



**COMPETITIVE SEALED PROPOSALS
PROCUREMENT**

**STEP ONE: REQUEST FOR
QUALIFICATIONS (RFQ)**

**ICC CONTRACT 'B'
DESIGN-BUILD PROJECT
MD 200**

East of MD 97 to West of US 29

**Contract Number: AT3765B60
F.A.P. No. AC-NH-ICC-1(1)N**

August 14, 2007



**Maryland Department
of Transportation**



**Maryland
Transportation
Authority**

Martin O'Malley, *Governor*
Anthony G. Brown, *Lt. Governor*



John D. Porcari, *Secretary*
Neil J. Pedersen, *Administrator*

Maryland Department of Transportation

August 14, 2007

Dear Prospective Design-Build Team:

The Maryland State Highway Administration (SHA) invites you to be a part of Maryland transportation history by participating in the procurement process for Contract B of the long-awaited Intercounty Connector (ICC) project. The Federal Highway Administration approved the Final Environmental Impact Statement (FEIS)/Section 4(f) document January 3, 2006 and the Record of Decision (ROD) May 29, 2006. We now have our NEPA approvals and US Army Corps of Engineers 404/Maryland Department of the Environment permits in place, and with our full funding also in place, expect to break ground this year on ICC Contract A. On behalf of Marylanders who will enjoy quicker commutes and better quality of life with the ICC, I strongly encourage your firm's pursuit of this opportunity.

Some of the largest contracts ever offered by the State of Maryland will encompass the design and construction of the ICC, an 18.8-mile highway that will connect the technology corridor of I-270/370 with the commercial corridor of I-95/US 1. This project, Maryland's most important transportation priority, will be completed in five major contracts, the first of which, Contract A, is being procured now and has received a limited Notice to Proceed on June 8, 2007.

The SHA will partner with the successful design-build team to construct the ICC with the utmost environmental sensitivity, a strong commitment to quality and safety, and achievement of our Minority Business Enterprise/Disadvantaged Business Enterprise (MBE/DBE) goals, while adhering to our budget and schedule. I urge you to learn more about this project by reviewing the enclosed materials and visiting our procurement website at www.iccproject.com.

The SHA held a **Pre-SOQ Informational Meeting on May 16, 2007** at the BWI Airport Marriott Hotel/Conference Center located at the BWI Thurgood Marshall Airport. During this meeting, SHA's Project Goals, details on Contract B, the Request for Qualifications (RFQ), and SHA's expectations for the Request for Proposals (RFP), which we anticipate posting in draft form on the ICC website in mid-2007, were discussed. The full presentation from this meeting may be viewed under Contract B on the ICC website at www.iccproject.com.

Your participation, and that of others pursuing ICC contracts, will help lay the foundation for a more prosperous and connected Maryland. If you have any questions about this contract before submittal of your Statement of Qualifications (SOQ), please call Ms. Melinda Peters, Director of the Intercounty Connector, at 410-545-8772 or 888-228-6971, or email her at ICCCContractB@sha.state.md.us. After submittal, I will be the sole point of contact.

Sincerely,

A handwritten signature in black ink that reads 'Robert P. Gay'.

Robert P. Gay
Director, Office of Procurement and Contracts

Enclosure

Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.marylandroads.com

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

STATE HIGHWAY ADMINISTRATION

**Competitive Sealed Proposals Procurement
Step One: Request for Qualifications (RFQ)**

**CONTRACT NUMBER: AT3765B60
F.A.P. No. AC-NH-ICC-1(1)N**

**ICC CONTRACT 'B'
DESIGN-BUILD PROJECT
MD 200**

**from approximately 1,600 feet East of MD 97
to approximately 2,000 feet West of US 29**

Montgomery County

August 14, 2007

An RFQ "Pre-SOQ" Informational Meeting for the purposes of answering or obtaining answers to questions of parties interested in submitting a Statement of Qualifications (SOQ) package was held **May 16, 2007**, at the BWI Airport Marriott Hotel/Conference Center. The full presentation from this meeting may be viewed under Contract B on the ICC website at www.iccproject.com.

Minority Business Enterprises are encouraged to respond to this Solicitation Notice.

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SECTION 1
INTRODUCTION AND PRELIMINARIES

This Request for Qualifications (RFQ) seeks Statements of Qualifications (SOQs) from firms (Proposers) interested in performing design, construction, and other identified activities for the Intercounty Connector (ICC) Contract B Design-Build Project (the PROJECT).

The Administration (SHA) is seeking teams of designers and contractors who are qualified and prepared in all respects to undertake the complete design and construction of the PROJECT. A locally preferred alternative was announced in July of 2005, a Final Environmental Impact Statement (FEIS)/Section 4(f) Evaluation was approved January 3, 2006, and a Federal Highway Administration (FHWA) Record of Decision (ROD) was approved May 29, 2006. With full funding for the ICC project in place, the State of Maryland's goal is to issue NTP for Contract B in early 2008. The ICC will be owned and operated by the MdTA (Authority), which owns toll highways, bridges, and tunnels in Maryland. The SHA, working in cooperation with and acting on behalf of the Authority, is responsible for the environmental approvals for the PROJECT, and will take the lead in acquiring property, preparation, and execution of contracts, and administration of design and construction of the PROJECT.

SOQs will only be accepted from Proposers that have assembled a team capable of providing all services and improvements required under the PROJECT. Responses from individual engineering, construction, or consultant firms not prepared to provide all required services and improvements will not be accepted.

This RFQ is the first step of a Competitive Sealed Proposals procurement under the State Finance and Procurement Article of the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR), Title 21. In order to be invited to proceed to the second step of the procurement process, a Proposer must respond timely to this RFQ and be selected for the Reduced Candidate List (RCL), described herein.

1.1 ABBREVIATIONS AND DEFINITIONS

The following abbreviations and capitalized terms used in this RFQ shall have the meanings indicated below. See Part 2, DB GP Section 1 of the ICC Contract A RFP, on www.iccproject.com, for definitions of capitalized terms used but not defined herein.

1.1.1 Abbreviations

AA	Affirmative Action
CFR	Code of Federal Regulations
COMAR	Code of Maryland Regulations
DBE	Disadvantaged Business Enterprise
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EM	Environmental Manager
FEIS	Final Environmental Impact Statement

FHWA	Federal Highway Administration, US Department of Transportation
GEC	General Engineering Consultant
IA	Independent Assurance
ISA	Initial Site Assessment
ITP	Instructions to Proposers
JV	Joint Venture
LLC	Limited Liability Company
MDOT	Maryland Department of Transportation
MdTA	Maryland Transportation Authority (also "Authority")
MBE	Minority Business Enterprise
N/A	Not Applicable
NTP	Notice to Proceed
PI	Public Information
PM	Project Manager
PSI	Preliminary Site Investigation
QA	Quality Assurance
QC	Quality Control
RCL	Reduced Candidate List
RFP	Request for Proposals
RFQ	Request for Qualifications
ROD	Record of Decision (State & Federal)
ROW	Right(s)-of-Way
SHA	State Highway Administration
SOQ	Statement of Qualifications
SPA	Special Protection Areas
US DOT	United States Department of Transportation

1.1.2 Definitions

“Addenda/Addendum” means supplemental written additions, deletions, and modifications to the provisions of the RFQ after the Advertisement date of the RFQ.

“Administration” means the State Highway Administration (SHA), the PROJECT contracting agency.

“Advertisement” means the public announcement inviting prospective Proposers to obtain an RFQ and submit an SOQ.

“Affiliate” means:

- (a) Any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Proposer or any Principal Participant; or
- (b) Any Person in which the Proposer, any Principal Participant, or any Affiliate under part (a) of this definition holds a significant equity interest.

As used in the foregoing definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise, and the term “significant” means a 10% or greater interest, whether held directly or indirectly, beneficially or of record.

“**Authority**” means the Maryland Transportation Authority (also “MdTA”), a stakeholder in the Project and the ultimate owner of the Project at completion.

“**Commitment Tracking Database**” means the database that has been compiled by the Administration, which includes permit conditions, commitments and considerations that must be adhered to by the PROJECT.

“**Construction Subcontractor**” means a subcontractor on the Proposer’s Team that will be responsible for construction of the PROJECT.

“**Contract**” means the written agreement between the Administration and the Design-Builder setting forth the obligations of the parties with respect to the PROJECT, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment. The Contract will include the Contract Documents and any amendments, supplemental agreements, and Change Orders that are required to complete the design and construction of the Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

“**Contract Documents**” means the documents identified as such in the Agreement, including all provisions required by law to be inserted in the Contract whether actually inserted or not.

“**Design-Build (DB)**” means a project delivery methodology by which the Administration contracts with a single firm that has responsibility for the design and construction of the PROJECT under a single contract with the Administration.

“**Design-Builder**” means the Person selected pursuant to the RFP that enters into the Contract with the Administration to design and construct the PROJECT.

“**Designer**” means the Principal Participant, Specialty Subcontractor, or in-house designer that has primary responsibility for design services for the PROJECT.

“**Disadvantaged Business Enterprise (DBE)**” means a for-profit small business concern as defined in 49 CFR Part 26. For the purposes of this PROJECT, all DBE's must be MDOT certified.

“**Environmental Manager**” means the individual designated by the Design-Builder and under the authority of the Design-Builder’s Project Manager, with full-time responsibility for the environmental compliance of the project during design and construction. The Environmental Manager may be an employee of a consultant firm or the Designer.

“**Final Acceptance**” means written confirmation by the Administration 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.

“General Engineering Consultant (GEC)” means the engineering team selected by the Administration to support the Administration in managing the design and construction of the ICC program and projects; a joint venture of Rummel, Klepper & Kahl, LLP; URS Corporation; and Parsons Brinckerhoff, Quade & Douglas.

“Independent Assurance (IA)” means activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment calibration, and qualifications of personnel (Design-Builder’s, Administration’s or referee laboratory) used in the Acceptance Program, including the Design-Builder’s QC. The IA agent for the Project will be designated by the Administration.

“Lead Principal Participant” means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Proposer’s organization.

“Permit” means both the executed regulatory agency action and its associated approval process.

“Person” means any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club or other organization, or legal entity.

“Principal Participant” means any of the following entities:

- (a) The Proposer,
- (b) If the Proposer is a joint venture, partnership, limited liability company, or other form of association, any joint venturer, partner, or member of the Proposer (regardless of the percentage interest held by such Person); and/or
- (c) Any Person holding (directly or indirectly) a 15% or greater interest in the Proposer.

“Procurement Officer” means any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

“PROJECT” (also Project) means the improvements to be designed and constructed by the Design-Builder and all other Work products to be provided by the Design-Builder in accordance with the Contract Documents.

“Project Quality Manager” means the key person in the Design-Builder’s organization with overall responsibility for development and management of the Design-Builder’s Quality Plan and responsible for the overall Quality Control program of the Design-Builder, including the quality of management, design, and construction. The Project Quality Manager may be an employee of a consultant firm, but may not be an employee of the QC Engineer or Designer. Such individual shall act under the authority of the Design-Builder’s corporate management or Joint Venture (JV) Board.

“Proposal” means the proposal submitted by the Design-Builder in response to the RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term “Proposal” includes the best and final offer submitted by the Design-Builder and any revisions thereto.

“Proposer” means a Person submitting a Statement of Qualifications for the PROJECT in response to this RFQ. In the context of responses to the RFP, the term means a firm on the Reduced Candidate List (RCL) that submits a Proposal, and is the same as an “offeror” under COMAR, Title 21.

“Quality Assurance (QA)” means all planned and systematic Oversight actions by the Administration necessary to provide confidence that the Design-Builder is performing QC in accordance with the Quality Plan, that all Work complies with the Contract and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended. QA actions include monitoring and verification of design through auditing, spot-checking and participation in the review of the Design Plans and Working Plans; and monitoring and verification of construction, manufacturing/process facilities and equipment, on-site equipment and QC documentation through auditing, spot inspections and reconciliation of material acceptance and rejection based on QC testing and Verification Sampling and Testing at production sites and the Project Site. Quality Assurance also includes Independent Assurance, consultation and provision of written comments by the Administration, documentation of QA activities, final inspection and Final Acceptance.

“Quality Assurance Program” means the overall quality program and associated activities including Administration QA, Design-Builder QC, the Contract’s quality requirements, and the Design-Builder’s Quality Plan.

“Quality Control (QC)” means the total of all activities performed by the Design-Builder, Designer, subcontractors, producers, or manufacturers to ensure that the Work meets Contract requirements. For design, this includes procedures for design quality, checking, and design review including reviews for constructability, and review and approval of Working Plans. For construction, this includes procedures for materials handling and construction quality; inspection, sampling, testing and acceptance/rejection of materials, plants, production and construction; material certifications; calibration and maintenance of equipment; production process control; and monitoring of environmental compliance. Quality Control also includes documentation of all QC design and construction efforts.

“Quality Control Engineering Firm (QC Engineer)” means an engineering/testing firm, within the Design-Builder organization but independent of the Design-Builder’s construction management organization with responsibility for administering, managing and conducting the construction QC inspection, sampling and testing specified in the Contract Documents and the Design-Builder’s Quality Plan. The QC Engineer may not be owned in any part or controlled by the Design-Builder, any Principal Participant or by any construction Subcontractor. The Designer or a firm associated with or subsidiary to the Designer, may serve as the QC Engineer, unless the Designer is a Principal Participant or construction Subcontractor or is an Affiliate of any Principal Participant or construction Subcontractor.

“Quality Plan” means the Design-Builder’s plan for implementing the Design-Builder’s overall quality program and associated activities, including Design-Builder’s QC and procedures to assure and document quality of design and construction activities through reviews, inspections, testing, internal communications, and necessary interfaces with Administration.

“Reduced Candidate List (RCL)” means the list of four (4) Proposers that have submitted SOQs that the Administration determines, through evaluation of the SOQs, are the most highly qualified to perform the Work, or if less than four (4) Proposers are deemed qualified, the list of Proposers that are deemed qualified.

“Request for Proposals (RFP)” means a written solicitation issued by the Administration seeking Proposals (including technical and price) to be used to identify the Proposer offering the best value to the State. The RFP will be issued only to Persons who are on the Reduced Candidate List (RCL).

“Request for Qualifications (RFQ)” means the written solicitation issued by the Administration seeking SOQs to be used to identify and create a Reduced Candidate List (RCL) of Proposers to receive the RFP for the PROJECT.

“Specialty Subcontractor” means those consultants or subcontractors identified to perform Work critical to the success of the PROJECT, such as the Designer, QC Engineer, or any subcontractors for bridges, retaining structures, environmental compliance, erosion and sediment control, pavement, landscaping, or other specialty Work.

