work History Forms shall be included in appendices and these documents shall not be counted against the above-referenced page limit. The numbered tabs separating each section shall not count against the above referenced page limit, provided that no project specific information is included on them.

## **6.0 QUESTIONS AND CLARIFICATIONS**

**6.1** All questions and requests for clarification regarding this RFQ shall be submitted to the City's POC in writing (submission by email is acceptable). No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

**6.2** All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.5. Questions or clarifications requested after such date and time will not be answered, unless the City elects, in its sole discretion, to do so.

**6.3** The City's responses to questions or requests for clarification shall be in writing and may be accomplished by an Addendum to this RFQ. The City will not be bound by any oral communications, or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

**6.4** The City, in its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the Statement of Qualifications and to help rate and score the Offerors.

## **7.0 RIGHTS AND OBLIGATIONS OF THE CITY**

### **7.1 Reservation of Rights**

In connection with this procurement, the City reserves to itself all rights (which rights shall be exercisable by the City in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

**7.1.1** The right to cancel, withdraw, postpone or extend this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the City of a design-build contract, without incurring any obligations or liabilities.

**7.1.2** The right to issue a new RFQ.

**7.1.3** The right to reject all submittals, responses and proposals received at any time.

**7.1.4** The right to modify all dates set or projected in this RFQ.

**7.1.5** The right to terminate evaluations of responses received at any time.

**7.1.6** The right to suspend and terminate the procurement process for the Project, at any time.

**7.1.7** The right to revise and modify, at any time prior to the RFP submittal date, factors it will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology.

**7.1.8** The right to waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.

**7.1.9** The right to issue addenda, supplements, and modifications to this RFQ, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.

**7.1.10** The right to permit submittal of addenda and supplements to data previously provided with

any response to this RFQ until such time as the City declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.

**7.1.11** The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

**7.1.12** The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFQ, including the right to seek clarifications from Offerors.

**7.1.13** The right to permit Offerors to add or delete firms and/or key personnel until such time as the City declares in writing that a particular stage or phase of its review has been completed and closed.

**7.1.14** The right to add or delete Offeror responsibilities from the information contained in this RFQ or the subsequent RFP.

**7.1.15** The right to appoint and change appointees of any Evaluation Team.

**7.1.16** The right to use assistance of technical and legal experts and consultants in the evaluation process.

**7.1.17** The right to waive deficiencies, informalities and irregularities in an SOQ, accept and review a non-conforming SOQ or seek clarifications or supplements to an SOQ.

**7.1.18** The right to disqualify any Offeror that changes its submittal without City approval. The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFP.

**7.1.19** The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFQ.

**7.1.20** The right to use all or part of an unsuccessful short-listed Offeror's proposal that accepts a Proposal Payment (subject to reservations below).

## **7.2 The City Not Obligated for Costs of Proposing**

The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or the subsequent RFP. All such costs shall be borne solely by each Offeror and its team members.

The City reserves the right, in its sole discretion, to pay a stipend to Design-Builders which have been selected to receive a Request for Proposals AND who provide Technical and Price Proposals which are deemed to be responsive and responsible in accordance with the forthcoming RFP. The terms and conditions for attaining such Proposal Payment will be identified in the RFP.

## **8.0 PROTESTS**

This Section simply summarizes protest remedies available with respect to the provisions of the *Code of Virginia* that are relevant to protests of awards or decisions to award Design-Build Contracts by the City. This Section does not purport to be a complete statement of those provisions and is qualified in its entirety by reference to the actual provisions themselves.

In accordance with § 2.2-4360, of the *Code of Virginia*, if an unsuccessful Offeror wishes to protest the award or decision to award a contract, such Offeror must submit a protest in writing to the City's POC no later than ten (10) calendar days after the award or the announcement posting the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. No protest shall lie for a claim that the selected Offeror is not a responsible bidder.

Public notice of the award or the announcement of the decision to award shall be given by the public body in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. However, if the protest of any Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under § 2.2-4342, of the *Code of Virginia*, then the time within which the protest must be submitted shall expire ten (10) calendar days after those records are available for inspection by such Offeror under § 2.2-4342, of the *Code of Virginia*.

The City shall issue a decision in writing within ten (10) calendar days of the receipt of any protest stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) calendar days of receipt of the written decision, by instituting legal action in accordance with § 2.2-4364, of the *Code of Virginia*.

