



*Northern Indiana Commuter
Transportation District*

**REQUEST FOR QUALIFICATIONS
FOR
DESIGN BUILD SERVICES**

NICTD WEST LAKE CORRIDOR PROJECT

NICTD RFQ NO. 1901

March 22, 2019



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APPENDICES TO THE RFQ

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| Form A | Letter of Intent and Qualifications with Form A-1 Verified Statement and Appendix A-1-a EMR, TCIR, DART Rates |
| Form B-1 | Proposer Team Summary |
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| Form C | Buy America Certification |
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| Form F | Acknowledgement of RFQ Addenda |
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| Form I | DBE Utilization Plan |
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| Form N | Certificate of Qualification |
| Form O | Non-Collusion Affidavit |
| Form P | E-Verify Certificate |
| Form Q | Certificate Regarding Investment Activities in Iran |
| Form R | Non-Disclosure Agreement |

EXHIBITS

1. Glossary of Definitions
2. WLC Site Map
3. SOQ Submittal Outline
4. NICTD Protest Procedures for Design-Build Projects
5. List of Design-Build Team Key Personnel Requirements
6. Design-Builder's Scope of Work

REQUEST FOR QUALIFICATIONS FOR DESIGN BUILD SERVICES NICTD WEST LAKE CORRIDOR PROJECT

1 INTRODUCTION

The Northern Indiana Commuter Transportation District (“NICTD”) is a commuter transportation district and a municipal corporation created under Indiana Code, §8-5-15. NICTD has developed and is planning a major capital investment project to expand its commuter rail service known as the South Shore Line, with the West Lake Corridor Project (the “Rail Project” or “Project”). The Rail Project will improve the South Shore Line and foster economic development throughout northwest and north central Indiana by shortening commute times, providing new rail service to areas not serviced by rail transportation to Chicago, enhancing the economic and community development of the northwest Indiana region, and increasing the convenience to the areas served.

NICTD is issuing this Request for Qualifications (“RFQ”) in accordance with the provisions of Indiana Code § 5-1.3 *et. seq.* (“Rail Projects Statute”), Indiana Code §5-30 *et seq.* (“Design-Build Statute”), and other applicable law. For the RFQ phase, NICTD invites prospective design-build firms, groups of firms, or joint ventures, partnerships or corporations (“Proposers”) who are qualified and prepared in all respects to undertake the complete design and construction of the Design-Builder’s Scope of Work for the Rail Project as set forth herein to submit Statements of Qualifications (“SOQs”) to NICTD. The Design-Builder’s Scope of Work means the anticipated scope of work for the Design-Build Contract for the Rail Project as set forth in Exhibit No. 6 attached to this RFQ. *See NICTD Exhibit No. 6 included with this RFQ.*

SOQs will only be accepted from Proposers committing to provide all required services and work within Design-Builder's Scope of Work for the Rail Project (the “Work”). The Design-Builder’s Work is further described in the Glossary of Definitions attached to this RFQ as Exhibit No. 1. *See NICTD Exhibit No. 1 included with this RFQ.* NICTD will not consider responses from firms not offering to provide all required Work. The SOQs will allow Proposers to submit their qualifications for review by a Technical Review Committee (“TRC”) that will determine a Short-List of qualified Proposers that are eligible to continue in the procurement process (“Short-Listed Proposers”).

In the RFP phase, NICTD will request the Short-Listed Proposers to submit their Qualitative or Technical Proposals and Price Proposals. The TRC will rate the qualitative proposals and provide written comprehensive scores for each, and NICTD will consider the Price Proposals, dividing each Short-Listed Proposer’s price, as set forth in its Price Proposal, by the written comprehensive score given by the TRC to obtain an adjusted price. The proposal that provides NICTD with the lowest adjusted price providing the best value shall thereupon become the Selected Proposer (“Selected Proposer”). Following negotiations of the final terms, it is anticipated that the Selected Proposer will enter a Design-Build Contract with NICTD.

Capitalized terms used in this RFQ have the meaning stated in the Glossary of Definitions attached to this RFQ as Exhibit No. 1. *See NICTD Exhibit No. 1 included with this RFQ.*

1.1 NICTD Project Website

This RFQ and attachments thereto, and other information furnished by NICTD with the RFQ, including any addenda issued in connection with this RFQ shall constitute the Procurement

Documents (“Procurement Documents”). The Procurement Documents are available to Proposers on the NICTD Project Website at <http://www.nictdplanroom.com> (“Project Website”).

For access to SSI designated materials on the Project Website, a Non-Disclosure Agreement (“NDA”) is required to be executed and returned to NICTD. The RFQ and the form NDA can be found on the NICTD SSL Website <http://www.mysouthshoreline.com/about/purchasing>. Reference Section 2.13 below and the NDA form with this RFQ. *See NICTD Appendix Form R included with this RFQ.*

The executed NDA may be submitted to NICTD in person or by mail to the address below at any time prior to the date of the submission of the SOQs. Executed NDAs may also be scanned and e-mailed to the NICTD Procurement Contact, listed below. Any Procurement Documents containing Sensitive Security Information (“SSI”) shall be maintained on the secure Project Website in a separate Share File Location on the Project Website. Once the executed NDA has been received by NICTD, a secure login will be created that allows access to the separate Share File Location where Procurement Documents containing SSI shall be located.