“Statement of Qualifications (SOQ)” means the information prepared and submitted by a Proposer in response to this RFQ.

“Verification Sampling and Testing” means sampling and testing performed to validate the quality of the product. The Administration, or a firm retained by the Administration, will perform Verification Sampling and Testing.

“Work” means all of the administrative, design, engineering, real property acquisition support services, utility support services, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by the Design-Builder as required by the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance of the Project and to fulfill the Design-Builder’s Warranties, except for those efforts which the Contract Documents specify will be performed by the Administration or other Persons. In certain cases, the term is also used to mean the products of the Work.

1.2 PROJECT GOALS

The Administration’s goals for the PROJECT are:

Cost:

- Do not exceed the approved Financial Plan budget.

Quality:

- Provide a safe project for workers and the traveling public
- Encourage design solutions that respond to environmental concerns, permits, and ROD commitments
- Achieve environmental and permit commitments
- Provide a high-quality, aesthetic, durable, and maintainable highway
- Minimize disruptions to existing traffic and local businesses and communities
- Cooperate with adjacent ICC Contracts A and C, and the on-going reconstruction of other SHA, County, or developer projects.
- Provide proactive public relations/maintain public trust and integrity
- Meet DBE and small business goals/provide an On the Job Training (OJT) program

Time:

- Open portions of the PROJECT to revenue-generating traffic by late 2011.

1.3 ROLE OF THE ADMINISTRATION

In the context of the PROJECT, the Administration is responsible for:

- (a) Overall program administration;
- (b) Preparation of the RFQ and RFP, evaluation of SOQs and Proposals, determination of the Reduced Candidate List, and selection of a Design-Builder;
- (c) Contract procurement and administration;
- (d) QA Oversight and audit of Design-Builder design and construction, including Verification Sampling and Testing;
- (e) Independent Assurance;
- (f) Providing due diligence information and data included in the RFP;
- (g) Land acquisition for Rights-of-Way and permanent easements identified in the RFP;
- (h) Utility agreements;
- (i) Preliminary surveying;
- (j) Final Acceptance of the Work and payment for Work performed;
- (k) Media relations (with support by the Design-Builder);
- (l) Shared Environmental Construction Management with the Design-Builder;
- (m) Wetland and waterway construction permits and reforestation permits;

- (n) Toll Systems equipment and integration;
- (o) Coordination and Facilitation with regulatory and resource agencies; and,
- (p) Independent Environmental Monitor (IEM, who reports directly to the permitting agencies)

At the Administration's sole discretion, it may use its GEC or other consultants to fulfill the responsibilities noted in this Section, with the understanding that SHA will be responsible for overseeing performance by the GEC or other consultants.

1.4 PROJECT DESCRIPTION, DESIGN-BUILDER RESPONSIBILITIES AND PROJECT STATUS

See Section 2 and Appendix A.

1.5 PROJECT SCHEDULE

The anticipated time of Contract Execution is **mid 2008** with completion of Work sufficient to allow acceptance for maintenance by late 2011.

See Section 3 for information regarding the procurement schedule.

1.6 CONTRACT TYPE

The Contract will be a lump sum, Design-Build Contract, and will be awarded through a Competitive Sealed Proposals procurement under the State Finance and Procurement Article of the Maryland Code. Incentives will be included to assist in rewarding a Design-Builder who helps the Administration meet or exceed commitments to resource agencies and the public. In addition, cost adjustments will be included to share marketplace risk with the Design-Builder.

1.7 PAYMENT AND LIQUIDATED DAMAGES

The Contract will provide for periodic payments with a 5% retention percentage to be released as specified in the RFP. The Administration will assess liquidated damages for failure to meet the negotiated Contract completion date.

1.8 GOVERNING LAW

The laws of the State of Maryland govern the RFQ, RFP, and the Contract.

1.9 QUALITY ASSURANCE/QUALITY CONTROL

The Design-Builder will be required to plan, implement, and provide a Quality Control (QC) program for the Work. This program shall be developed by the Design-Builder using ISO 9001 standards.

The Design-Builder's QC program must follow the requirements of 23 CFR Part 637 and the Contract Documents. The Administration will review the Design-Builder's program to assure that it meets guidelines and minimum requirements established by the Administration. Administration approval of the program will constitute Administration agreement that it meets these criteria, but the Design-Builder shall maintain ownership of the program, shall be fully responsible for its execution, and shall maintain sole responsibility for the quality and workmanship of the Work.

The Administration will establish and maintain its own quality assurance and/or an independent quality assurance organization to oversee and/or perform quality audits of the Design-Builder's management, design, construction, and maintenance activities, the Design-Builder's Quality Control procedures, Verification Sampling and Testing, Independent Assurance (IA), and the quality of the final product.

1.10 BONDING, LICENSING, AND SECURITIES

Proposal security acceptable to the Administration will be required to be submitted with each Proposal, as specified in the RFP, equal to 5% of the proposed Contract amount. The Design-Builder will be required to provide Performance and Payment Bonds and/or other security acceptable to the Administration as specified in the RFP, equal to 50% of the Contract amount.

Prior to Contract execution, all Persons participating in this procurement and/or the Contract must obtain all licenses and permits and take all necessary steps to conduct business in the State of Maryland and perform the Work required under the Contract, including proposing and carrying out contracts consistent with the laws of the State of Maryland.

The Administration may require the Design-Builder to provide a number of other commitments including, where applicable:

- (a) Parent company and other guaranties;
- (b) Statements of joint and several liability by Principal Participants with a direct equity interest in the Proposer; and
- (c) Warranties.

1.11 RULES OF CONTACT

The Procurement Officer, or a representative of the Procurement Officer hereafter designated in writing by the Procurement Officer, is the Administration's single contact and source of information for this procurement.

The following rules of contact shall apply during the Contract procurement process, which begins upon the submittal of the SOQ, and will be completed with the execution of the Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- (a) Section 11-205 of the State Finance and Procurement Article, Annotated Code of Maryland, prohibits and penalizes collusion in the State procurement process.
- (b) After submission of SOQs, neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the PROJECT or the Proposals. However, a Proposer may communicate with a Subcontractor that is on both its team and another Proposer's team, provided that each Proposer has obtained a written certification from the Subcontractor that it will not act as a conduit of information between the teams.
- (c) Unless otherwise specifically authorized by the Procurement Officer, a Proposer may contact the Administration only through the Procurement Officer and only in writing (mail or facsimile), and not orally or by e-mail. The Proposer's contacts with the Administration shall be only through a single representative authorized to bind the Proposer.
- (d) The Procurement Officer normally will contact a Proposer in writing through the Proposer's designated representative.
- (e) Neither a Proposer nor its agents may contact Administration employees, including Administration heads, members of the evaluation committee(s) and any other person who will evaluate SOQs, regarding the PROJECT, except through the process identified above.
- (f) Neither a Proposer nor its agents may contact any State official or stakeholder staff regarding the PROJECT. Stakeholder staff includes employees of:
 - (1) FHWA;
 - (2) MDOT;
 - (3) MdTA;
 - (4) SHA; and,
 - (5) ICC Corridor Partners.
- (g) Any contact by a Proposer determined to be improper may result in disqualification of the Proposer.
- (h) Written communications regarding the PROJECT will be disseminated by the Administration on SHA letterhead and will be signed by the Procurement Officer.
- (i) The Administration will not be responsible for or bound by: (1) any oral communication, or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Procurement Officer.

1.12 PROPOSER QUESTIONS

The Administration will consider questions submitted in writing by Proposers regarding the RFQ, including requests for clarification and requests to correct errors. All such requests must be submitted in the format shown on Form RFQ-C (Appendix C), to:

Mr. Robert Gay
Director, Office of Procurement and Contracts
State Highway Administration
707 North Calvert Street
Mail Stop C-405
Baltimore, MD 21202
e-mail address: ICCContractB@sha.state.md.us

Only e-mailed inquires (confirmed by mail by the requester) will be accepted. No requests for additional information or clarification to any other Administration office, consultant, employee or the FHWA will be considered. All responses shall be in writing and will be disseminated only by posting on SHA's ICC procurement website at www.iccproject.com under Contract Information, Contract B. All responses to questions on the RFQ and addenda to the RFQ will be posted on this site. Responses to questions and addenda will not be mailed out.

Only requests received by 4:00 p.m. EST on the date specified in Section 3 will be addressed. Questions will not be accepted by phone. Questions are only permitted from the primary or secondary contact, and must include the requestor's name, address, telephone number, e-mail address, and the Proposer he/she represents.

A response to questions will be issued without attribution and posted sequentially on the ICC procurement website. Multiple responses are anticipated. The last response will be posted not later than ten (10) days prior to the SOQ due date identified in Table 3.1.

1.13 RFQ ADDENDA

If necessary, the Administration will issue addenda to modify conditions or requirements of this RFQ to recipients of this RFQ. Addenda will be disseminated only by posting on the ICC procurement website, and the last addendum will be posted on the SHA Internet site not later than ten (10) days prior to the SOQ due date identified in Table 3.1.

1.14 NOTIFICATION REGARDING REDUCED CANDIDATE LIST (RCL)

Each Proposer will be notified in writing whether or not it has been selected for the Reduced Candidate List. Notifications may be expected not later than the date specified in Table 3.1.

1.15 COSTS/STIPEND

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, including attending briefing(s) and providing supplemental information. The RFP will provide for payment of a stipend in the amount of \$700,000 to each non-selected Proposer meeting the requirements specified in the RFP.

1.16 ORGANIZATIONAL CONFLICTS OF INTEREST AND INELIGIBLE FIRMS

See Section 3.2 for information regarding organizational conflicts and Section 3.3 for the names of firms that are not permitted to participate on Design-Builder teams. The provisions of 23 CFR 636.116 and State Government Article Section 15-508, Annotated Code of Maryland apply to this procurement. The Proposer must provide a full disclosure of all potential organizational conflicts of interest in its SOQ.

1.17 SUBSTITUTIONS

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the Reduced Candidate List, its organization, including all Principal Participants, Specialty Subcontractors, and key management personnel identified in the SOQ, must remain intact for the duration of the procurement process. In the event that a Proposer seeks to change the composition of its team (including additions to a Proposer team) following the selection of the RCL, the Proposer shall promptly seek the Administration's approval of the proposed change and provide the Administration with sufficient details of the proposed change so as to facilitate the Administration's consideration thereof. The Administration may, in its sole discretion, accept, reject or seek additional information regarding any Proposer request for Administration approval of proposed changes in its team, based on its assessment of whether the Proposer as a whole still meets the minimum criteria contained in this RFQ and whether it would still have been placed on the RCL if the change had occurred prior to the submission of the SOQ. Requests for changes must be made in writing no later than thirty (30) calendar days prior to the due date for submittal of Proposals. Requests for changes in any of the Principal Participants, Designer, QC Engineer, other firms meeting criteria listed in Section 3.2, or Specialty Subcontractors will be particularly scrutinized. The Proposer should carefully consider the make-up of its team, prior to submittal of the SOQ, to reduce the likelihood of occurrence of any such changes during the Proposal period and thereafter throughout the term of the Contract.

The Administration is aware that a Proposer may also be on the RCL for ICC Contract C. Those Proposers may list key managers that are also listed for Contract C, and if subsequently selected for Contract C, may propose substitutions for Contract B or may elect to use certain key managers for Contract B and Contract C. Requests for substitutions under this situation must clearly describe the rationale for the chosen option, the equal or better qualification of any substitutions, and the benefit to the Administration in the management of all Contracts.

1.18 PRE-SOQ INFORMATIONAL MEETING

A Pre-SOQ Informational Meeting for this PROJECT was held **May 16, 2007** at the BWI Airport Marriott Hotel/Conference Center. The full presentation from this meeting may be viewed under Contract B on the ICC website at www.iccproject.com.

1.19 COMPLIANCE WITH APPLICABLE LAW

In connection with this RFQ and the Contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this PROJECT and in the performance of the Contract.

1.20 EMARYLAND MARKETPLACE FEES

Responders are advised that under Maryland's recently enacted EMARYLAND MARKETPLACE FEES (see www.eMarylandMarketplace.com for details), the fee for ICC Contract B, for those invited to submit a Proposal, falls under the "Level 9" category.

1.21 SELF-PERFORMANCE

There will be a self-performance requirement of 35% for ICC Contract B, which will apply to actual PROJECT construction. Work by joint venture members will be considered self-performance. The self-performance requirement will not apply to design, preliminary engineering, construction Quality Control, environmental compliance, public information, coordination of utilities, On-the-Job-Training (OJT) and maintenance activities.

SECTION 2
PROJECT DESCRIPTION

The PROJECT consists of the design and construction of the third segment of the Intercounty Connector (ICC), extending from approximately 1,600 feet east of MD 97 to approximately 2,000 feet west of US 29 in Montgomery County, Maryland.

The ICC will be delivered using Design-Build. The ICC has been divided into three (3) major contracts for the ICC mainline/interchanges (Contracts A, B, and C) and two (2) additional significant contracts (D and E). The five contract limits, listed from west to east, are:

- A. I-270/I-370 to east of MD 97 (previously advertised, selection process now underway)
- B. East of MD 97 to west of US 29**
- C. West of US 29 to east of I-95 Interchange, and I-95 Collector-Distributor road improvements along I-95 from MD 212 to just north of the ICC (previously advertised, selection process now underway)
- D. Collector-Distributor Road improvements along I-95 from just north of the ICC to north of MD 198
- E. East of I-95 interchange to US 1

The Administration is seeking Design-Build teams that are committed to quality construction and strict adherence to environmental criteria; have proven experience in the design and construction of controlled access highways and interchanges; bring innovative Design-Build approaches to ensure timely completion; and are willing to partner with SHA, MdTA, FHWA and the ICC Corridor Partners for the mutual success of the PROJECT.

Appendix A provides further details and descriptions of the scope of work for ICC Contract B. Also, Proposers are encouraged to visit the project website at www.iccproject.com and view the entire FEIS, including Appendix A plates that show the Contract B portion of the Preferred Alternative Plates: 15 thru 17, 19, 20, and 25 thru 27. Proposers should consult this ICC procurement website which has been developed to assist in the dissemination of information.

SECTION 3
PROCUREMENT PROCESS

3.1 OVERALL PROCUREMENT PROCESS

The procurement process for the Contract will be in accordance with laws and rules of the State of Maryland, using the Competitive Sealed Proposals (CSP) method of procurement as set forth in COMAR 21.05.03 (also known nationally as “best value”). The intent of the Administration is to award the Contract to the Proposer that submits the Proposal that is determined to be the most advantageous to the State considering the evaluation factors set forth in the RFP.