Pursuant to § 2.2-4362, of the *Code of Virginia*, an award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination by the Commissioner, or his designee, that proceeding without delay is necessary to protect the public interest or unless the Design-Build Proposal would expire. Further, pursuant to § 2.2-4361, of the *Code of Virginia*, pending a final determination of a protest or appeal, the validity of the contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

## **9.0 ADMINISTRATIVE REQUIREMENTS**

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

**9.1** All Offerors and Submittals must at the time of their SOQ submittal comply with the law and nothing herein is intended to contradict, nor supersede, any applicable State and Federal laws and regulations. All Offerors shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide all services proposed and related to the Project. Unless exempted by §§ 54.1-401, 54.1-402, or 54.1-402.1 of the *Code of Virginia*, any person, partnership, corporation, or other entity offering or practicing architecture, engineering, or land surveying shall be registered or licensed in accordance with the provision of *Chapter 4, Title*

*54.1 of the Code of Virginia.* Offerors shall satisfy at the time of their SOQ submittal all commercial and professional registration requirements, including, but not limited to the requirements of the State Corporation Commission and the Department of Professional and Occupational Regulations.

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

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

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

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

The Offerors shall note and comply with Commonwealth of Virginia Executive Order 61 Ensuring Equal Opportunity and Access for all Virginians in state contracting and public services. The Offerors shall maintain a non-discrimination policy, which prohibits discrimination by the Offeror on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. This policy shall be followed in all employment practices, subcontracting practices, and delivery of goods or services. The Offerors shall also include this requirement in all subcontracts valued over \$10,000.

**9.6** Offerors are prohibited to access City right of way and private property within the Project Limits to perform any activities other than to observe the conditions of the site, unless otherwise approved in writing by the City's POC included in Part 1, Section 2.7. Furthermore, the Offerors are on notice that any unauthorized access to City right of way and private property within the Project may be considered sufficient for the disqualification of the Offeror or may render the Offeror's Proposal non-responsive or both.

## **10.0 MISCELLANEOUS**

### **10.1 Requirement to Keep Team Intact**

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, Lead Contractor, the Lead Designer, Key Personnel, Sub-Contractor and/or Sub-Consultant and other individuals identified pursuant to Section 3.3, shall remain on the Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. The Offeror shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability,

incapacity, or as otherwise approved by the City. Any proposed change of Key Personnel must be submitted in writing to the City's POC, who, in his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Contract.

## **10.2 Conflict of Interest**

**10.2.1** Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or the City's Design-Build program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to the City's POC.

**10.2.2** The City, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by the City's determination in this matter may result in a proposal being declared non-responsive.

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

**10.2.3.1** An organization or individual hired by the City to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.

**10.2.3.2** An organization or individual hired by the City to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for the City's Design-Build program, and as a result has a unique competitive advantage relative to the Project.

**10.2.3.3** An organization or individual with a present or former contract with the City to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.

**10.2.3.4** An organization or individual with a present contract with the City to provide assistance in Design-Build contract administration for the Project.

**10.2.4** The City reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

**10.2.5** The City may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this Section. If

documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If an Offeror elects not to disclose, then the Offeror may be declared non-responsive.

**10.2.6** The City has determined these firms unable to submit, or be a part of an Offeror's Team, for this RFQ:

ATCS, PLC  
Schwartz & Associates, Inc.  
DRMP, Inc.  
Froehling & Robertson, Inc.

### **10.3 Ethics in Public Contracting Act**

The City may, in its sole discretion, disqualify the Offeror from further consideration for the award of the Design-Build Contract if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Contracting Act, Section 2.2-4367 of the Virginia Code, or any similar statute involving the Offeror in the procurement of the contract.

### **10.4 Virginia Freedom of Information Act**

**10.4.1** All SOQs submitted to the City become the property of the City and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (Section 2.2—3700 et seq. of the *Code of Virginia*). Offerors are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth or the City be liable to an Offeror for the disclosure of all or a portion of a SOQ submitted pursuant to this request not properly identified as confidential.

**10.4.2** If a responding Offeror has special concerns about information which it desires to make available to the City but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such responding Offeror should specifically and conspicuously designate that information as such in its SOQ and state in writing why protection of that information is needed. The Offeror should make a written request to the City's POC. The written request shall:

- .1 Invoke such exemption upon the submission of the materials for which protection is sought.
- .2 Identify the specific data or other materials for which the protection is sought.
- .3 State the reasons why the protection is necessary.
- .4 Indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted. Failure to take such precautions prior to submission of a SOQ may subject confidential information to disclosure under the Virginia FOIA.

**10.4.3** Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the City to treat the entire SOQ as public information. Nothing contained in

this provision shall modify or amend requirements and obligations imposed on the City by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

**10.4.4** In the event the City receives a request for public disclosure of all or any portion of a SOQ identified as confidential, the City will attempt to notify the Offeror of the request, providing an opportunity for such Offeror to assert, in writing, claimed exemptions under the FOIA or other Virginia law. The City will come to its own determination whether or not the requested materials are exempt from disclosure. In the event the City elects to disclose the requested materials, it will provide the Offeror advance notice of its intent to disclose.