Procurement Documents that do *not* contain SSI are available electronically and may be accessed without an executed NDA. Proposers also can request Procurement Documents that do not contain SSI at the following address of the NICTD Procurement Contact:

Northern Indiana Commuter Transportation District
Attention: Anthony Siegmund, Purchasing Manager
601 North Roeske Avenue
Michigan City, IN 46360-2669
Phone: (219) 874-4221 Ext. 267 / Fax: (219) 872-5841
Email address: tony.siegmund@nictd.com

It is anticipated that RFP procurement documents will be made available to Short-Listed Proposers in connection with the RFP phase. Except as otherwise specifically provided, NICTD does not make any representation or warranty as to the completeness of the Procurement Documents on the Project Website or the accuracy, utility, completeness or relevance of any document contained thereon.

General Information regarding the competitive RFQ process and the Rail Project can be found at the following NICTD SSL Website: <http://www.mysouthshoreline.com>. (Go to “About”, then “Purchasing”).

1.2 Instructions to Proposers

All Proposers responding to this RFQ are subject to the instructions communicated in this RFQ and are cautioned to completely review the entire RFQ and follow instructions carefully. Failure of a Proposer to follow these instructions may result in disqualification of the Proposer from being Short-Listed as a Short-Listed Proposer. It is the sole responsibility of each Proposer to review the Project Website and the Procurement Documents prior to submitting its SOQ to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFQ. NICTD is not responsible for any solicitations issued through third parties, publications, or other sources not connected with NICTD and the Proposer

should not rely on such sources for information regarding this RFQ. More details on the procurement process are provided in Section 3 below.

Proposers shall not contact, communicate with or discuss any matter relating to this RFQ during the procurement process with any representative of NICTD, other than the NICTD Procurement Contact. *See also* the organizations listed in Section 6.3 with whom Proposers are prohibited from discussing the Rail Project or the Procurement during the procurement process. No oral interpretation or clarification will be made to any Proposer as to the meaning of this RFQ and the Procurement Documents. Any such communication initiated by a Proposer shall be grounds for disqualifying the Proposer from further consideration as a Short-Listed Proposer.

Addenda may be issued at any time prior to the receipt of SOQs. Issued Addenda will be promptly posted to the Project Website prior to the date fixed for the opening of SOQs, except where such Addendum withdraws the RFQ or postpones the date for receipt of SOQs. Failure of any Proposer to receive or review any such Addendum via the online, secure document sharing site shall not relieve any Proposer from any obligations under its SOQ as submitted. All Addenda so issued shall become part of the Procurement Documents. Proposers shall indicate receipt of Addenda in their SOQs. Failure to do so may result in rejection of the SOQ.

The failure or omission of any Proposer to receive or examine any form, instrument or document, or to visit the Project Website and acquaint itself with conditions there existing, shall in no way relieve any Proposer from any obligations with respect to its SOQ. Each SOQ shall include the information required in this RFQ and shall be based upon the requirements of the conditions and criteria set forth therein.

NICTD is the sole distributor of this RFQ and all addenda, changes or supplements to the Procurement Documents. NICTD is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with NICTD and the Proposer should not rely on such sources for information regarding this RFQ. NICTD will document its responses to inquiries and provide any supplemental instructions, additional documents and/or written addenda to the RFQ by posting on the Project Website at <http://www.nictdplanroom.com>. NICTD will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

NICTD reserves the right to reject all SOQs and Proposers, and to waive any technicalities and informalities at the discretion of NICTD. Neither NICTD nor its funding partners shall be responsible for costs incurred by any Proposer in responding to the RFQ phase or RFP phase of this Procurement.

1.3 Glossary of Definitions (Exhibit 1)

Certain abbreviations and Terms used in this RFQ are included in the Glossary of Definitions. *See NICTD Exhibit No. 1 included with this RFQ.*

2 GENERAL INFORMATION AND PROJECT DETAILS

2.1 Project Description and Site Plan

The West Lake Corridor (“WLC”) Rail Project is an approximate 8-mile southern extension of the existing SSL between Hammond and Dyer, IN. The line will be extended to the south to provide

new passenger rail service to three municipalities in Lake County, Indiana, being Hammond, Munster, and Dyer. Trains on the new branch line would connect with the existing SSL and ultimately with the Metra line to the north to Millennium Station in downtown Chicago - a total distance of approximately 30 miles.

The Work for which the Design-Builder will be responsible under the Design-Build Contract is the design and construction of Design-Builder's Scope of Work (*see* Exhibit No. 6, Design-Builder's Scope of Work). Additional detail regarding the Work and the Design-Builder's Scope of Work will be provided in the RFP, but generally it is to include new rail improvements, including rail track, embankments, sidings, passenger stations or platforms, parking areas, overpasses, railroad bridges, ancillary structures, and related safety systems equipment and technology for the Rail Project. It is anticipated that the Work will include constructing all rail, signal, power, platform, and other associated infrastructure improvements for the Rail Project.