The procurement process will include two steps:

- | | |
|-----------------|---|
| Step One | RFQ (determination of Reduced Candidate List); and, |
| Step Two | RFP (selection of Design-Builder from Proposers on Reduced Candidate List that submitted Proposals). |

Evaluation of the SOQs and Proposals will be based on information submitted in the SOQs and Proposals or otherwise available to the Administration, and will involve both pass/fail and technical evaluation factors.

3.1.1 RFQ

The purpose of the RFQ is to allow the Administration to determine the Reduced Candidate List (RCL) of Proposers that will be invited to submit Proposals. The Reduced Candidate List will be determined based on an evaluation of the factors set forth herein. In order to be eligible for evaluation, SOQs submitted in response to this RFQ must include a response to each pass/fail and technical evaluation factor. See Section 5 for SOQ objectives and submittal requirements.

3.1.2 RFP

The purpose of the RFP is to allow the Administration to select the Design-Builder. The RFP will provide specific instructions on what to submit, the evaluation factors, the objectives and requirements for evaluation, and the evaluation rating guidelines for the RFP step of the procurement. The RFP will be posted in DRAFT form on the ICC website at www.iccproject.com.

The following information regarding the RFP step may be relevant to the Proposers in organizing their teams and preparing their SOQs.

- (a) **Evaluation Factors.** Proposals will be reviewed and evaluated based on evaluation factors to be specified in the RFP. The Administration anticipates that the evaluation will address the following areas:
- Legal – (including review of the Proposer’s organizational documents)

- Financial – (review of updated financial documentation, surety commitments, etc.)
 - DBE Compliance
 - Environmental
 - Financial Capability and Qualifications Improvement
 - Management Approach
 - Technical Solutions
 - Project Support
 - Price
- (b) **Proposal Package.** Documents and information to be submitted in the Proposals are anticipated to include, but not be limited to, the following:
- (1) Legal documents and financial information demonstrating the Proposer's ability to enter into the Contract and perform its obligations thereunder;
 - (2) Specified certificates and representations;
 - (3) DBE Plan and evidence of good faith efforts to meet DBE goals;
 - (4) Plans for environmental compliance, and sediment control; key environmental personnel and designers; and design concepts for drainage and stormwater facilities;
 - (5) Management approach, with emphasis on managing and producing a quality PROJECT, involving public and environmental sensitivity and including: schedule; organization; strategies for design and construction management (including hauling and access); and plan for environmental, design and construction quality, safety, construction phasing, and subcontracting;
 - (6) Qualifications and experience of proposed key personnel;
 - (7) Technical concepts with emphasis on innovations, quality, durability, and maintainability, including: interchange geometrics, bridges, structures, pavement, maintenance of traffic, landscaping and aesthetics, geotechnical, and utility relocations;
 - (8) Project support for public information and community/media relations, coordination with adjacent contracts, utility coordination, and the hub office; and,
 - (9) Price Proposal.
- (c) **Relative Importance of the Technical Evaluation Factors.** The Administration anticipates that Environmental will be more important than any other technical evaluation factor. The factors of Technical Solutions and Management Approach

will be of equal importance, and more important than the factors of Financial Capability and Qualifications Improvement, and Project Support.

While price is an important factor in the RFP phase of the procurement, quality will be equally as significant a factor in determining the success of the PROJECT. The RFP requirements and evaluation and selection procedures are being designed, consistent with COMAR Title 21 and the regulations of the FHWA, to allow the Administration to conduct a comprehensive evaluation of quality (through the technical evaluation factors) in addition to considering the price offered, thus allowing it to determine which Proposal is the most advantageous to the Administration. The Contract Documents will incorporate performance specifications to enable innovation in the Proposal process. The evaluation process will include an adjectival rating system for technical evaluation factors, and will permit discussions and best and final offers (if deemed appropriate by the Administration). At the end of the evaluation of Proposals the Administration will perform an assessment of the price and the technical factors and select the Design-Builder that has offered the most advantageous (best value) Proposal. The evaluation process will be described in more detail in the RFP.

3.2 ORGANIZATIONAL CONFLICTS OF INTEREST

The Proposer's attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the PROJECT or the procurement of the Contract with any Person with an organizational conflict of interest, including, but not limited to, the Persons identified in Section 3.3.

In addition, participation by any of the following Persons on more than one Proposer's team shall be deemed an organizational conflict of interest disqualifying the affected Proposers: a Principal Participant, Designer, subconsultant responsible for performing more than 15% of the design or subcontractor responsible for performing more than 20% of the construction, or an Affiliate of any such Person. All Proposers affected by the conflict of interest will be disqualified, even if a Proposer is unaware of the conflict of interest, or if the Person or Affiliate causing the conflict is intended to have a different or lesser role than that described above. The foregoing shall not preclude a Person from participating on multiple teams provided it serves solely as a QC Engineer, environmental manager, or public information/community relations coordinator on such teams. In addition, if a Proposer is not placed on the RCL, the foregoing shall not preclude the members of the unsuccessful Proposer from participating on the team of a Proposer that was placed on the RCL, subject to the requirements of Section 1.17.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to the Administration that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Administration may, at its discretion, cancel the Contract. If the Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the Administration, the Administration may terminate the Contract for default.

3.3 RESTRICTIONS ON PARTICIPATION IN DESIGN-BUILD CONTRACTS

The State Ethics Commission (Commission) administers the provisions of the Maryland Public Ethics Law, including Section 15-508 of the State Government Article of the Annotated Code of Maryland, that contains various restrictions on participating in State procurements. No firm that is ineligible for State contracts thereunder may participate as a member of the Proposer's team. Any questions regarding eligibility should be directed to the Commission. Appendix D contains a copy of Section 15-508 conformed to reflect the recent actions of the Maryland General Assembly, effective July 1, 2006.

Any Person that has or will receive monetary compensation as a consultant and/or subconsultant under a contract with the State to assist in the development of the RFP and/or has been retained to review the Proposals or designs of the Design-Builder or to perform construction phase responsibilities for this procurement, or any Person that is the employer of an individual that has been so retained, may not submit a Proposal for this procurement and will not be considered a "responsible offeror" under COMAR 21.06.01.01. Under SHA policy, the cut-off date for consideration under Section 15-508(b)(4) is the date of the issuance of this RFQ. Any Proposal received from such a Person will be rejected pursuant to COMAR 21.06.01.01 and COMAR 21.06.02.03.

The following is a list of consultants and/or subconsultants that have received, or are expected to receive, monetary compensation under a contract with the Administration as a member of the General Engineering Consultant team that has assisted with this procurement and therefore are ineligible to participate on a Proposer's team:

Rummel, Klepper & Kahl, LLP

URS Corporation (and all subsidiaries)

Parsons, Brinckerhoff, Quade and Douglas, Inc. (and all subsidiaries)

Armand Resource Group, Inc.

Athavale, Lystad & Associates, Inc.

The Wilson T. Ballard Company

The Robert B. Balter Company

Coastal Resources, Inc.

Delcan Corporation

E2CR, Inc.

ECO Integration, Inc.

E-site Marketing, LLC

Enviroscan, Inc.

Findling, Inc.

Fisher Collaborative Services LC
Geotrack, Inc.
Greenman-Pedersen, Inc.
The Hager Management Group, LLC
Infrastructure Technologies, LLC
Jenkins Engineering Company
William A. Kahn, Esq.
Landstudies, Inc.
Mahan Rykiel Associates, Inc.
McCormick Taylor, Inc.
McNeill Training and Consulting, Inc.
The National Constructors Group
NMP Engineering Consultants, Inc.
Nossaman, Guthner, Knox & Elliott, LLP
Patton Harris Rust and Associates
Progressive Engineering Consultants, Inc.
RAM Consulting Corporation
J. A. Rice, Inc.
Riverine Systems, LLC
RJM Engineering, Inc.
Rosborough Communications, Inc.
Strat@Comm, LLC
The TAC Companies, LLC
TBE Group, Inc.
TG Associates CPAs, PLLC
Tom Warne and Associates, LLC
Toole Design Group, LLC

The list above, which is current as of June 19, 2007 will be updated as necessary.

Additional firms have been involved in other aspects of this PROJECT for either the Administration or the Authority, and are also restricted from participating in this solicitation.

For information regarding the eligibility of a specific firm not shown above please contact:

Mr. Robert Gay

Director, Office of Procurement & Contracts

State Highway Administration

E-mail address: ICCContractB@sha.state.md.us

Administration/Authority makes no representations regarding the completeness of the above list.

3.4 PROCUREMENT SCHEDULE

The following represents the current schedule for the PROJECT. The schedule is subject to change at the discretion of the Administration.

TABLE 3.1: PROCUREMENT SCHEDULE:

Activity	Due Date
Pre-SOQ Informational Meeting at BWI Marriott Hotel	May 16, 2007
Issue RFQ	August 14, 2007
Post Draft RFP on ICC Website	August 14, 2007
Final date for receipt of Proposer's questions	September 21, 2007
Issue date for Final Addendum and/or answers to Proposer's questions	October 5, 2007
SOQ Due Date	October 18, 2007
Reduced Candidate List (RCL) Notified	November 2007
Final date for receipt of comments on Draft RFP	October 15, 2007
Issue/Post RFP	November 2007
Proposal Due Date	March 2008
Request Best and Final Offers (BAFO) (if required)	early April 2008
BAFO Due (if required)	early May 2008
Selection/Award	late May 2008
Execute Contract	June 2008
Notice to Proceed	June 2008

SECTION 4
EVALUATION PROCESS FOR THE SOQ

4.1 EVALUATION OBJECTIVES

The objective of the RFQ step of the procurement is to create a Reduced Candidate List of the most highly qualified Proposers with the general capability (technical, financial, and management), capacity and experience necessary to successfully undertake and complete the Work. The Design-Builder will have primary responsibility to plan, design, manage, and control the PROJECT and to complete the PROJECT on or ahead of schedule. The Administration has set high responsibility standards for the Design-Builder that are reflected in the technical evaluation factors of this RFQ and will be reflected in the RFP and the Contract. Specific objectives relating to each of the technical evaluation factors listed in Section 4.3 are included in Sections 5.4.2.1 to 5.4.2.4 of this RFQ.

4.2 REVIEW AND EVALUATION OF THE SOQ

The information submitted in accordance with Section 5 will be evaluated in accordance with both the pass/fail evaluation factors listed in Section 4.3.1 and the technical evaluation factors provided in Section 4.3.2.

4.3 EVALUATION FACTORS FOR THE RFQ/SOQ

This Section 4.3, outlines the evaluation factors for the RFQ phase of the procurement. This information, as well as the tentative evaluation factors for the RFP phase of the procurement listed in Section 3.1.2, is intended to assist Proposers in organizing their teams and in the preparation of their SOQs, by highlighting matters of particular importance to the Administration.

4.3.1 Pass/Fail Factors

The pass/fail evaluation factors are:

- (a) **Legal:** The Proposer has presented evidence showing its organization has the legal ability to enter into and perform the Contract to design and build the PROJECT and comply with State licensing requirements and has properly identified all Principal Participants.
- (b) **Financial:** The Proposer has demonstrated its ability to provide required bonds (as described in Section 1.10), acceptable guaranties (if required as set forth below or if requested by the Administration) and meet other financial requirements of undertaking and completing the Work.

- (c) **Responsiveness to RFQ:** The SOQ does not deviate from the RFQ requirements in any material respect and contains all required information.

If a Proposer passes all pass/fail evaluations, its SOQ will be further evaluated using the factors for technical rating in Section 4.3.2. If a Proposal fails any single pass/fail requirement, the SOQ will be rated as Unacceptable, the technical factors will not be rated and the Proposer will not be included on the Reduced Candidate List. The Administration may allow certain deficiencies in the SOQs relating to the above factors to be corrected through clarifications, as described below, but shall have no obligation to do so.

4.3.2 Technical Evaluation Factors

The technical evaluation factors are:

- **Organization and Key Managers** – (high level) The proposed organization for the PROJECT, including the percent share for Principal Participants with a direct equity interest in the Proposer, with emphasis on lead design firm(s) and specialty subconsultants for quality compliance and environmental compliance; key management positions include:
 - Principal-in-Charge
 - Project Manager
 - Design Manager
 - Environmental Manager
 - Structures Design Manager
 - Construction Manager
 - Project Quality Manager
 - Landscape Architecture Manager
- **Experience of the Firms:** Demonstrated experience relevant to the size, complexity, and composition of the anticipated PROJECT and the experience of Principal Participants, Designer, QC Engineer, and other subcontractors and consultants (including Specialty Subcontractors) with emphasis on design-build, environmental and quality compliance, highway and highway structures, reconstruction using innovative designs, complex structures, methods and materials, and construction in environmentally sensitive areas.

4.3.3 Technical Evaluation Factor Ratings

The ratings assigned to the technical evaluation factors will be compiled to determine an overall quality rating for the SOQ. The ratings of each of the technical evaluation factors and the overall technical rating for the SOQ will be arrived at through a consensus process. Numerical scores will not be assigned.

Quality ratings for each technical evaluation factor and the overall technical rating for the SOQ will be based on the following quality rating criteria:

EXCEPTIONAL ~ The Proposer has provided information relative to its qualifications which is considered to significantly exceed stated objectives/requirements in a beneficial way and indicates a consistently outstanding level of quality. There are essentially no weaknesses.

GOOD ~ The Proposer has presented information relative to its qualifications which is considered to exceed stated objectives/requirements and offers a generally better than acceptable level of quality. Weaknesses, if any, are very minor.

ACCEPTABLE ~ The Proposer has presented information relative to its qualifications, which is considered to meet the stated objectives/requirements, and has an acceptable level of quality. Weaknesses are minor and can be corrected.

UNACCEPTABLE ~ The Proposer has presented information relative to its qualifications that contains significant weaknesses and/or deficiencies and/or unacceptable level of quality. The SOQ fails to meet the stated objectives and/or requirements and/or lacks essential information and is conflicting and/or unproductive. Weaknesses/deficiencies are so major and/or extensive that a major revision to the SOQ would be necessary and/or are not correctable.

The evaluators may also use a plus (+) or minus (-) suffix to further differentiate the strengths or limitations within a technical rating.

Relative Importance of the Technical Evaluation Factors

The technical evaluation factors of Organization and Key Managers, and Experience of the Firms are of equal importance.

Any SOQ that receives a rating of Unacceptable in one or more technical evaluation factors will receive an overall SOQ rating of Unacceptable and shall not be included in the RCL.