**10.4.5** Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Offeror's SOQ, it is the City's intention, subject to applicable law, not to consider a request for disclosure until after the City's issuance of a Notice of Intent to Award. Offerors are on notice that once a Design-Build Contract is executed, some or all of the information submitted in the SOQ may lose its protection under the applicable Virginia law.

## **10.5 Compliance with the Law**

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

## **11.0 ATTACHMENTS**

The following attachments are specifically made a part of, and incorporated by reference into, this RFQ:

ATTACHMENT 3.1.2	--	SOQ CHECKLIST
ATTACHMENT 3.2.5	--	AFFILIATED AND SUBSIDIARY COMPANIES
ATTACHMENT 3.2.6(a)	--	CERTIFICATION REGARDING DEBARMENT PRIMARY COVERED TRANSACTIONS
ATTACHMENT 3.2.6(b)	--	CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS
ATTACHMENT 3.2.9	--	SCC AND DPOR INFORMATION TABLE
ATTACHMENT 3.3.1	--	KEY PERSONNEL RESUME FORM
ATTACHMENT 3.4.1(a)	--	WORK HISTORY FORM/LEAD CONTRACTOR
ATTACHMENT 3.4.1(b)	--	WORK HISTORY FORM/LEAD DESIGNER

**ATTACHMENT 2.10**

**City of LYNCHBURG**

RFQ NO. \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RFQ, REVISION AND/OR ADDENDA**

Acknowledgement shall be made of receipt of the Request for Qualifications (RFQ) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the City prior to the Statement of Qualifications (SOQ) submission date shown herein. Failure to include this acknowledgement in the SOQ may result in the rejection of your SOQ.

By signing this Attachment 2.10, the Offeror acknowledges receipt of the RFQ and/or following revisions and/or addenda to the RFQ for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of

\_\_\_\_\_

(Date)

2. Cover letter of

\_\_\_\_\_

(Date)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**ATTACHMENT 3.1.2**

**Project: Lakeside Drive over Blackwater Creek**  
**STATEMENT OF QUALIFICATIONS CHECKLIST AND CONTENTS**

Offerors shall furnish a copy of this Statement of Qualifications (SOQ) Checklist, with the page references added, with the Statement of Qualifications.

<b>Statement of Qualifications Component</b>	<b>Form (if any)</b>	<b>RFQ Cross reference</b>	<b>Included within 15page limit?</b>	<b>SOQ Page Reference</b>
<b>Statement of Qualifications Checklist and Contents</b>	Attachment 3.1.2			
<b>Acknowledgement of RFQ, Revision and/or Addenda</b>	Attachment 2.10			
<b>Letter of Submittal (on Offeror's letterhead)</b>				
Authorized Representative's signature	NA			
Offeror's point of contact information	NA			
Principal officer information	NA			
Offeror's Corporate Structure	NA			
Identity of Lead Contractor and Lead Designer	NA			
Affiliated/subsidiary companies	Attachment 3.2.5			
Debarment forms	Attachment 3.2.6(a) Attachment 3.2.6(b)			
Offeror's CITY/VDOT prequalification evidence	NA			
Evidence of obtaining bonding	NA			

**ATTACHMENT 3.1.2**

**Project: Lakeside Drive over Blackwater Creek**  
**STATEMENT OF QUALIFICATIONS CHECKLIST AND CONTENTS**

Statement of Qualifications Component	Form (if any)	RFQ Cross reference	Included within 15page limit?	SOQ Page Reference
<b>SCC and DPOR registration documentation (Appendix)</b>	Attachment 3.2.9			
Full size copies of SCC Registration	NA			
Full size copies of DPOR Registration (Offices)	NA			
Full size copies of DPOR Registration (Key Personnel)	NA			
Full size copies of DPOR Registration (Non-APELSCIDLA)	NA			
<b>Offeror's Team Structure</b>				
Identity of and qualifications of Key Personnel	NA			
Key Personnel Resume – DB Project Manager	Attachment 3.3.1			
Key Personnel Resume – Quality Control Manager	Attachment 3.3.1			
Key Personnel Resume – Design Manager	Attachment 3.3.1			
Key Personnel Resume – Construction Manager	Attachment 3.3.1			
Organizational chart	NA			
Organizational chart narrative	NA			