The Rail Project stretches between railroad milepost (MP) 69.2 on the existing SSL in Hammond, just east of State Line Road, and heads south to Main Street on the Munster/Dyer border. The Design-Builder's Scope of Work is largely contained within the old Monon Railroad Right of Way between North Hammond and Munster, terminating at Fisher Street. From Fisher Street to Main Street at the Munster/Dyer border, new railroad infrastructure will be constructed on new railroad right-of-way adjacent to the existing CSX track that accesses the Dyer Amtrak Station off of Sheffield Avenue.

A Rail Project Site Map can be found in Exhibit No. 2. *See NICTD Exhibit No. 2 included with this RFQ.*

The NICTD Base Technical Concept Drawings for the Project prepared by the Design Criteria Developer, HDR Engineering, Inc. ("HDR"), as well as general information on the Rail Project can be found on the NICTD SSL Website: <http://www.nictdwestlake.com/resources/>. *See* NICTD Final EIS & ROD Tab at the top of the webpage; Appendix E: Engineering Drawings.

In addition, Rail Projects Maps & Renderings can be located in the Media Kit tab at the top of the NICTD SSL Website.

2.2 Improvement Highlights

These improvements are included in the Design-Builder's Scope of Work, as set forth in Exhibit No. 6 attached hereto.

A. Guideway & Track Elements:

- Approximately 8 miles of ballasted mainline track
- Includes over 4 miles of at-grade exclusive right-of-way
- Over 1 mile of aerial structure, including 2 river bridges and bridges over freight operating railroads (CSX, NS, IHB, and CN)
- CSX bridge over the entrance roadway at the Munster Dyer Station
- Guideway on retained fill
- Special trackwork (switches, turnouts)
- A temporary shoofly track for the CSX during construction
- Railroad/roadway at-grade crossing panels

- Siding track and right-of-way access road(s)
- Track vibration dampening at select areas

B. Stations, Stops, Terminals, Intermodal

- Four (4) new stations, including two (2) in Hammond, one (1) in Munster, and one (1) on the Munster/Dyer border.
- *Hammond Gateway Station* – The northern terminus of the new West Lake Corridor Line. Includes the ability to transfer between the existing (SSL) and West Lake. Includes a 6-car elevated platform for the West Lake Corridor extension and an 8-car at-grade platform for the existing SSL. Station features include warming shelters, a depot building, and passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *South Hammond Station* – At 173rd Street and Lyman Avenue in Hammond, includes a 6-car at-grade platform including warming shelters and a passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *Ridge Road Station* – At Ridge Road and Manor Avenue in Munster, includes a 6-car at-grade platform including warming shelters and a passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *Munster/Dyer Station* – The southern terminus of the new West Lake Corridor extension. On the Munster/Dyer border west of the Sheffield Avenue/Main Street intersection and east of the existing CSX track, includes a 6-car at-grade platform with warming shelters. Station features also include a depot building, grade separated pedestrian tunnel, grade separated driveway entrance with a pedestrian bridge over it, two passenger vehicle parking lots (with ADA spaces and kiss-and-ride), and an on-site pump station.
- Includes demolition of the existing NICTD Hammond Station platforms and gauntlet tracks near Gostlin Street and Hohman Avenue, as well as realigning the existing SSL mainline tracks in order to connect with the proposed West Lake Corridor at SSL milepost 69.2.

C. Support Facilities: Yards, Shops, Admin. Buildings

- Includes a new Yard and Shop in north Hammond, with ballasted yard track for storing NICTD's Electric Multiple Unit ("EMU") fleet, as well as a two-story maintenance and administration building for performing various light and heavy EMU repair activities. The maintenance/administration building includes employee welfare facilities (offices, locker rooms, washrooms, etc.) for NICTD's proposed staff.
- Other site features include a vehicle carwash building for cleaning the exteriors of trains, an outdoor bulk storage area for warehousing various railroad materials and EMU components, paved parking areas for employees and visitors, a loading dock for shipping and receiving functions, site access roads with security fencing around the perimeter of the yard including entrance gates, and on-site stormwater detention.

D. Sitework & Special Conditions

- Clearing and Grubbing/Earthwork
- Utility Relocation (storm, sewer, water, gas, and underground fiber and electric)
- Contaminated soil removal/mitigation and associated groundwater treatments
- Environmental compliance and mitigation related to wetlands, historic/archeologic issues, and parks
- Retaining walls and sound walls
- Pedestrian/bike access and landscaping
- All temporary facilities required during construction

E. Systems

- Train control and signals (including PTC compliance and interoperability with the existing SSL and Metra)
- Traffic signals and crossing protection for ten (10) at-grade roadway crossings. Includes traffic signal preemption and four quadrant gates as required.
- Two (2) proposed traction power substations
- Communications (fiber optic, passenger information systems, etc.)
- Fare collection system and equipment
- Overhead catenary system over all tracks
- Central Control (back-office dispatching system integration)

NOTE: All lengths and quantities are approximate and subject to change and require the Design-Builder verification and determination of actual quantities and measurements. This information is provided to assist Proposers identify potential team members. NICTD does not guarantee the accuracy of these lengths and quantities and the Proposer and subsequent Design-Builder cannot request a change or claim if these quantities are exceeded or not realized.