4.4 REQUESTS FOR CLARIFICATION

The Proposer shall provide accurate and complete information to the Administration. If information is not complete, the Administration will either declare the SOQ non-responsive or notify the Proposer, who may be allowed to participate further in the procurement of this PROJECT if all information required is provided within the timeframe established by the Administration. Any insufficient statements or incomplete affidavits will be returned directly to the Proposer by the Administration with notations of the insufficiencies or omissions and with a request for clarifications and/or submittal of corrected, supplemental or missing documents. If a response is not provided, the SOQ may be declared non-responsive.

The Administration may waive minor informalities, technical irregularities, and apparent clerical mistakes in the forms included in an SOQ that do not alter the quality or quantity of the information provided.

The Administration may, at its sole discretion, request clarifications and/or supplemental information from a Proposer regarding its SOQ, at any time prior to finalizing the Reduced Candidate List. All clarification requests and responses shall be in writing by e-mail (and

confirmed by priority mail/express delivery service). Responses shall be limited to answering the specific information requested by the Administration.

The Administration does not anticipate conducting interviews during the RFQ phase, but reserves the right to do so. If the Administration elects to conduct interviews, the Proposers will be notified in writing. Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. The Administration may also verify information presented in the SOQ with other public agencies.

Proposers' e-mail follow-up responses (and confirmed by mail) to inquiries by the Administration shall be submitted to the address(es) indicated below or as otherwise specified in writing by the Administration. Responses shall be submitted to:

Mr. Robert Gay
Director, Office of Procurement and Contracts
State Highway Administration
707 North Calvert Street
Mail Stop C-405
Baltimore, MD 21202
e-mail address: ICCContractB@sha.state.md.us

In the event a material error is discovered in the RFQ during the SOQ evaluation process, the Administration will issue an Addendum to all Proposers that have submitted SOQs, requesting revised SOQs based upon the corrected RFQ.

4.5 DETERMINATION OF THE REDUCED CANDIDATE LIST (RCL)

The Administration will establish a Reduced Candidate List (RCL) as it deems appropriate, in its sole discretion, and in the best interests of the State. If more than four (4) Proposers are determined to be qualified based on evaluation of the SOQs, the list will consist of the four (4) Proposers that are determined to be the most highly qualified. If four (4) or fewer Proposers are determined to be qualified, the list will include all of the Proposers that are deemed qualified. Neither the overall ratings nor the ranking of the Proposers on the RCL will be disclosed to Proposers during the procurement process. Weaknesses in the SOQs of the Proposers on the RCL may be identified to each Proposer along with the opportunity to submit additional information as part of its Proposal during the RFP phase in order to improve its overall SOQ (qualifications) rating.

4.6 CHALLENGES

The decision of the Administration on the Reduced Candidates List and the subsequent award of the Contract shall be final and shall not be appealable, reviewable, or reopened in any way, except as provided in Section 6 of this RFQ. Persons participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and the other requirements of this RFQ.

SECTION 5
SOQ SUBMITTAL REQUIREMENTS

5.1 SOQ SUBMITTAL REQUIREMENTS

All SOQs must be received no later than 4:00 p.m. local time on the SOQ Due Date specified in Table 3.1.

The front cover of the SOQs must be clearly marked with the Project name, Project number, Proposer name, and date of submittal, marked “Confidential” and enclosed in one or more sealed containers. Late submittals will not be considered, consistent with State law requirements.

5.2 SUBMITTAL ADDRESS

Mr. Robert Gay
Director, Office of Procurement and Contracts
State Highway Administration
707 North Calvert Street
Mail Stop C-405
Baltimore, MD 21202

Each Proposer shall be responsible for obtaining a written receipt appropriate to the means of delivery from the Administration office specified above at time of delivery of its SOQ. It is the Proposer’s sole responsibility to ensure delivery of its SOQ to the Administration at the time and place specified herein, and the Administration shall have no liability or responsibility therefore. The Administration shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of the Administration.

5.3 PAGE LIMIT, FORMAT AND QUANTITIES

There is no overall page limit on the SOQ package. However, in order to manage the size of the SOQ packages, individual page limits have been established for certain written portions of the SOQ (*see* individual sections of this Section 5 and Appendix B). One (1) original and fifteen (15) copies of the SOQs and appendix shall be provided. The signed original copy shall be identified as the original on the cover(s) and marked as “Copy 1 of 16 Copies”. All copies shall be provided in loose-leaf binders. Bound copies will not be accepted. Each copy shall be identified on the cover(s) as “Copy # of 16 Copies”. The document must be prepared as directed in Appendix B and be organized to correspond with the outline presented in Appendix B. The requirement to provide 16 sets shall not apply to the financial statements required hereunder. Only the original SOQ shall include the financial statements in Section 2. Five separately stapled copies of these financial statements shall also be provided in a separately sealed envelope labeled “Financial Information.”

5.4 CONTENT OF SOQ

This Section describes the specific information that must be included in the SOQ. An outline of the required format for the SOQ is provided in Appendix B. Required forms for the SOQ are contained in Appendix C. Any material modification to the forms may result in the SOQ being declared non-responsive.

Proposers should provide brief, concise information that addresses the objectives and the requirements of the PROJECT consistent with the evaluation factors described in Section 5.4.2. Lengthy narratives containing extraneous information are discouraged. If the Proposer's organization has not yet been formed, information regarding the future organization shall be provided as appropriate to allow the Administration to determine whether the future organization will meet applicable requirements once it is formed.

If the Proposer submits information in its SOQ that it believes is confidential, commercial or financial information under Maryland's Public Information Act ("PIA"), Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland and that it wishes to protect from disclosure, the Proposer must do the following:

Clearly mark all financial information, trade secrets, or other information in its SOQ that it regards as confidential information as such in its SOQ at the time the SOQ is submitted and include a cover sheet identifying each section and page which has been so marked;

With respect to each such section and page, include a statement with its SOQ justifying the Proposer's determination that the identified information is protected; and,

Defend any action seeking release of the records it believes to be protected and indemnify, defend, and hold harmless the State, its agents, and its employees from any judgments awarded against the State in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the State's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting an SOQ, the Proposer agrees that this indemnification survives as long as the protected records are in possession of the State.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are determined to be protected under the PIA. Any records marked as protected in an SOQ or Proposal submitted by an unsuccessful Proposer will be returned to the Proposer after the Contract with the Design-Builder has been executed and delivered.

5.4.1 Cover Letter

The Proposer shall provide a cover letter (**no more than two (2) pages**) indicating its desire to be considered for the PROJECT and stating the official names and roles of all Principal Participants and the Designer, environmental compliance firm, public information firm, QC Engineer, subconsultants, and subcontractors meeting the criteria in Section 3.2 and other Specialty Subcontractors. The Proposer shall identify a single point of contact for the Proposer and the address, telephone, and fax numbers, and e-mail address, where questions should be directed. Authorized representatives of the Proposer's organization shall sign the letter. If the Proposer is not yet a legal entity or is a joint venture or general partnership, authorized

representatives of all Principal Participants who will have a direct equity interest in the Proposer shall sign the letter.

Proposer shall attach the Acknowledgment of Receipt (Appendix C) acknowledging receipt of the RFQ and any addenda and/or responses to questions issued by the Administration.

5.4.2 Evaluation Factor Objectives and Requirements

In providing an SOQ, Proposers should be guided by the PROJECT goals in Section 1.2 and the objectives listed in Sections 5.4.2.1 through 5.4.2.5. An objective is stated for each evaluation factor to provide Proposers the expectations of the Administration. The requirements for each evaluation factor and the information to be submitted are listed and described in detail. The SOQ evaluation ratings of Section 4.3 will be based on how well the SOQ responds to the requirements and meets or exceeds the PROJECT goals and the objectives for each of the evaluation factors. See Appendix B to this RFQ for the SOQ section organization.

5.4.2.1 Legal

- (a) Objective:
 - (1) To confirm that the Proposer is or will be legally constituted and able to submit Proposals and enter into the Contract and complete the Work, and that the members of the Proposer's team either have or commit to obtain all required Licenses.
- (b) Requirements and information to be provided in Section 1 of the SOQ:
 - (1) Form L-1 (Appendix C), Proposer's Organization Information, for the Proposer's organization; and
 - (2) Form L-2 (Appendix C), Principal Participant and Designer Certification, for each Principal Participant with a direct equity interest in the Proposer and the Designer.
- (c) Requirements and information to be provided in Section 1 of the SOQ if the Proposer is a joint venture, limited liability company or partnership:
 - (1) Identity of the Lead Principal Participant of the entity, if any (Form L-1, Appendix C);
 - (2) Percent equity share held by each member (Lead Participant column of Form L-1, Appendix C); and
 - (3) An express statement signed by each of the equity members of the entity, setting forth its agreement to be jointly and severally liable for the Proposer's obligations under the Proposal and Contract, in accordance with Section 1.10(b), provided that no such statement is required to be provided by general partners of the Proposer.

- (d) Requirements and information **to be provided in Appendix A of the SOQ:**
 - (1) Submit notarized Power(s) of Attorney for each Principal Participant with a direct equity interest in the Proposer, authorizing the Principal Participant's representative to sign for that Principal Participant; and
 - (2) Submit notarized Power(s) of Attorney from each Principal Participant with a direct equity interest in the Proposer, authorizing the Proposer's designated point of contact to sign documents for and on behalf of the Proposer's organization.

- (e) Requirements and information **to be provided in Appendix A of the SOQ** if the Proposer is a joint venture, limited liability company or partnership:
 - (1) If the Proposer has already been legally constituted, full details of the organizational structure and supporting organization/formation documents including a copy, as applicable, of the joint venture agreement, limited liability company operating agreement or partnership agreement;
 - (2) If the Proposer has not yet been legally formed, a description of the proposed legal structure and draft copies of the underlying documents, including:
 - (A) All significant terms of the joint venture, limited liability company, or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations;
 - (B) Description of how the joint venture, limited liability company, or partnership will operate administratively and technically; and
 - (C) A teaming agreement or comparable document setting forth the equity members' agreement to form the organization.

5.4.2.2 Financial

- (a) Objectives:
 - (1) To identify Proposers with demonstrated capability and stability to undertake the financial responsibilities associated with the PROJECT, including bonding capacity and the capability to effectively manage the scheduled cash flow as well as any unanticipated cash flow needs of the PROJECT; and
 - (2) To identify Proposers with sufficient capacity, considering current, committed and potential workload and past level of contract activity, to successfully complete the design and construction of the PROJECT.

- (b) Financial requirements and information to be provided in Section 2 of the SOQ – Surety Letters and Guarantee Letter:
 - (1) Letter from a surety company indicating that the Proposer is capable of obtaining a Performance Bond and Payment Bond in an amount of at least \$150 million;
 - (A) The surety company shall be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VIII by A.M. Best and Company, authorized to issue surety bonds in Maryland, and on the list of companies approved by the State of Maryland
 - (B) The letter must specifically state that the surety company has read the RFQ and has evaluated the team’s backlog and work-in-progress in determining its bonding capacity. In instances where the SOQ identifies material changes in the financial condition of the Proposer or any other entity pursuant to Section 5.4.2.2(c)(2), the letter must include a certification that the surety’s analysis specifically incorporates a review of the factors surrounding such changes and must identify any special conditions that the surety intends to impose as a condition to issuance of surety bonds for the Proposer.
 - (C) Letters indicating “unlimited” bonding/security capability are not acceptable.
 - (2) Letter identifying the firms and persons that will provide Guarantees if required by Section 5.4.2.2(c).
- (c) Financial requirements and information to be provided in Section 2 of the SOQ – Financial Statements (NOTE: these pages, to be bound only in the original copy):
 - (1) Provide financial statements for the Proposer and equity members of Proposer for the three most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP). If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the equity owners will be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements). Financial statements must be provided in U.S. dollars. If audited financials are not available for an equity owner, the SOQ shall include unaudited financials for such member, certified as true, correct, and accurate by the chief financial officer or treasurer of the entity. Proposers are advised that if any equity member of the selected Proposer’s team does not have audited financials, or if it fails to meet the minimum financial requirements stated in the RFP, the Administration may require a guaranty of the Contract to be provided by a separate entity acceptable to the Administration. Required financial statements shall include:

- i. Opinion Letter (Auditor's Report)
 - ii. Balance Sheet
 - iii. Income Statement
 - iv. Statement of Changes in Cash Flow
 - v. Footnotes
- (2) If any entity for which financial information is submitted as required hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- (3) Provide information regarding any material changes in financial condition for Proposer and each of its equity members for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Proposer and/or equity member, as applicable, shall provide a letter from its chief financial officer or treasurer so certifying.
- (4) If financial statements are prepared in accordance with principles other than U.S. GAAP, provide a letter from the certified public accountant of the applicable entity, discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP, should be provided.
- (5) Provide a letter from the chief financial officer or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities.
- (6) Include financial information as described above for each proposed guarantor. Proposers are advised that the Administration may, in its discretion based upon the review of the financial statements included in the SOQ, specify that an acceptable guarantor is required as a condition of a Proposer's placement on the Reduced Candidate List, in which event the Proposer will be required to provide information regarding the proposed guarantor as required by the Administration, before a decision will be made regarding placement on the Reduced Candidate List.

Information shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in the Proposer's organization (i.e., Proposer, equity member or guarantor).