**ATTACHMENT 3.1.2**

**Project: Lakeside Drive over Blackwater Creek**  
**STATEMENT OF QUALIFICATIONS CHECKLIST AND CONTENTS**

<b>Statement of Qualifications Component</b>	<b>Form (if any)</b>	<b>RFQ Cross reference</b>	<b>Included within 15page limit?</b>	<b>SOQ Page Reference</b>
<b>Experience of Offeror's Team</b>				
Lead Contractor Work History Form	Attachment 3.4.1(a)			
Lead Designer Work History Form	Attachment 3.4.1(b)			
<b>Project Risk</b>				
Provide a narrative for the City's identified project risk	NA			
Identify and discuss two additional <b>unique</b> risks that are critical for the Project	NA			



**ATTACHMENT 3.2.6(a)**

**CERTIFICATION REGARDING DEBARMENT PRIMARY COVERED TRANSACTIONS**

**Project No.:**

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

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Signature

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Date

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Title

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Name of Firm

**ATTACHMENT 3.2.6(b)**

**CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED  
TRANSACTIONS**

**Project No.:**

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

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Signature

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Date

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Title

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Name of Firm





## ATTACHMENT 3.3.1

### KEY PERSONNEL RESUME FORM

<b>Brief Resume of Key Personnel anticipated for the Project.</b>
a. Name & Title:
b. Project Assignment:
c. Name of all Firms with which you are employed at the time of submitting SOQ. In addition, please denote the type of employment (Full time/Part Time):
d. Employment History: With this Firm ____ Years with Other Firms ____ Years Please list chronologically (most recent first) your employment history, position, general responsibilities, and duration of employment for the last fifteen (15) years. (NOTE: If you have less than 15 years of employment history, please list the history for those years you have worked. Project specific experience shall be included in Section (g) below):
e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:
f. Active Registration: Year First Registered/ Discipline/VA Registration #:
g. Document the extent and depth of your experience and qualifications relevant to the Project. <ol style="list-style-type: none"><li>1. <i>Note your role, responsibility, and specific job duties for each project, not those of the firm.</i></li><li>2. <i>Note whether experience is with current firm or with other firm.</i></li><li>3. <i>Provide beginning and end dates for each project; projects older than fifteen (15) years will not be considered for evaluation.</i></li></ol> <b>(List only three (3) relevant projects* for which you have performed a similar function. If additional projects are shown in excess of three (3), the SOQ may be rendered non-responsive. In any case, only the first three (3) projects listed will be evaluated.)</b>
<small>* On-call contracts with multiple task orders (on multiple projects) may not be listed as a single project.</small>
h. For Key Personnel required to be on-site full-time for the duration of construction and for the QAM, provide a current list of assignments, role, and the anticipated duration of each assignment.

**ATTACHMENT 3.4.1(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement. (in thousands)
					Original Contract Value	Final or Estimated Contract Value	
Name:  Location:	Name:	Name of Client/ Owner: Phone: Project Manager: Phone: Email:	MM/YYYY	MM/YYYY			
<p>h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on <u>this</u> Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include only one singular project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be considered a single project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be claimed as a single project on this form. If the Offeror chooses to submit work performed as a Joint Venture or Partnership, identify how the Joint Venture or Partnership was structured and provide a description of the portion of the work performed only by the Offeror's firm.</p>							

**ATTACHMENT 3.4.1(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

a. Project Name & Location	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities.	d. Construction Contract Start Date	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name:  Location:	Name:	Name of Client: Phone: Project Manager: Phone: Email:	MM/YYYY	MM/YYYY			
h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant. The Work History Form shall include only one singular project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be considered a single project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be claimed as a single project on this form.							



**ATTACHMENT 4.1.2**

**Sample SOO Score Sheet**

SOQ SHORT LIST SCORE SHEET

DESIGN-BUILD PROJECT: Sample

UPC: 01234

DESCRIPTION: Sample

OFFEROR: Sample

LEAD CONTRACTOR: Sample

LEAD DESIGNER: Sample

OFFEROR NO:

1

DATE:

	NUMERICAL VALUE <sup>1</sup>	CONSENSUS SCORE	RATING WEIGHT	WEIGHTED SCORE
<b>3.3 OFFEROR'S TEAM STRUCTURE</b>	1-10	5.00	30%	1.50
<b>3.4 EXPERIENCE OF OFFEROR'S TEAM</b>	1-10	6.50	40%	2.60
<b>3.5 PROJECT RISK</b>	1-10	7.00	30%	2.10
			<b>SUM</b>	<b>6.20</b>
			<b>TOTAL SCORE</b>	<b>62.00</b>

**Notes:**

<sup>1</sup> Description of Scoring Ranges is provided in the *Design-Build Evaluation Guidelines* , revised May 2014