NOTE: for additional information on the Rail Project and the Improvements, *see* the NICTD SSL Website and the NICTD Base Technical Concept Drawings referenced in Section 2.1 above.

NOTE: Nothing contained in this RFQ, including any description of the Rail Project, is intended to modify, limit, or otherwise constrain the permitting process or commit NICTD or any other entity to undertake any action with respect to the Rail Project, including any procurement for the final design and construction of the Project.

2.3 NICTD Project Goals and Objectives

The Rail Project is intended to be a branch extension of the existing SSL to provide direct commuter rail service to the high-growth areas of central and southern Lake County, Indiana. The Rail Project purpose is to increase transportation options for central and southern Lake County residents traveling to downtown Chicago and surrounding areas, to reduce travel time and travel costs, and to promote economic development opportunities in Lake County.

The NICTD Rail Project Goals (which are not listed in order of importance) also include:

- Provide faster, less expensive, and more reliable access to higher paying jobs in adjacent cities.

- Provide transportation choices for travel within the corridor and beyond.
- Provide a high quality, durable and maintainable rail line. Construct a project delivered on time and on budget.
- Provide interoperability with the existing SSL systems.
- Increase operational efficiencies for existing rail operations.
- Improve safety of rail operations.
- Increase the number of rail cars.
- Encourage business investments in station areas to create growth in local job markets.
- Provide an opportunity for Disadvantaged Business Enterprises (“DBEs”) to develop and grow.
- Relieve existing and anticipated traffic congestion and reduce related vehicular emissions.
- Create walking trails and bike paths and similar lifestyle developments in and around station areas.
- Implement innovative design development and construction methods.
- Develop innovative solutions for the Project, including safety, construction sequencing and maintenance of traffic during construction.

2.4 NICTD Project Team and Role

The NICTD Project Team will consist of the NICTD staff and employees, including procurement and project management teams, as well as HDR and its consultants, who has been preparing the Design Criteria Package. NICTD will administer the Rail Project, with support from HDR who will serve as Project Manager during the construction phase of the Project.

In the context of the Rail Project, NICTD’s role and responsibilities will be set forth in the Design-Build Contract, which will control. It is anticipated that NICTD's activities will include:

- Overall project administration.
- Contract procurement and administration.
- Issuance of the RFQ and RFP.
- Selection of the Design-Builder, and finalization of the Design-Build Contract.
- Acquisition of property rights and right-of-way.
- Operating rail transit service to accommodate NICTD customers.
- Partnering with the Design-Builder on community outreach efforts.
- Partnering with the Design-Builder on diversity and workforce development.
- Continual monitoring, review and audit of the Design-Builder’s Quality Assurance and Quality Control Plan.
- Final acceptance of the Work and payment for Work performed.
- Rehabilitation of the rail cars to be used for the WLC Service.

2.5 Key Project Stakeholders

NICTD has owned and operated the South Shore Line for nearly forty years and is the procuring entity for the Rail Project and as such will enter the Design-Build Contract with Design-Builder.

The Northwest Indiana Regional Development Authority ("RDA") is a governmental entity formed pursuant to Indiana Code, § 36-7.5, to foster development in northwest Indiana. The RDA is the exclusive fiscal officer of the Rail Project and will work closely with NICTD during the procurement of the Rail Project. The RDA also will provide partial funding for the Rail Project.

The Indiana Finance Authority ("IFA") is a body politic and corporate formed pursuant to Indiana Code § 5-1.2-3-1 to oversee State debt issuance and provide effective financing solutions to facilitate State, local and business investment in Indiana and has participated in numerous important economic development activities throughout the State of Indiana ("State"). The IFA will issue bonds in order to provide partial funding for the Rail Project.

The Federal Transit Administration ("FTA") is a federal governmental agency that administers the Capital Investment Grant New Starts Program, which will provide partial funding for the Rail Project in accordance with the Full Funding Grant Agreement ("FFGA") that is to be entered between FTA and NICTD.

2.6 Project Schedule

Based upon current scheduling, it is anticipated that the Design-Build Contract procurement will be from March 2019 through the second quarter of 2020, a total of fourteen months. Final FTA grant funding is anticipated in the second quarter of 2020. The execution of the Design-Build Contract is anticipated to follow immediately upon FTA grant approval and funding. The Notice to Proceed is targeted for issuance concurrently with execution of the Design-Build Contract.

After issuance of the Notice to Proceed by NICTD, anticipated to be in the Spring of 2020, the Design-Builder will have forty-four (44) months to complete all of the design and construction elements, including final commissioning and testing, so that revenue train service can begin in the Spring of 2024. The Design-Builder shall be responsible for the scheduling and performance of the design, the construction, and the commissioning and testing of the Rail Project. The Design-Builder shall develop its schedule so that the Design-Builder's Scope of Work will be completed within the timeframe as defined in the Design-Build Contract. The Design-Builder shall determine and perform in accordance with the actual durations and sequencing of the Work. The target start of revenue service operations is March of 2024. Design-Build Contract Closeout is anticipated by the end of the third quarter of 2024.