5.4.2.3 Organization and Key Managers

- (a) Objectives:

- (1) To identify Proposers that will effectively manage all aspects of the Contract in a quality, timely, and effective manner with sensitivity to environmental compliance and will integrate the different parts of its organization collectively and with the Administration in a cohesive and seamless manner;
 - (2) To identify the best personnel for key management positions with demonstrated experience and expertise in and record of producing quality work on projects of a similar nature to this PROJECT. The key management positions for the purposes of this RFQ are the Principal-in-Charge, the Design-Builder's Project Manager, the Design Manager, the Environmental Manager, the Structures Design Manager, the Construction Manager, the Project Quality Manager, and the Landscape Architecture Manager.
- (b) Requirements and information to be submitted in Section 3 of the SOQ:
- (1) Organization and communication structure among the Proposer and its Principal Participants, its Designer, its QC Engineer, and its Key Managers.
 - (2) Using Form E-1 (Appendix C), proposed Key Managers Information, provide requested information on Key Managers. If more than one key position is filled by the same person, so indicate. Provide three references for the Project Manager nominee and two references for all other Key Managers. Indicate the name, position, company, or agency and current phone and fax numbers for each reference. References shall be owners or clients for whom the Key Managers have performed project work for in the past ten (10) years and shall not be current or past employers of the Key Managers. Project Key Managers are preferred to have experience on projects of a similar size, type of work, and complexity as this PROJECT and shall meet the following qualifications:
 - (A) **Principal-in-Charge:** Shall be designated at the discretion of the Design-Builder and must have the authority to represent, make decisions for, and oversee the performance of, the Design-Builder. It is preferred that the Principal-in-Charge have demonstrated a minimum of fifteen (15) years experience in construction and management of construction on highway projects that included work of a similar scope, nature, and complexity as included in this Project and have Design-Build experience.
 - (B) **Project Manager:** Shall have a minimum of ten (10) years demonstrated experience in construction and management of construction on highway projects with similar size, type of work, and complexity as this PROJECT, including projects with environmental sensitivity, compressed timelines, and community information requirements. The Project Manager can hold only this

one Key Manager position. Emphasize Design-Build experience and extensive project management experience;

- (C) **Design Manager:** Shall be a Maryland-registered professional engineer who is an owner or employee of the Designer and shall have a minimum of fifteen (15) years demonstrated experience in managing design for multi-disciplinary highway projects of similar scope and complexity as this PROJECT. Emphasize experience with highway design, bridges, design in environmentally sensitive (natural and community) areas, retaining structures, drainage structures, and projects of similar size and type. Emphasize Design-Build experience;
- (D) **Environmental Manager:** Shall have a minimum of ten (10) years demonstrated experience in environmental permitting, environmental design, and construction management and compliance on large, complex transportation projects in environmentally sensitive areas. The Environmental Manager shall have experience in managing others in environmental activities, with highway engineering drawings and concepts, and working cooperatively and effectively with design engineers and construction staff. Emphasize Design-Build experience, erosion & sediment control, and wetlands;
- (E) **Structures Design Manager:** Shall be a registered professional engineer and have demonstrated at least fifteen (15) years experience in bridge design, including steel and concrete superstructures, continuous multi-span bridges, and curved bridges;
- (F) **Construction Manager:** Shall be a registered professional engineer and have a minimum of ten (10) years demonstrated construction experience in civil works projects with experience in managing the site work of large, complex highway construction projects. Experience must include work of the nature anticipated in the PROJECT, and should include Design-Build, public and environmental sensitivity, utility relocation, and maintenance of traffic;
- (G) **Project Quality Manager:** Shall be a registered professional engineer and have demonstrated experience in highway design and/or construction with at least ten (10) years experience in quality assurance/quality control activities, including preparation and implementation of Quality Plans and procedures for design and/or construction. The Project Quality Manager can only hold this Key Manager position. Emphasize experience with the Administration's quality control system and documentation; and

- (H) **Landscape Architecture Manager:** Shall be a Maryland Licensed Landscape Architect (LLA) with a minimum of 10 years of demonstrated landscape architectural design experience related to highway corridor design and construction. The Landscape Architecture Manager must have a working knowledge and experience with the implementation process of Context Sensitive Design/Solutions; native vegetation of the Mid-Atlantic Region; Maryland Reforestation Law and the Maryland Forest Conservation Act; and stormwater management/bioretenion planting.

- (3) Submit resumes outlining Key Manager experience and qualifications, to be included in the Proposal following Form E-1. **Resumes shall be a maximum of two (2) pages per person.** Resumes should highlight the following information:
 - (A) Proposed role on PROJECT and experience in area of responsibility and highlighting the qualification requirements of Section 5.4.2.3(b)(2);
 - (B) History of employment with participant;
 - (C) Experience in the management, design and/or construction of projects, especially any Design-Build projects; and
 - (D) Project role, if any, in projects included in firm experience.
 - (E) Percent time allocated/committed to the PROJECT.

5.4.2.4 Experience of the Firms

- (a) Objectives:
 - (1) To identify the best design and construction firms available with demonstrated experience, expertise, capacity in, and record of quality work on projects similar in nature to the PROJECT;
 - (2) To identify Proposers that have:
 - (A) The experience in successfully managing, designing and constructing projects of the size and complexity of this PROJECT;
 - (B) Superior records of completing contracts on time and within budget;
 - (C) Experience in successfully constructing major highways in sensitive environmental areas and community areas, managing maintenance of traffic, and public information aspects of projects of the size and complexity of this PROJECT;

- (D) Records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration;
 - (E) Good safety records; and
 - (F) Technical and management experience and expertise to plan, organize, execute the design and construction, and assure the quality and safety of the PROJECT.
- (c) **Firm Experience:** Requirements and information to be submitted in Section 4 of the SOQ:
- (1) Provide a separate summary of the background and experience of each Principal Participant with a direct equity interest in the Proposer, the Designer, the environmental compliance firm, and the QC Engineer. **Summaries shall be a maximum of two (2) pages for each firm; the format is at the discretion of the Proposer.**
 - (2) Using Form E-2 (Appendix C), past Project Description, provide **no more than fifteen (15)** past project descriptions. At least two (2) past project descriptions shall be provided for each Principal Participant with a direct equity interest in the Proposer, the Designer, the environmental compliance firm, and the QC Engineer, and shall highlight experience in the last ten (10) years relevant to the PROJECT. Describe those projects having a scope comparable to that anticipated for the PROJECT Attach the Forms E-2 to the respective firm's background and experience summary;
 - (3) Using Form E-3 (Appendix C), Subcontractor Information, identify and provide information regarding Subcontractors (including other Specialty Subcontractors and consultants), other than the designated Designer, the environmental compliance firm, and QC Engineer (who have already been included in Forms L-1 and E-2, Appendix C) that the Proposer plans to use, to the extent they are known. Identify what portion of the Work such subcontractor is anticipated to undertake. Include any other known Specialty Subcontractors. A **maximum one (1) page** summary of background experience shall be submitted for each listed subcontractor, including consultants; and
 - (4) Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Administration may elect to exclude the experience represented by that project in determining the Proposer's qualifications.

SECTION 6
PROTESTS

This solicitation and any subsequent Contract will be administered in accordance with Maryland's Procurement Law, including the dispute provisions of the State Finance and Procurement Article of the Maryland Code. Protests must be resolved pursuant to COMAR 21.10.02. (see Appendix D).

A protest must be in writing and filed with the Procurement Officer at the address specified in Section 1.12. E-mail protests are **not** authorized. Oral objections, whether or not acted upon, are not protests.

6.1 TIME FOR FILING

- (a) A protest based on alleged improprieties in the solicitation, which are apparent before the closing date for receipt of initial proposals, shall be filed before the closing date for receipt of initial proposals. A protest based on alleged improprieties that did not exist in the initial proposal, but which are incorporated in the solicitation, shall be filed not later than the next closing date for receipt of proposals following the incorporation. For this procurement, the SOQ Due Date is considered the closing date for receipt of initial proposals.
- (b) Any other protest shall be filled no later than seven (7) days after the basis for the protest is known or should have been known, whichever is earlier.

6.2 CONTENT OF WRITTEN PROTEST

All protests must include the following:

- (a) Name and Address of Protestor.
- (b) Bid or Contract number.
- (c) Reasons for protest.
- (d) Supporting exhibits, evidence or documents to support protest.

All offers/proposals shall be irrevocable until final administrative and judicial disposition of a protest.

SECTION 7
RIGHTS AND DISCLAIMERS

7.1 ADMINISTRATION RIGHTS

The Administration may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFQ. The Administration reserves the right, in its sole and absolute discretion, to:

- (a) Reject any or all SOQs;
- (b) Issue a new RFQ;
- (c) Cancel, modify, or withdraw the RFQ;
- (d) Issue addenda, supplements, and modifications to this RFQ;
- (e) Modify the RFQ process (with appropriate notice to Proposers);
- (f) Appoint an Evaluation Committee and evaluation teams to review SOQs, and seek the assistance of outside technical experts in the SOQ evaluation;
- (g) Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in SOQs;
- (h) Revise and modify, at any time before the SOQ due date, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Administration will circulate an addendum to all registered Proposers setting forth the changes to the evaluation criteria or methodology.
- (i) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs;
- (j) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in the RFQ;
- (k) Waive weaknesses, informalities, and minor irregularities in SOQs;
- (l) Disqualify any team that changes its SOQ (following submittal) without Administration written approval;
- (m) Retain ownership of all materials submitted in hard-copy and/or electronic format; and/or

(n) Refuse to receive or open an SOQ, once submitted, or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:

- (1) Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the Administration (or State);
- (2) Default on the part of a Principal Participant or Designer under previous contracts with the Administration (or State);
- (3) Unsatisfactory performance by the Proposer, a Principal Participant, and/or Designer under previous contracts with the Administration (or State);
- (4) Issuance of a notice of debarment or suspension to the Proposer, a Principal Participant and/or Designer;
- (5) Submittal by the Proposer of more than one SOQ in response to this RFQ under the Proposer's own name or under a different name;
- (6) Existence of an organizational conflict of interest under Section 3.2, or evidence of collusion in the preparation of a proposal or bid for any Administration design or construction contract by (a) the Proposer, Principal Participant or Designer and (b) other proposers or bidders for that contract; and/or
- (7) Uncompleted work or default on a contract in another jurisdiction for which the Proposer or a Principal Participant is responsible.

7.2 ADMINISTRATION DISCLAIMERS

The RFQ does not commit the Administration to enter into a Contract, nor does it obligate the Administration to pay for any costs incurred in preparation and submission of the SOQs or in anticipation of a Contract. By submitting an SOQ, a Proposer disclaims any right to be paid for such costs.

The execution and performance of a Contract pursuant to any subsequent RFP is contingent upon sufficient appropriations and authorizations being made by the General Assembly of Maryland, or the Congress of the United States if federal funds are involved, for performance of a Contract between the successful Proposer and the Administration.

In no event shall the Administration be bound by, or liable for, any obligations with respect to the Work or the PROJECT until such time (if at all) as the Contract, in form and substance satisfactory to the Administration, has been executed and authorized by the Administration and approved by all required authorities and, then, only to the extent set forth in a written Notice to Proceed. In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

SECTION 8
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND EQUAL EMPLOYMENT OPPORTUNITY

8.1 POLICY

The Administration shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract or in the administration of 49 CFR Part 26. The Proposers shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in this PROJECT.

8.2 DBE PARTICIPATION GOAL

By submitting a SOQ in response to this RFQ, each Proposer agrees that, if included on the RCL, it shall comply with the Disadvantaged Business Enterprise (DBE) provisions of the Contract. These provisions are consistent with the applicable portions of the Minority Business Enterprise (MBE) provisions of the State Finance and Procurement Article of the Maryland Code. In this RFQ, the terms DBE and MBE have the same meaning.

Each Proposer on the Reduced Candidate List will be required to make a good faith effort to achieve the established DBE participation goal and provide evidence of such efforts in the Proposal. Such efforts must continue throughout the evaluation of Proposals, Contract award, and Contract performance.

Only MDOT certified MBEs can be utilized to achieve the Contract's DBE goal. MDOT has agreed to expedite any certification requests associated with DBE utilization on this PROJECT.

Based on preliminary estimates, it is anticipated that the overall DBE participation goal will be in the range of 17% to 22% of the total Contract B price. The final goals will be in the RFP. Additionally, because of the MDOT certification requirement for DBE's, firms are encouraged to submit paperwork for certification as soon as possible.

It is also anticipated that the Contractor's good faith efforts to achieve this overall DBE participation goal will include efforts to achieve DBE participation in performance of professional services under the Contract (including design; supplemental geotechnical investigations, surveying and other preliminary engineering; quality control as defined in the RFQ; environmental compliance activities; utility coordination; permitting; and public information) equal to or greater than 20% of the portion of the Contract Price allocable to such services.

8.3 EQUAL EMPLOYMENT OPPORTUNITY

In connection with this RFQ and the Contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being physically challenged. Proposers shall take affirmative action to ensure that all applicants are treated during employment, without regard to their race, color, religion,

sex, national origin, age, marital status, or being physically challenged. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment, job assignment, upgrading, demotion, transfer recruitment/recruitment advertising and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

8.4 DBE “AUDIT PLAN”

It is the policy of the Administration to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Administration’s policy to ensure that:

- (a) no discrimination exists in contract awards or administration in the DBE Program;
- (b) participation of DBE firms will fully meet eligibility standards;
- (c) assistance will be given to firms to develop and compete successfully in the marketplace without the DBE Program;
- (d) the DBE Program is narrowly tailored, with appropriate flexibility;
- (e) if contract barriers are identified every effort will be made to remove such barriers so that DBEs can compete fairly for contracts; and,
- (f) statutory requirements for concessions are followed.

Each Proposer on the RCL will be required to submit a plan to the Administration detailing the Design-Builder’s continuing responsibility to meet its DBE commitments, including its obligation to use good faith efforts to achieve the Project’s DBE participation goal(s), including how final design will lead to maintaining the goal(s) or achieving additional participation in areas identified in any waiver granted at Contract award. The DBE Plan will also include a system of reports and procedures that will document adjustments and maintenance of the DBE participation schedule, achievement of the Project’s DBE goal(s) and compliance with the requirements of COMAR 21.11.03.13.

The Administration will develop an annual Compliance Audit Plan to define the audit work that will be completed or directed by the Administration during each fiscal year. The Compliance Audit Plan will indicate the depth and breadth of audit activities based on an analysis of the compliance risks for the project. During the development of the Administration’s Compliance Audit Plan, there are a variety of tools and techniques that will be used to identify and assess risk within the Design-Builder’s DBE Program. These may include, but are not limited to, a review of the Design-Builder’s written policies, procedures and process narratives, the submittal of sample questions to the Design-Builder, and a review of prior compliance audit results.

The Administration will conduct regular DBE Compliance Audits designed to ascertain that the processes and procedures established in the Design-Builder’s DBE Plan are being adhered to and that the reports and other documentation submitted to the Administration in accordance with that plan are accurate and complete. Compliance Audits will be conducted on at least an annual

basis; however, more frequent audits and follow-up work will be performed if the Administration deems that to be necessary.

Recommendations for improvement to the system of internal controls will be a requirement of the regularly scheduled, and any specifically directed, compliance audits. These recommendations, the Design-Builder's action plans and the Design-Builder's progress towards implementation of the recommendations will be reported to the Administration on a regular basis.

8.5 SMALL BUSINESS ENTERPRISE

There will be no small business enterprise goals for this project.