The following represents the current anticipated schedule for the Rail Project in tabular format. The schedule is subject to change at the sole discretion of NICTD. Proposers will be notified of any change in the schedule for the RFQ phase by an Addendum to this RFQ.

TABLE 2-6: Project Schedule

| | EVENT | DATE |
|---|--|------------|
| 1 | Design-Build Contract Procurement Commencement: | March 2019 |
| 2 | FTA FFGA Agreement Finalized: | April 2020 |
| 3 | Design-Build Contract Execution/Notice to Proceed: | May 2020 |

TABLE 2-6: Project Schedule

| | EVENT | DATE |
|---|--|----------------|
| 4 | Design-Builder's Scope of Work Substantial Completion: | December 2023 |
| 5 | Start of Revenue Services Operations: | March 2024 |
| 6 | Design-Build Contract Closeout: | September 2024 |

Apart from the design and construction work, including commissioning and testing, to be performed by the Design-Builder, there will be certain real estate property acquisitions, demolition and site clearing activities, hazardous waste materials removal and environmental clean-up activities on parts of the underlying real estate for the Rail Project. This ancillary work will begin prior to the Design-Builder Notice to Proceed and will be phased thereafter so as to stay ahead of and not impede the progress of the follow-on construction activities during the construction phase of the Rail Project. The Design-Builder shall work with NICTD and its contractors and consultants to coordinate these activities.

2.7 Project Budget

In general, the budget for all construction elements of the Rail Project that are to be performed by Design-Builder has been estimated at a 30% design level. The total design and construction cost estimate for the work to be performed by the Design-Builder is currently \$398,000,000 using 2017 as the base year. This cost includes the costs of design, construction, overhead and profit. With inflation escalation costs over the multiple years of the Rail Project, the adjusted total costs of the Work are estimated to be \$460,450,000 ("Project Budget"). The Project Budget has accounted for the deletion of the costs of demolition, clearing work, hazardous materials removal and contaminated soil remediation from the Design-Builder's Scope of Work which shall be performed by contractors under separate contracts with NICTD. NICTD expects Proposers to conduct value engineering and constructability reviews as well as identify Alternative Technical Concepts that will inform their own price proposals.

2.8 Project Funding

The Rail Project will be funded through a combination of local, state (including RDA and IFA) and federal sources. The primary federal funding source is through the FTA New Starts Capital Improvement Grants process. To the extent that payments under the Design-Build Contract come from State or federal funds, Proposers should be aware that such State and federal funds shall be subject to congressional appropriation for federal funds and legislative appropriation by the State of Indiana for State funds. Notwithstanding providing funding for the Rail Project, none of the FTA, RDA, IFA or the State will become a party to the Design-Build Contract, and they shall not be subject to any obligations or liabilities under the Design-Build Contract. IFA and RDA will be intended third-party beneficiaries of the Design-Build Contract

2.9 Environmental Status of Project

A Final Environmental Impact Statement (“FEIS”) has been approved, and the FTA has issued a Record of Decision (“ROD”) that states the proposed action, environmental findings, and mitigation requirements. The approved FEIS and ROD are available to Proposers on the NICTD SSL Website: <http://www.nictdwestlake.com/resources/>.

The RFP will provide additional details regarding the environmental process and issues.

2.10 Permitting

NICTD intends to advance several key preconstruction environmental permits commensurate with the state of the Rail Project development, including a USACE Section 404 permit and an IDEM Section 401 permit.

Impacts to Waters of the US and Waters of the State will be considered to be cumulative across all Sections of the Project.

The Design-Builder will be responsible for obtaining all Rule 5 stormwater permits, as well as any modifications required for the Section 404 permits through the United States Corps of Engineers (“USACE”) and the Section 401 permit through the Indiana Department of Environmental Management (“IDEM”).

The Design-Builder will be responsible for obtaining and maintaining all regulatory, environmental, and other permits and approvals (including any permit modifications) to design and construct the Rail Project, including the foregoing permits. The Design-Builder’s responsibility will include compliance with all National Environmental Policy Act (“NEPA”) commitments for mitigation and monitoring as set forth in the NEPA documents as well as all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Design-Builder will finalize all permit applications based on its proposed design and obtain final permits from all of the permitting agencies, including taking responsibility for any changes in permits or permit conditions arising out of the Design-Builder’s design. NICTD will assist the Design-Builder in coordination with environmental regulatory and permitting agencies. The Design-Builder shall also be responsible for submitting Maintenance of Traffic (“MOT”) plans to the various required entities for review and approval including the affected municipalities and/or INDOT. In addition, regarding building structures, the Design-Builder shall coordinate all of its designs with the Indiana Department of Homeland Security - Division of Fire and Building Safety.