**COMPETITIVE SEALED PROPOSALS
PROCUREMENT**

**STEP ONE: REQUEST FOR
QUALIFICATIONS (RFQ)**

**ICC CONTRACT 'B'
DESIGN-BUILD PROJECT
MD 200**

East of MD 97 to West of US 29

**Contract Number: AT3765B60
F.A.P. No. AC-NH-ICC-1(1)N**

APPENDIX A

**PROJECT DESCRIPTION,
DESIGN-BUILDER RESPONSIBILITIES
AND PROJECT STATUS**



*Maryland Department
of Transportation*



Maryland
Transportation
Authority

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APPENDIX A

PROJECT DESCRIPTION, DESIGN-BUILDER RESPONSIBILITIES AND PROJECT STATUS

1.0 PROJECT DESCRIPTION

The PROJECT consists of the design and construction of the third segment of the Intercounty Connector (ICC), extending from approximately 1,600 feet east of Maryland 97 to approximately 2,000 feet west of US 29, in Montgomery County, Maryland. The package (Contract B) will consist of approximately 7.0 miles of new, controlled access, six-lane, tolled roadway, and two interchanges: ICC/MD 182 and ICC/MD 650. Construction of Contract B will be in some of the most sensitive environmental areas along the alignment. The work also includes mainline, ramps, cross roads, and pavement design (pavement type to be proposed by Design-Builder); utility relocations; bridges; retaining walls; noise walls; earth berms; drainage facilities; landscaping; signing, signals, lighting and pavement markings; tolling infrastructure; maintenance of traffic; ITS devices; public relations support; and environmental compliance. Contract award is currently anticipated for mid 2008, with an anticipated contract duration of approximately three years.

Section 4.0 of this Appendix presents, by technical discipline, key attributes and features of ICC Contract B.

2.0 DESIGN-BUILDER RESPONSIBILITIES

The successful Design-Builder will be responsible for furnishing all labor, material, plant, equipment, services and support facilities for the following (this list is not intended to be all-inclusive):

- A) Design and construction of all project components;
- B) Project design and construction management;
- C) Project-related public information activities in support of the Administration;
- D) Coordination with PROJECT stakeholders and other contractors working on adjacent projects, including non-ICC related;
- E) Design and relocation of designated utilities, and coordination of utility relocations performed by the utility companies for affected infrastructure within the project limits;
- F) Design Quality Control (as defined) including design review;
- G) Construction Quality Control (as defined);
- H) Shared environmental management with the Administration;
- I) Environmental Training Program;

- J) Compliance with the Commitment Tracking Database;
- K) Additional environmental investigations, permitting, mitigation, monitoring and investigation associated with or resulting from Design-Builder's actions beyond approved permits;
- L) Maintenance of traffic, including access to properties (both temporary and permanent access), public access to public areas, haul roads, and movement of construction vehicles;
- M) Project safety and security;
- N) Preliminary engineering, such as surveys, geotechnical investigations and/or utility designations not provided by the Administration;
- O) Harmful and hazardous materials remediation (design, removal and construction);
- P) Drainage, erosion & sediment control and stormwater management;
- Q) Construction waste disposal and handling;
- R) Required clearances, licenses, construction easements, and permits for Design-Builder Work, work sites, storage areas, etc., on or off site;
- S) Ancillary works, such as access roads, driveways tie-ins, temporary fencing, relocation of drainage, work sites, and temporary works;
- T) Location, acquisition, permits, and transportation for material;
- U) Coordination and relocation of irrigation and municipal drainage facilities (when/where required);
- V) Site clearance;
- W) On-the-job training program;
- X) Maintenance of the PROJECT, including snow removal, during the Contract period; and,
- Y) Building Demolition.

3.0 PROJECT STATUS

The following is a summary of the status of the work being completed for the PROJECT:

- A) **National Environmental Policy Act (NEPA):** The FHWA signed the Final EIS/Section 4(f) on January 03, 2006. FHWA concurred on the State Preferred Alternative in the Record of Decision (ROD), which was signed on May 29, 2006.
- B) **Survey:** Control surveys and design level photogrammetry will be provided in electronic format in the Request for Proposals (RFP). Additional miscellaneous survey information will also be provided in the RFP. Cadd topographic files are available in both Microstation V7 and V8 formats.

- C) **Preliminary Engineering:** The conceptual horizontal alignments and vertical profiles are being established. Conceptual structural plans are also being developed. Electronic files of the concept design materials will be provided in the RFP. These cadd files will be provided in Microstation V7 format.
- D) **Utilities:** Studies are being done to identify existing utilities, and steps undertaken to have Utility Agreements in place prior to award of the Contract. Details will be provided in the RFP. Some utilities will be designated for design and relocation by the Design-Builder and others will be the responsibility of the Design-Builder to coordinate.
- E) **Right-of-Way (ROW):** The Administration is undertaking ROW acquisition and plans to have a majority of the parcels acquired by Contract NTP. If any parcels will remain to be acquired as of the NTP date, a schedule of the remaining ROW acquisition with Administration commitments will be provided in the RFP.
- F) **Environmental:** The Administration will obtain major environmental approvals for the PROJECT prior to NTP. Some permits, such as the MDE General Mineral Mining Permit (for batch plants), MDE Water Appropriations Permits (for withdrawals from surface and groundwater), MDE Erosion and Sediment Control Approval, MDE Stormwater Management Approval, MDE Air Quality/Emissions permits during construction, National Pollutant Discharge Elimination System (NPDES) Notices of Intent (NOI); Administration approval for noise compliance during night and holiday construction; and MDNR Roadside Tree Permit, will be the responsibility of the Design-Builder. Permit modifications for permits obtained by the Administration and if approved by the Administration, will be coordinated by the Administration, with the Design-Builder providing the necessary supporting engineering data. All permit modification for permits obtained by the Design-Builder will be the Design-Builder's responsibility.
- G) **Geotechnical:** Preliminary geotechnical investigations are underway and the findings will be provided in the RFP for use by the Design-Builder. The Design-Builder will be responsible for additional investigations required for support of design.
- H) **Traffic:** Traffic Control Device (TCD) design and coordination issues are also being reviewed and additional information will be provided in the RFP. The Design-Builder will be responsible for finalizing TCD designs.

- I) **Tolls:** Additional information regarding the system will be provided in the RFP. The Design-Builder will need to coordinate with the Administration's Toll System Integrator (TSI) contractor on toll systems/components within the project limits.

4.0 KEY ATTRIBUTES OF ICC CONTRACT B

This Section 4.0 summarizes the following critical topics (listed in alphabetical order) relevant to ICC Contract B:

4.01 Aesthetics

The Design-Builder must pay particular attention to the aesthetic elements and landscape architectural design of highway/structure elements and right-of-way properties along the corridor. Contract B includes a variety of existing land use types including residential, institutional, open landscape, parkland, conservation easements, and riparian buffer/stream valleys. In addition, noise walls, bridges, retaining walls and other "highway architecture" elements will require attention to aesthetic detail. The PROJECT will incorporate Context Sensitive Design/Solutions, and will require familiarity with native vegetation of the Mid-Atlantic Region, familiarity with the requirements of the Maryland Reforestation Law and the Maryland Forest Conservation Act, and stormwater management/bioretenion plantings.

Landscape Architecture Manager: Shall be a Maryland Licensed Landscape Architect (LLA) with a minimum of 10 years of demonstrated landscape architectural design experience related to highway corridor design and construction. The Landscape Architecture Manager must have a working knowledge and experience with the implementation process of Context Sensitive Design/Solutions; native vegetation of the Mid-Atlantic Region; Maryland Reforestation Law and the Maryland Forest Conservation Act; and stormwater management/bioretenion planting.

4.02 Air Quality

The Design-Builder will be required to implement specific methods and procedures to reduce the emissions resulting from work activities to those who live and/or work in or adjacent to the construction areas. Control methods may include:

- Fuel modifications (Clean Fuel): including synthetic diesel, biodiesel, and ultra low sulfur diesel.
- Engine Design Modifications: including exhaust gas recirculation (EGR), dimethyl ether, and natural gas.
- After Treatment/add-on Pollution Control Devices (Retro-fit): including oxidation catalysts, diesel particulate filters (DPF), lean catalysts, and selective catalytic reduction (SCR).

Control of hazardous odors, nuisance odors, and dust will be required. Control methods could include:

- Improving site drainage and preventing standing water from remaining in excavated areas.
- Covering stockpiles of excavated material with polyethylene sheeting.
- Reducing the amount of time that excavated material is exposed to the open atmosphere.
- Maintaining the construction site free of trash, garbage, and debris.
- Fully covering and securing haul truck cargos during material transport on public roadways.
- Cleaning-up and properly disposing of excavated material that is deemed odorous.

4.03 Computer Systems

SHA supplied Microstation files (**Version 7**), including data collection survey and photogrammetry, will be available for use by the Design-Builder at its sole risk. Project Files will be available in electronic format on compact disk (CD) or through the Administration's Engineering Information System (SHAPW), which is an implementation of Bentley's ProjectWise software. In order to access this system, users will be required to have on file with the Administration a signed copy of Maryland Department of Transportation's Terms and Conditions for Third Party Access Disclaimer.

The Design-Builder will be required to utilize Bentley Microstation Version 8, and/or Bentley GEOPAK and/or Bentley InRoads for all of the design and drafting. These files will need to conform to the Administration's Microstation Version 8 CADD Standards, including, but not limited to, feature tables, file-naming standards, parameter files, font libraries, cell libraries, and color tables.

Most SHA supplied files will be in Bentley Microstation Version 7 format. The Design-Builder will be required to convert these files to Version 8 format.

4.04 DBE (MBE) Outreach

Goal determination for the PROJECT and compliance are key aspects of this project. These goals will be published in the RFP.

Goal Determination

DBE goals were established (see Instructions, Section 8) for ICC Contract B and will reflect an understanding of the anticipated components of the design and construction of ICC Contract B as well as the availability of the regional DBE market place to provide those services.

Compliance

The Design-Builder's responsibility will encompass all aspects of the civil rights program, which includes design and construction compliance, on-the-job training, and the DBE program. The administration will have assigned to the PROJECT a Civil Rights Program Manager assisted by the GEC to perform oversight of the DBE efforts of the Design-Builder, including a DBE audit plan, which will be described in the RFP.

To ensure that the established DBE goals are being met in compliance with current regulations, a DBE audit plan is being established. Further details of this plan will be included in the RFP.

4.05 Environmental

This Administration and the regulatory agencies require that commitments made during the planning phase be implemented during design and construction. The Design-Builder will be required to maintain commitments and permit requirements through a strong environmental quality control and training programs as well as partnering with the Administration. The Design-Builder will have to strictly adhere to not only the commitments and conditions of the permits, but also commitments of the FEIS, ROD, and MOU/MOAs, as specified in the RFP. The Administration will also provide the Design-Builder with a Commitment Tracking Database (CTD) that will state each condition and commitment agreed to by the Administration. The Design-Builder will be required to fully implement, monitor, and report to the Administration on all activities required to fulfill the commitments that pertain to Contract B. The intent of the CTD is to track progress of commitments through the design and construction phases to ensure their full implementation as originally envisioned.

This contract is located in Montgomery County within the Northwest Branch and Paint Branch watersheds. A significant portion of the project is located within the Upper Paint Branch Special Protection Area. The Upper Paint Branch watershed, upstream of Fairland Road, has long been viewed as one of the highest quality watersheds in the Washington Metropolitan area, largely because of its ability to sustain a naturally reproducing population of brown trout. Although brown trout are not a native species and originally were introduced into the system through stocking, their long-term presence and continued reproduction has been an indicator of the quality of the Upper Paint Branch system and a catalyst for protection of this sensitive resource.

There are several rare, threatened and/or endangered species within the Project area such as: American Chestnut, Chinquapin, Umbrella Magnolia, Rough Aven, Shingle Oak, Purple Sneezeweed, Carolina Leaf- Flower, Butternut, Showy Skullcap, Tall Boneset, Virginia Snakeroot, Smalls Ragwort, Bashful Bulrush and Comely Shiner. In addition, the box turtle, a sensitive species of concern, is located within the Project area.

The Project is located within the following Major Stream Valley parks: Northwest Branch Stream Valley Park, Colesville Farm Estate/Paint Branch Farms and Upper Paint Branch Stream Valley Park, all of which contain large tracts of undisturbed forest and forest interior dwelling bird habitat. Several County listed Champion trees are also located along the Project alignment.

Within the Project area is Willow Grove, a national historic registered property.

The PROJECT requires a high level of environmental management and expertise through staffing and organization. Expertise in the following positions/areas is paramount:

Environmental Manager and Staff (EM)

This manager will be responsible for all environmental design and construction issues required for Contract B and is one of the Key Managers that must be identified in the SOQ. The EM will report directly to the Design-Builder's Project Manager and will be the primary liaison to the Administration for environmental issues and will need to have a broad background in environmental design and construction management on large complex transportation projects in

environmentally sensitive areas. The EM must be committed full-time, on-site with environmental management as this individual's sole responsibility. The EM must have authority to direct construction activities should the need arise.

Aquatic Resources, Parkland, and Wildlife

The EM and his/her environmental support team will be expected to:

- Ensure that design plans are in conformance with all commitments and conditions.
- Ensure that design measures are undertaken to, not only comply with, but further avoid and minimize permitted impacts to wetlands, water quality, streams, and their buffers.
- Have specific knowledge of parkland (Section 4(f)) issues and local knowledge of Montgomery County, M-NCPPC and Special Protection Areas.

Permitting

The PROJECT requires experienced personnel qualified in the construction of projects in environmentally sensitive areas, such as wetlands, forests, and streams, including individuals with experience in compliance with permits obtained from the U.S. Army Corps of Engineers, the Maryland Department of the Environment, and the Maryland Department of Natural Resources. The Design-Builder is expected to reduce permitted impacts using innovative measures. If the Design-Builder determines additional wetlands, buffers, forest, or floodplains will be impacted, the Design-Builder shall be responsible for providing the Administration with all information required to obtain the permits or modifications from the regulatory agencies. Mitigation resulting from additional impacts is the responsibility of the Design-Builder. **It should be noted that changes to the Conceptual Plan which result in additional impacts may or may not be approved by the Administration.**

The Administration is planning to secure the following permits and agreements:

- U.S. Army Corps of Engineers - Section 404 Clean Water Act Permit **RECEIVED**
- Maryland Department of the Environment - Water Quality Certification **RECEIVED**
- Maryland Department of the Environment - Nontidal Wetland and Waterways Permit **RECEIVED**
- Maryland Department of the Environment - Coastal Zone Management Program Federal Consistency Determination **RECEIVED**
- Maryland Department of Natural Resources - Scenic and Wild Rivers Approval
- Maryland Department of Natural Resources – Forest Impacts and potential on-site reforestation areas approval; and
- State Board of Public Works - Priority Funding Areas law compliance **RECEIVED**

It is anticipated that the Design-Builder will have to obtain the following permits and approvals:

- Maryland Department of the Environment General Mineral Mining Permits (for batch plants)
- Maryland Department of the Environment Water Appropriations Permits (for withdrawals from surface or groundwater)
- Maryland Department of the Environment Erosion and Sediment Control Approval
- Maryland Department of the Environment Stormwater Management Approval

- Maryland Department of the Environment Air Quality/Emissions permits during construction;
- Maryland Department of Natural Resources - Roadside Tree Permit
- National Pollutant Discharge Elimination System (NPDES) Notices of Intent (NOI)
- Maryland Department of Natural Resources fish collection permits for capturing and relocating fish with sampling equipment
- Maryland Department of Natural Resources wildlife collection permits for capturing and relocating wildlife
- Administration approval for noise compliance during night and holiday construction;
- All other approvals, permits and licenses, pay all charges, fees and taxes and give notices necessary or appropriate for the implementation of the Project beyond those obtained by the Administration. This includes but is not limited to approvals for on-or off-site staging, stockpiling areas, disposal sites and borrows pits.