The Design-Builder will not be responsible for any issues arising from the potential listing of the *Danaus plexippus* (Monarch Butterfly) on the Threatened or Endangered Species list.

The RFP will provide further details regarding permits and allocation of responsibility for securing them. See also Exhibit No. 6, Design-Builder’s Scope of Work.

2.11 Right of Way Acquisition

To accommodate construction, operation and maintenance of the Rail Project, NICTD intends to purchase private property. It is anticipated by NICTD that right of way acquisitions will be

completed in phases by NICTD prior to those phases being turned over to the Design-Builder for construction in the field.

It is anticipated that NICTD shall begin negotiations of properties in 2019 and will acquire the requisite properties and rights of way pursuant to the NICTD Real Estate Acquisition Management Plan (“RAMP”).

Additional information regarding property and right of way acquisition will be provided in the RFP.

2.12 Site Conditions

A. Geotechnical

NICTD has already performed certain geotechnical investigation work for the Rail Project and certain historical geotechnical investigation exists for the Project. NICTD will make such historical information and new information, if any, available to Short-Listed Proposers. Short-Listed Proposers may decide to perform additional geotechnical investigation during the RFP process.

NICTD does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ.

Additional information regarding geotechnical investigations will be provided in the RFP. During the RFP phase, to the extent that any Short-Listed Proposer desires additional geotechnical investigation prior to submittal of its RFP Proposal, then such Short-Listed Proposer will need to coordinate with NICTD prior to conducting any investigation of its own. NICTD may decide to perform additional geotechnical investigation based on input received from Short-Listed Proposers during the RFP process.

B. Utilities

NICTD does not anticipate that Proposers will need to conduct any separate utility investigations in order to respond to this RFQ. NICTD presently has certain utility information for the Rail Project and will make such information, along with any commitments, available to Short-Listed Proposers as part of the RFP process. NICTD is also currently undertaking additional utility investigation work which also will be made available to Short-Listed Proposers.

The RFP will provide further details regarding utility relocations/adjustments and the responsibility therefore. See also Exhibit No. 6, Design-Builder’s Scope of Work.

C. Hazardous Materials

Hazardous materials investigation is likely not needed at this time. NICTD is not aware of any hazardous waste within the footprint of the Rail Project. Short-Listed Proposers may decide to perform hazardous waste investigation during the RFP process. The RFP will provide further details for Short-Listed Proposers regarding hazardous materials and the responsibilities and expectations of the Design-Builder.

2.13 Sensitive Security Information (Form R)

By law, transit agencies such as NICTD are required to protect SSI. SSI, as further defined in 49 C.F.R. Parts 15 and 1520, shall mean any information, records, or other documentation that, if disclosed, may compromise the safety or security of NICTD's customers, employees, or assets, and/or any information, records, or other documentation that, if disclosed, may be detrimental to transportation safety and security.

For the Rail Project, the Procurement Documents, including certain drawings and specifications prepared by the Architect or Engineer or a consultant to Architect or Engineer or prepared by NICTD or HDR, as well as drawings that may hereinafter be prepared by the selected Design-Builder, may contain SSI. Information, drawings, specifications or other documentation that have been designated as SSI will contain formal markings as provided by 49 CFR 1520.13.

Protecting SSI means restricting its distribution and controlling access to it. Only persons with a "need to know" may access SSI. Access to SSI is generally limited to NICTD employees and other covered persons who have a need to know that information. No part of SSI may be disclosed to persons without a "need to know", as defined in 49 CFR Parts 15 and 1520. A person's "need to know" may be further restricted by DHS, TSA, DOT, FTA, or other federal, state, or local regulation. Potential Proposers, and bidders for the Rail Project, including contractors and subcontractors, regardless of whether such potential proposer and bidder ultimately proposes or bids on the Rail Project, are considered individuals/entities with a "need to know" this SSI.

Because NICTD must restrict access to and distribution of SSI, NICTD will be posting the Procurement Documents, including those that contain SSI, to its secure online NICTD Project Website. In order to obtain access to the secure NICTD Project Website, potential Proposers will be required to execute a non-disclosure agreement which addresses the appropriate handling, storage, use, reproduction, transmittal and destruction of the SSI ("NDA"). Returning to NICTD of a fully executed NDA is a precondition to being able to access and download documents, including any containing SSI, from the NICTD Project Website. All Proposers and their team members who wish to access the NICTD Project Website or otherwise access documents containing SSI must execute an NDA. The NICTD NDA form is set out in this RFQ. *See NICTD Appendix Form R included with this RFQ.*

Each Proposer is required to take reasonable steps to protect SSI that comes into the Proposer's possession or control. Proposer understands that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, Proposer is not to electronically mail SSI unless the document is password protected. If Proposer becomes aware or has reason to believe that any SSI may have been released to any unauthorized person, Proposer will immediately notify NICTD.

When SSI is no longer needed, all such SSI shall be destroyed completely to preclude recognition or reconstruction of the information. If Proposer has SSI in its possession or control that is no longer needed, Proposer must take appropriate steps to destroy it. All SSI must be destroyed completely to preclude recognition or reconstruction of the information when the covered person no longer needs the SSI. SSI may be disposed of in any manner that prevents unauthorized retrieval. Proposer will certify that destruction of all SSI that has been in its possession or control has occurred at the request of NICTD.