Cultural Resource Expertise

The PROJECT requires expertise in cultural and historic resource preservation with respect to Section 106 of the National Historic Preservation Act of 1966 and the Advisory Council on Historic Preservation (ACHP) procedures, as well as experience with implementing the requirements of the Memorandum of Agreement (MOA) on historic and cultural resources including assisting the PROJECT sponsor, with coordination with representatives of Maryland State Historic Preservation Officer (MD SHPO), local landowners, federal, State, and local agencies.

Noise Analysis Expertise

The construction of sound barriers is a prime consideration of Contract B, with a preliminary estimate of eleven (11)/7.4 miles of sound barriers. The work requires field investigations, ambient sound measurements, acoustical analysis using the Federal Highway Administration computer program TNM©; structural design of panels, posts, and foundations; and design of special structures such as grade beams and offset brackets. The sound barrier design and construction will be closely coordinated with other work items such as landscaping, utilities, drainage, stormwater management, sediment control, and bridge and retaining wall design. Sound barrier design must be coordinated with the aesthetic guidelines.

Environmental Quality Control During Construction

Construction through sensitive environmental areas confined to a minimized envelope will require substantial expertise and a full-time presence of a highly skilled environmental quality control team. The expertise of this team must include but not be limited to the following key areas:

- Sediment and erosion control/stormwater management/permit compliance
- Hazardous materials and hazardous waste management
- Air quality compliance during construction

Independent Environmental Monitor (IEM)

The Administration as per permit conditions has retained the services of a qualified, independent environmental monitor (independent from the Design-Builder), who will monitor the design and construction of the PROJECT full-time to assure that all regulatory permit conditions are met. The role of the independent environmental monitor will include activities in design review, monitoring construction, compliance recommendations, and notifications of compliance problems.

4.06 Geotechnical

The Design-Builder will be required to conduct supplemental geotechnical investigations, analysis, design, and produce Geotechnical/Foundation Reports, with design and construction recommendations, for all components of the PROJECT.

Supplemental Subsurface Investigations

The Design-Builder will be required to conduct supplemental geotechnical subsurface investigations as required to properly characterize the site. Limited preliminary (less than 100% and varies by project element) geotechnical subsurface investigations, including borings, laboratory testing, and geophysical testing are being performed and the results will be included in the RFP. Supplemental explorations will need to be completed prior to finalizing the design for each project element. The extent of supplemental investigation requirements shall be the responsibility of the Design-Builder. The supplemental explorations shall be conducted in accordance with current geotechnical standards of practice. (**NOTE:** These investigations may not be performed until execution of the Contract.) The Design-Builder shall provide an experienced geophysicist to review and interpret the results of the preliminary geophysical investigations. The same experienced geophysicist shall be retained should the Design-Builder elect to plan and implement supplemental geophysical investigations.

Design

The Design-Builder will need to provide the necessary geotechnical engineering resources necessary to perform the design and construction of all project elements including the major geotechnical elements listed below.

- Embankment, Excavation, and Subgrade Preparation
- Pavement Design (roadway and bicycle paths)
- Bridge Foundations
- Foundations for Retaining Walls (with and without Noise Panels)
- Culvert Foundations
- Noise Wall Foundations
- High-Mast Light Pole Foundations
- Stormwater Management Facilities
- Geotechnical Instrumentation for Monitoring Construction Performance

4.07 Highway Engineering

The Design-Builder will be responsible for the design and construction of approximately 7.0 miles of six-lane divided highway, beginning approximately 1,600 feet east of MD 97 and ending approximately 2,000 west of US 29. The mainline of the proposed roadway is an open section with median ditches and roadside ditches. The PROJECT includes the reconstruction of five local roadways over the ICC and construction of two interchanges including ICC/MD 182 and ICC/MD 650.

A key challenge of the highway design effort is the coordination of multiple design components into a comprehensive package. The design must not only meet the requirements of traditional highway design criteria, but also be designed to meet strict environmental requirements and be constructed in cooperation with the many adjacent residential and environmental communities/stakeholders.

Of particular sensitivity will be construction activities where the ICC traverses a narrow corridor in the vicinity of communities such as Longmead between MD 28 and MD 182, Colesville between Notley Road and MD 650, and Stonecrest/Fairland between Upper Paint Branch Park and Old Columbia Pike.

The Design-Builder will be required to obtain all approvals required for construction of the roadway and to meet with each approval agency and confirm the final roadway configurations and traffic control requirements, including signing, lighting, signalization, striping, and ITS. It is anticipated that the Design-Builder will prepare supplemental traffic studies, as necessary to obtain approvals.

The Design-Builder will be responsible for the pavement design for all roadways that are part of the PROJECT. The Design-Builder will also be responsible for pavement report(s) for the PROJECT, including the following:

- Documentation of the composition and condition of all existing roadways/paved areas being impacted by the project (i.e. Maryland and County roadways).
- Stabilization, Ground Improvement, and Utilization of pavement design for all existing roadways/paved areas being impacted by the project, including rehabilitation of those roadways used for maintenance of traffic and construction traffic/hauling during the construction period.

4.08 Hydrology/Hydraulics

Roadway Drainage Design

Contract B is primarily new roadway construction, with some reconstruction of existing cross roadways. The main line of the proposed roadway is new construction with an open typical section including median and roadside ditches. Ramps, local road connections, noise walls and bridges may require closed typical sections with curb and drainage systems, e.g. curb, gutter and storm drains. Reconstruction areas will require assessment to determine adequacy of existing drainage systems, e.g. capacity, outfall stability, system condition, etc. to meet roadway needs.

All drainage design must conform to MDSHA's Highway Drainage Manual and Standards and Specifications for Construction and Materials. Drainage design shall also be in accordance with other Administration directives and criteria given by the Administration by at Notice to Proceed.

Cross Culvert Design

Within Contract B there will be approximately 11 crossings carrying local streams and drainage ways across the ICC. Culvert types, sizes and locations must meet SHA criteria at a minimum but shall be selected, designed and constructed by the successful design-builder (D-B). There are approximately 9 locations where large diameter round (54" diameter or greater) or box culverts may be required. A number of culverts will require fluvial geomorphic design in the approach and exit stream reaches to transition the local stream through the culvert. Fish passage and small mammal crossing requirements must be followed in design and construction at a number of culverts along the project.

Although a federal Joint Permit has been issued for the ICC, culvert design and construction certainly affects the permit authorization. The D-B Team will be responsible for culvert and Waterway Construction permitting and coordination with MDE's Nontidal Wetlands and Waterways Program (ref. Code of Maryland Regulations – COMAR – 26.17.04).

Stormwater Management

Commitments and requirements for stormwater management on Contract B are set forth in the FEIS and the Maryland Department of the Environment's Stormwater Management Guidelines for State and Federal Projects and 2000 Maryland Stormwater Design Manual, and SHA's Visual Quality and Safety guidelines. Among the highest priorities for the project are incorporating environmentally sensitive designs, including the use of Grass Channel Credits where feasible to address water quality control. The project crosses the Upper Paint Branch (UPB) Special Protection Area (SPA) as designated by Montgomery County Government and lying roughly between New Hampshire Avenue (MD 650) and just beyond the eastern limits of work at Old Columbia Pike. In the UPB SPA stormwater management water quality control requirements will be addressed through linear filtering devices (dry swales or bioretention areas) situated in roadside and median ditches and quantity control requirements will be addressed primarily through underground storage. In addition the Design-Builder is required to capture and provide water quality treatment for bridge deck stormwater runoff in the UPB SPA.

SWM water quantity control requirements for Contract B include providing 12-hour Channel Protection Volume (Cpv) in accordance with MDE requirements prior to discharge to local streams. There are no Overbank Flood Protection Volume (Qp) or Extreme Flood Protection Volume (Qf) requirements anticipated on Contract B. Cpv is anticipated to be achieved through design and construction of dry ponds along the alignment as designated by "SWM" in right of way bump outs and underground storage locations shown on the RFP plans. Cpv requirements are assumed to be required at all outfalls on the project without waivers from requirements.

The D-B will be required to address SWM maintenance access and methods in design and construction as well as provide SHA/MDTA as-built certification for each facility constructed and an overall operation and maintenance plan and schedule.

Erosion and Sediment Control

Requirements for erosion and sediment control (ESC) are set forth by Maryland Department of the Environment in the Erosion and Sediment Control Guidelines for State and Federal Projects and the 1994 Standards and Specifications for Soil Erosion and Sediment Control. Superintendent and ESCM of the D-B are required to present MDE's Responsible Personnel certification "Green Card" and SHA's ESC certification. Future stormwater management locations and right-of-way bump outs marked "ESC" can be used for ESC practices during construction. In UPB SPA the D-B team shall employ redundant ESC devices to protect waterways from sediment pollution, as well as develop and implement spill response plans should sediment reach the local waterway. Successful D-B must comply with federal NPDES Permit for Construction Activities during construction.

FEMA Floodplain Coordination

D-B will be required to coordinate design of culvert and bridge crossings directly with FEMA and MDE, including modeling floodplain impacts resulting from final culvert designs where FEMA floodplains are involved and obtaining FEMA and MDE concurrence on the designs.

Information on MDE stormwater management and erosion and sediment control laws, regulations, programs, and design and submittal requirements can be found at <http://www.mde.state.md.us/Programs/WaterPrograms/SedimentandStormwater/index.asp>.

Waterway Construction Permit information can be found at http://www.mde.state.md.us/Programs/WaterPrograms/Wetlands_Waterways/index.asp

4.09 Public Involvement

The ICC is perhaps the most politically sensitive project ever undertaken by the State of Maryland. On planning books for half a century, never before has the ICC advanced to construction. The political will now to build the PROJECT exists both on the state and local levels, with majorities of elected officials supporting its construction. Despite the support of a majority of officials, it is certain that the PROJECT will remain a topic of controversy for highly-organized and vocal individuals and groups. Key concerns center on environmental issues and neighborhood impacts, both during construction and for the ultimate improvements.

The Design-Builder's project leadership will need to possess the successful experience and ability to:

- Build very large projects in highly sensitive environments.
- Operate successfully within the political dynamics existing in the State of Maryland and Prince George's and Montgomery counties.
- Interact openly and effectively with sometimes strongly opposed community groups.
- Work effectively and closely with the SHA/MdTA public affairs and the GEC's public affairs team to communicate timely and useful information that has bearing on citizens, from the larger regional public to individual residents.
- Appreciate that contractor actions have the potential to make negative news and/or trigger legal action, and to operate with that reality in mind.

4.10 Structures

There are 10 bridge locations in Contract B containing five new dual bridges and five new single bridges, for a total of 15 bridges. The bridge construction for this Contract consists of all new bridges that vary in configuration from routine overpass bridges to long environmental crossings and an hour-glass shaped bridge for a single point urban interchange. The preliminary concept plans for these bridges show structures that vary in total length from about 160 feet to approximately 1,300 feet.

The aesthetics of the proposed bridges are important and aesthetic requirements will be provided in the RFP. Bridges spanning over the ICC will need some specific aesthetic details to create a consistent appearance through the entire ICC corridor. Aesthetic elements of bridges include parapets, wingwalls, abutments, and piers, which will need to reflect consistent shapes and surface textures that will be incorporated throughout the PROJECT. Some flexibility in superstructure type will be allowed as The Administration encourages Design-Builders to explore segmental concrete, prestressed concrete, and steel girder options for the environmental crossings, which are the longer bridges in the contract. The other bridges are expected to have steel girders.

Five bridge locations will span sensitive environmental areas with defined constraints that could affect pier and abutment locations and span lengths:

- BR-28 ICC over Northwest Branch (Station 533)
- BR-29 ICC over Bonifant Road and Northwest Branch
- BR-30 ICC over Northwest Branch (Station 593)
- BR-33 ICC over Good Hope Tributary
- BR-34 ICC over Gum Springs & Paint Branch

The right-of-way in these areas is very tight, cannot be modified and may require the bridges to be built in stages to facilitate construction activities through the area.

There are five bridges that span over the ICC that are conceived to range in length from 160 feet to 280 feet. The aesthetic appearance of these structures are very important and require aesthetic details consistent with other bridges spanning over the ICC in the Corridor. One of these bridges is anticipated to be hour-glass shaped to support a single point urban diamond interchange for MD 650 over the ICC.

There are expected to be 16 retaining wall locations totaling 2,900 linear feet in length in the PROJECT. These range in length from approximately 60 feet to over 430 feet, with average heights from 5 feet to 28 feet. Noise walls are anticipated at 11 locations resulting in approximately 39,000 feet of wall. The face of the walls will receive an aesthetic treatment consistent with the overall aesthetic plan for the Corridor. A noise wall will stretch across one of the bridges, BR-34 ICC over Gum Springs and Paint Branch.

4.11 Toll/ITS-MdTA

Subject to the exclusions specified below, the Design-Builder will be responsible for the design, construction, and coordination of the following PROJECT Toll/ITS elements:

Intelligent Transportation Systems (ITS)

Includes conformance with the systems architecture integrating the field devices, power/communications systems and structural supports/foundations into the existing ITS operations of both the MdTA and the SHA. (This systems architecture will be developed for the overall ICC by the Design-Builder retained for Contract A.)

Field devices include Closed Circuit Television (CCTV), Dynamic Message Signs (DMS), Highway Advisory Radio (HAR), and associated “Shazam” signs, roadside volume/speed sensors, and weather stations including power/communications systems with an ICC operations facility to be located in the vicinity of the PROJECT area. (The ICC operations facility is to be designed and constructed by others.) Communications systems will need to connect the ICC operations facility to multiple remote locations, including the MdTA Authority Operations Center (AOC) at the Fort McHenry Tunnel and the SHA CHART Statewide Operations Center in Hanover.