Proposer will disclose SSI to only those employees, agents or representatives, subcontractors or suppliers of Proposer with a “need to know” only as may be necessary to accomplish their portion of the Work and only on the condition that each such party agrees to be bound by the same restrictions on SSI as set forth in the Proposer’s executed NDA and in this RFQ. Proposer shall require each design firm, subcontractor and material supplier or vendor in connection with the Project that may come into possession or control of documents containing SSI to execute and comply with the provisions of Proposer’s executed NDA and the terms and conditions hereof, so as to protect NICTD against the use, abuse, misuse or disclosure to unauthorized persons or parties of any SSI and the violation of any policy or procedure of the NICTD regarding review, use or retention of SSI for this Project.

2.14 Applicable FTA Terms and Conditions

Proposers are advised that the Rail Project will be funded, in part, with federal funds. Accordingly, the Procurement Documents and the Design-Build Contract will be prepared and designed to conform to requirements of applicable federal law and regulations as well as state law, including certain mandatory (non-negotiable) terms and conditions that must be included in the final contract awarded.

As part of the SOQ, the Proposer is expected to be familiar with all applicable FTA and federal requirements for a New Starts Grant Project and shall demonstrate its experience in transit related projects of similar size and complexity as this Project.

2.15 Applicable NICTD Terms and Conditions

Apart from the federal contract clauses that will be included in the Design-Build Contract, the successful Short-Listed Proposer will be required to furnish with the Design-Build Contract the following federal certifications on the forms as designated by NICTD:

- Form C Buy America Certification
- Form D Certificate of Procurement Integrity
- Form E Restrictions on Lobbying Certificate
- Form G Certification Regarding Debarment

The requirements of the RFQ include each Proposer in its SOQ to acknowledge and agree that if selected as a Short-Listed Proposer at the conclusion of the RFP phase, these four (4) certificates will be furnished by Proposer and each of the Major Participants and Design Consultants on the Proposer Design-Build Team at the time of submission of the Proposer’s Proposal. *See NICTD Forms C, D, E and G.*

In addition, there are certain State requirements that will be included in the Design-Build Contract and with which the successful Short-Listed Proposer must comply. These requirements include the following:

- Mandatory payment and performance bonds
- Form P E-Verify compliance, as required by Indiana Code, §22-5-1.7, *et seq.*
- Buy American Steel, as required by Indiana Code, § 5-16-8 *et seq.*
- Form Q No Investment in Iran, as required by Indiana Code, § 5-22-16.5

NICTD will require certifications for E-Verify and No Investment in Iran if the Short-Listed Proposer is selected as the Design-Builder. These two forms are the Form P, E-Verify Certificate, and the Form Q, Certificate Regarding Investment Activities in Iran. *See NICTD Form P and Form Q included with this RFQ.*

The requirements of the RFQ include each Proposer in its SOQ to acknowledge and agree that if selected as a Short-Listed Proposer at the conclusion of the RFQ phase, these two (2) certificates will be furnished by Proposer and each of the Major Participants on the Proposer Design-Build Team at the time of submission of the Proposer's Proposal to the RFP.

2.16 Performance Security, Insurance and Indemnity Requirements

Upon entering into the Design-Build Contract, and prior to commencing performance of the Work under the Design-Build Contract, the Design-Builder shall be required to furnish performance security in the form of Performance and Labor and Material Payment Bonds ("Bonds") for the Work being performed under the Design-Build Contract. Bonds shall be written in an amount not less than 100% of the Contract Price (excluding that part of the Design-Build Contract that includes design services only). See Section 5.4(f) for additional information and requirements.

NICTD anticipates that the Design-Build Contract will require Design-Builder to provide insurance coverage in connection with the Work, including general liability, professional liability, contractor's pollution liability, professional liability and railroad protective insurance for the Design-Builder and each of the Design Consultants, and to indemnify, defend and hold NICTD, RDA, IFA and the State harmless against third party and other claims as specified in the Design-Build Contract. Specific requirements for the Bonds security (including acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFP and the Design-Build Contract. NICTD, IFA, and RDA will not provide a general indemnification to Design-Builder.

NICTD may determine, in its discretion, to utilize an OCIP or a CCIP insurance program.

2.17 DBE Requirements and Participation Goal

As the Rail Project will use federal funds, NICTD is required to apply the Disadvantaged Business Enterprise ("DBE") program requirements. Where opportunities exist, NICTD is required to make opportunities available to minority and women-owned firms, including certified DBE firms. Opportunities may include consultant and construction subcontracts as well as other service providers. Additional Information regarding these requirements will be included in the RFP.

The Rail Project DBE Participation Goal is anticipated to be 9.78%. The Design-Builder shall make good faith efforts to assist NICTD in its efforts to meet or exceed this goal. The requirements of 49 CFR Part 26, implementing documents, if any, issued by the FTA, and NICTD's approved DBE program shall be incorporated into the Design-Build Contract by reference. The Design-Builder will be required to include these requirements in each contract or subcontract financed in whole or in part with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.