Electronic Toll Collection System (ETC)

Related to the ETC, the PROJECT includes gantries for all field equipment related to the ETC including conduit systems needed to provide power and communications. Extensive coordination will be required with the ICC operations facility to be located in the PROJECT area (this operations facility is to be designed and constructed by others) and a Toll Systems Integrator (TSI) to be retained separately by MdTA.

4.12 Traffic

The Design Builder shall be responsible for the traffic analysis and the design and construction of the Project signing, pavement markings, roadway and sign lighting, and traffic signals.

Signing consists of interchange guide signing, supplemental signs, toll signing, regulatory and warning signs for the ICC mainline and cross-streets approaching the ICC. All signing is to be coordinated with ITS devices and Electronic Toll Collection equipment. Sign lighting for all overhead and cantilever structures shall also be provided by the Design Builder.

Partial interchange decision point lighting shall be provided by the Design Builder at each interchange. High mast lighting shall not be used on this Contract.

The Design Builder shall be responsible for design and installation of sign structures and light poles, including foundations, conduit systems, circuitry, power supplies, lighting cabinets, and coordination with the power company to obtain power feed for lighting devices.

Pavement Markings shall be provided and installed by the Design Builder along the mainline ICC, ramps, cross-streets, and bike paths.

The Design Builder shall provide Traffic Signals at each intersection where warrants are met, including foundations, traffic signal poles, signal heads, conduit system, circuitry, detection devices, associated signal equipment, and intersection lighting and signing. The work shall include conducting traffic studies including warrant analysis, preparation of the design Request, construction plans, coordinating utility connections with the proper utility company and coordinating with the Counties for signal installation and interconnect as appropriate.

The Design-Builder will be responsible for developing traffic operations and controls summarized in a traffic report meeting the requirements of the RFP. This report will be used to confirm turning lane requirements, traffic signal configuration, and initial operations, types and locations of signs, signals and pavement markings, and other required traffic control devices. Estimated limits of roadway construction at cross-street intersections will be provided in the RFP. The Design-Builder will be required to coordinate and confirm actual construction limits with the Administration considering final grades, drainage, access driveways, pavement markings, signing, and existing pavement and sidewalk condition.

The Design-Builder will be required to prepare Draft and Final Maintenance of Traffic (MOT) plans that address maintenance of local access, maintenance of traffic circulation, proposed detours and traffic diversions, proposed off-site traffic improvements necessary to maintain circulation, and other proposed measures to inform the public and reduce or mitigate construction impacts to local circulation and access.

4.13 Utilities

A utility mosaic based on existing utility plans, obtained from each of the utility companies and designating of some utilities, will be provided in the RFP.

The Design-Builder will be required to coordinate and cooperate with utility contractors relocating utilities not assigned to the Design-Builder for relocation. Extensive coordination, consideration, and cooperation efforts must be given to the 42-inch water main owned by WSSC, the underground electric cables owned by Pepco and the underground telephone duct banks owned by Verizon, which cross the ICC Contract B alignment.



COMPETITIVE SEALED PROPOSALS PROCUREMENT

STEP ONE: REQUEST FOR QUALIFICATIONS (RFQ)

ICC CONTRACT 'B' DESIGN-BUILD PROJECT MD 200

East of MD 97 to West of US 29

**Contract Number: AT3765B60
F.A.P. No. AC-NH-ICC-1(1)N**

APPENDIX B

FORMAT AND ORGANIZATION FOR STATEMENT OF QUALIFICATIONS (SOQ)



*Maryland Department
of Transportation*



APPENDIX B

FORMAT AND ORGANIZATION FOR STATEMENT OF QUALIFICATIONS (SOQ)

The outline presented in this Appendix B shall be followed for preparing the Statement of Qualifications (SOQ) package. Specific content requirements for each section of the SOQ are described in the RFQ, as referenced in the outline. This format has been created to facilitate responses to the RFQ and to facilitate the evaluation and short-list process for the Reduced Candidate List (RCL).

The SOQ shall be packaged into a cover letter, four (4) separate sections and one (1) appendix:

- A) Section 1 – Legal;
- B) Section 2 – Financial (financial statements are to be included only in the original SOQ, with five (5) copies provided in a separately sealed envelope labeled “Financial Information.”);
- C) Section 3 – Organization and Key Managers;
- D) Section 4 – Experience of the Firms; and,
- E) Appendix A – Legal Documents.

The four (4) sections and one (1) appendix shall consist of loose-leaf pages and shall be placed together in one 3-ring binder.

Text shall be in a standard font, a minimum of ten points in height, single-spaced. Pages shall be 8-1/2 by 11 inch white paper, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11” x 17” paper and folded to 8.5” x 11, with simple lettered/numbered dividers for each section/subsection. Single sided pages shall be used. Number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2; 3-1, 3-2, etc.). Page numbers shall be placed on the bottom right corner of each page. All dimensional information must be shown in English units. Appendix A documents do not need to be consecutively numbered.

Proposers should make every effort to present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

The information shall be easily reproducible by normal black and white photocopying machines. Color photographs and renderings (if used) shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

Except as otherwise provided in RFQ Section 5.4, SOQs will become the property of the Administration, and copies of each SOQ will be retained after the SOQ evaluation process for the PROJECT files.

SOQ Section No.	Section Title, Required Information, and Page Limits	RFQ Reference
	<ul style="list-style-type: none"> • Cover Letter (2 pages maximum) • Acknowledgement Form (see Appendix C) 	5.4.1
Section 1	<p>Legal:</p> <ul style="list-style-type: none"> • Form L-1; and • Form L-2 <p>Additional Information if JV, LLC or Partnership:</p> <ul style="list-style-type: none"> • Identity of Lead Principal Participant (on Form L-1): • Percent share of each Principal Participant (on Form L-1); and, • Joint and Severally Liability Statement 	5.4.2.1
Section 2	<p>Financial:</p> <ul style="list-style-type: none"> • Surety Letters; • Parent Firm Guarantee(s) (if required); and • Financial Statements, Information and Letters (original SOQ only, five (5) additional copies to be provided in separately sealed envelope). 	5.4.2.2
Section 3	<p>Organization and Key Managers:</p> <ul style="list-style-type: none"> • Organization and Communications Structure; • Form E-1; and • Resumes (2 pages per person) 	5.4.2.3
Section 4	<p>Experience of the Firms:</p> <ul style="list-style-type: none"> • Background and Experience Summaries (2 pages maximum per firm); • Form E-2 (maximum of 15); • Form E-3; and • Subcontractor Background Summaries (maximum 1 page per subcontractor). 	5.4.2.4
Appendix A	<p>Legal Documents:</p> <ul style="list-style-type: none"> • Power(s) of Attorney (Principal Participant’s representative); and • Power(s) of Attorney (Principal Participant’s point of contact). <p>Additional Information if a JV, LLC or Partnership:</p> <ul style="list-style-type: none"> • (If legally formed) Legal structure and supporting documents or description of proposed legal structure; or • (If not yet legally formed) Teaming agreement or comparable document or description. 	5.4.2.1(d)&(e)



COMPETITIVE SEALED PROPOSALS PROCUREMENT

STEP ONE: REQUEST FOR QUALIFICATIONS (RFQ)

ICC CONTRACT 'B' DESIGN-BUILD PROJECT MD 200

East of MD 97 to West of US 29

Contract Number: AT3765B60

F.A.P. No. AC-NH-ICC-1(1)N

APPENDIX D

CODE OF MARYLAND REGULATIONS (COMAR)



*Maryland Department
of Transportation*



CODE OF MARYLAND REGULATIONS
TITLE 21 STATE PROCUREMENT REGULATIONS
SUBTITLE 10 ADMINISTRATIVE AND CIVIL REMEDIES
CHAPTER 02 PROTESTS

21.10.02.01

.01 Definitions.

A. In this chapter, the following words have the meanings indicated.

B. Terms Defined.

(1) "Interested party" means an actual or prospective bidder, offeror, or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest.

(2) "Protest" means a complaint relating to the solicitation or award of a procurement contract.

(3) "Protester" means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files the protest.

(4) "Reviewing authority" means the procurement agency head or designee.

21.10.02.02

.02 Filing of Protest.

A. An interested party may protest to the appropriate procurement officer against the award or the proposed award of a contract subject to this title, except a contract for architectural services or engineering services.

B. The protest shall be in writing and addressed to the procurement officer.

C. A protest may be filed by electronic means only if expressly permitted and in the manner specified by the solicitation.

21.10.02.03

.03 Time for Filing.

A. A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. For procurement by competitive sealed proposals, alleged improprieties that did not exist in the initial solicitation but which are subsequently incorporated in the solicitation shall be filed not later than the next closing date for receipt of proposals following the incorporation.

B. In cases other than those covered in §A, protests shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.

C. The term "filed" as used in §A or §B means receipt by the procurement officer. Protesters are cautioned that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed in §A or §B may not be considered.

D. If a solicitation permits filing of a protest by electronic means, a protest is received when it is delivered to the location and within the time limits specified in the solicitation.

21.10.02.04

.04 Form.

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

- A. The name and address of the protester;
- B. Appropriate identification of the procurement, and, if a contract has been awarded, its number if known;
- C. A statement of reasons for the protest; and
- D. Supporting exhibits, evidence, or documents to substantiate the reasons for the protest unless not available within the filing time, in which case the expected availability date shall be indicated.

21.10.02.05

.05 Notification of the Office of the Attorney General.

The procurement officer shall submit a copy of the protest to the Office of the Attorney General upon receipt of the protest and, unless clearly inappropriate, shall consult with legal counsel.

21.10.02.06

.06 Requested Information Time for Filing.

Any additional information or substantiation requested by the procurement officer shall be submitted within 5 days after receipt of notification or such other time as the procurement officer may specify in order to expedite consideration of the protest. Failure of any party to comply with a request for information or substantiation by the procurement officer may result in a resolution of the protest without consideration of any response to the request that is not timely filed.

21.10.02.07

.07 Making Information on Protests Available.

Upon written request, the procurement officer shall make available to any interested party information submitted that bears on the substance of the protest except when information is confidential, or otherwise is permitted or required to be withheld by law. Persons who wish to keep information submitted by them confidential shall so request by specifically identifying the information within documents submitted, and indicating on the front page of each document that it contains information not subject to disclosure.

21.10.02.08

.08 Negotiation with Interested Parties.

The procurement officer may conduct discussions and, if appropriate, negotiations with the protester or any other interested party and may resolve the protest by agreement with any one or more interested parties. The agreement shall be in writing and shall be subject to the approval of the reviewing authority and the Office of the Attorney General.

21.10.02.09

.09 Decision by the Procurement Officer and Reviewing Authority.

A. Time for Decisions. A decision on a protest shall be made by the procurement officer in writing as expeditiously as possible after receiving all relevant, requested information.

B. The decision of the procurement officer shall be reviewed by the reviewing authority and appropriate legal counsel. The reviewing authority may approve, modify, or disapprove the procurement officer's decision. In disapproving a decision, the reviewing authority may order the procurement officer to effect resolution. Unless the protest is remanded to the procurement officer, the decision of the reviewing authority is the final action by the procurement agency.

C. The decision shall include:

- (1) A description of the controversy;
- (2) A statement of the decision, with supporting material;
- (3) If the protest is not sustained, a paragraph substantially as follows: "This decision is the final action of this agency. This decision may be appealed to the Maryland State Board of Contract Appeals in accordance with COMAR 21.10.07.02. If you decide to take such an appeal, you must file written notice of appeal to the Appeals Board within 10 days from the date you receive this decision." This paragraph also shall include the current address of the Appeals Board.

D. The procurement officer shall furnish a copy of the decision to the protester and all other interested parties, by certified mail, return receipt requested, or by any other method that provides evidence of its receipt.

21.10.02.10

.10 Time for Filing Appeal.

A. Protesters are required to seek resolution of their complaints initially with the procurement agency. A subsequent appeal by an interested party to the Appeals Board shall be filed within 10 days of receipt of notice of the final procurement agency action.

B. An appeal received by the Appeals Board after the time prescribed in §A of this regulation may not be considered unless it was sent by registered or certified mail not later than the fifth day before the final date for filing an appeal as specified in §A of this regulation. A date affixed by postage meter will not be considered as evidence of the actual mailing date. The only acceptable evidence to establish the date of mailing shall be the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark is illegible, the appeal shall be deemed to have been filed when received by the Appeals Board.

21.10.02.11

.11 Awards of Contracts Pending Protests and Appeals.

A. If the authority to award a contract has not been delegated to a department pursuant to COMAR 21.02.01.04, and a timely protest or appeal has been filed, the contract may be executed only if either:

(1) The Board of Public Works finds that execution of the contract without delay is necessary to protect substantial State interests; or

(2) The Appeals Board issues a final decision concerning the appeal. If a contract is to be executed pursuant to §A(1) of this regulation, the procurement agency shall so notify the Appeals Board.

B. If the authority to award a contract has been delegated to a department pursuant to COMAR 21.02.01.04, and a timely protest or appeal has been filed, the contract may be executed only if either:

(1) The head of the procurement agency or designee makes a determination that execution of the contract without delay is necessary to protect substantial State interests; or

(2) The Appeals Board issues a final decision concerning the appeal. If a contract is to be executed pursuant to §B(1) of this regulation, the procurement agency shall notify the Appeals Board of its action and shall also advise the Board of Public Works by appropriate notation when the item is reported to the Board on the department's Procurement Agency Activity Report (PAAR).

Annotated Code of Maryland

State Government Article

§ 15-508 Participation in Procurement

(a) *In general*- An individual or a person that employs an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not:

(1) submit a bid or proposal for that procurement; or

(2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

(b) *Exemptions* - For purposes of subsection (a) of this section, assisting in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement does not include:

(1) providing descriptive literature such as catalogue sheets, brochures, technical data sheets, or standard specification "samples", whether requested by an executive agency or provided on an unsolicited basis;

(2) submitting written comments on a specification prepared by an agency or on a solicitation for a bid or proposal when comments are solicited from two or more persons as part of a request for information or a prebid or preproposal process;

(3) providing specifications for a sole source procurement made in accordance with [§ 13-107 of the State Finance and Procurement Article](#);

(4) providing architectural and engineering services for:

(i) programming, master planning, or other project planning services; or

(ii) the design of a construction project if:

1. the design services do not involve lead or prime design responsibilities or construction phase responsibilities on behalf of the State; and

2. A. the anticipated value of the procurement contract at the time of advertisement is at least \$2,500,000 and not more than \$100,000,000; or

B. regardless of the amount of the procurement contract, the payment to the individual or person for the design services does not exceed \$500,000.

(5) providing specifications for an unsolicited proposal procurement made in accordance with [§ 13-107.1 of the State Finance and Procurement Article](#)