The Design-Builder will be required to provide the following DBE certifications included in this RFQ as attachments to the Design-Build Contract:

- Form H DBE Participation Form and Affidavit
- Form I DBE Utilization Plan
- Form J Letter of Intent from DBE to Perform as a Subcontractor, Supplier and/or Consultant
- Form K DBE Unavailability Certificate
- Form L Nondiscrimination Certificate

See NICTD Forms H, I, J, K and L.

As part of the SOQ to be furnished in response to this RFQ, each Proposer will be required to provide assurances that it will comply with the DBE provisions and requirements and exercise good faith efforts to meet the Project DBE Participation Goal if selected as the Design-Builder and that each Proposer will furnish each of these five (5) certificates at the time of submission of the Proposer's RFP. In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals.

2.18 Design and Construction Standards and Alternative Technical Concepts ("ATCs")

Proposers are advised that NICTD anticipates including in the RFP a set of project-specific standards and specifications regarding the Work. NICTD understands that Short-Listed Proposers during the RFP phase will continue their individual and collective efforts to analyze and develop optimal design and construction plans for the Project and that alternative approaches to such elements within the Design-Builder's Scope of Work will evolve. NICTD wishes to encourage that evolution and continued focus by the Short-Listed Proposers on the best solutions for the Project. So long as responsiveness standards are met, the RFP may permit Short-Listed Proposers to propose, for NICTD's consideration, alternative technical concepts ("ATCs"), and/or exceptions and deviations from certain of these standards and requirements.

The alternative technical concept process, including any constraints or parameters on potential submissions, shall be set forth in the RFP. All requests for ATCs shall follow the requirements set forth in the RFP. In responding to the RFP, the Short-Listed Proposers may not, however, change their approach to the Project in a way that renders the SOQ a misrepresentation of Proposer's intentions and capabilities.

Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards.

3 THE PROCUREMENT PROCESS

3.1 Procurement Process Generally.

The selection of the Design-Builder will follow a two-phase procurement process. Following an RFQ phase and an RFP phase, NICTD intends to enter into a Design-Build Contract with the Selected Proposer who provides the Proposal with the best value in accordance with the criteria and procedures that will be set forth in the RFP.

The RFQ phase represents the first phase of the procurement wherein the TRC will evaluate SOQs received in response to the RFQ. It is anticipated that the TRC will select a maximum of four (4)

Proposers to be on the Short-List ("Short-Listed Proposers"), in accordance with the procedures and evaluation criteria described in this RFQ.

Following the development of the Short-List, NICTD intends to issue an RFP to the Short-Listed Proposers. It is anticipated that the RFP process will include disclosure of confidential materials and communications, and the Short-Listed Proposers will be required to execute confidentiality agreements, the form of which will be provided after the short-listing. The TRC will receive and evaluate Proposals in response to the RFP and will select the Selected Proposer in accordance with the procedures and evaluation criteria in the RFP.

NICTD currently contemplates that a best value evaluation process will be utilized to evaluate Proposals. The RFP shall set forth NICTD's rights and remedies if NICTD is unable to finalize the terms and conditions of a Design-Build Contract with the Selected Proposer, the Selected Proposer elects not to execute the Design-Build Contract or any other condition to execution of the Design-Build Contract is not satisfied, which may include, without limitation, that NICTD may select the next highest rated Short-Listed Proposer(s) in succession to finalize the Design-Build Contract for execution. Alternatively, NICTD may, at any time, terminate the Procurement.

Neither NICTD nor any of its funding partners shall be responsible for any costs incurred by any Proposer to respond to this RFQ and subsequent RFP. NICTD further reserves any and all rights set forth in the Design-Build Statute and any other applicable statutes and procedures, including the Rails Project Statute.

In connection with this RFQ and the Design-Build procurement process, Proposer will comply with all applicable federal, state and local laws, rules and ordinances in all aspects in connection with the procurement process of this Project, including but not limited to all laws and regulations that apply to FTA funded projects, as well as the requirements of the Design-Build Statute.

3.2 The TRC Procedures.

NICTD will form the TRC that will review, evaluate and score the SOQs received from Proposers and otherwise exercise and perform the powers and duties set forth in Indiana Code, § 5-30-4-3 of the Design-Build Statute. The TRC will conduct briefing sessions and follow the formal question and answer process set forth in this RFQ. It is expected that at least two interviews will be conducted during the RFP phase of the procurement, and the RFP will contain a formal question and answer process similar to the formal question and answer process set forth in this RFQ. The TRC will perform all additional activities required or authorized by the Design-Build Statute or other applicable law.

Following its evaluation per the criteria set forth in this RFQ, the TRC will create a Short-List of Proposers, which the TRC will report to NICTD. It is anticipated that the Short-List will consist of no more than four (4) of the most highly qualified Proposers receiving the highest scores based on the criteria and evaluation factors described in this RFQ. If there are less than three (3) qualified Proposers, then the TRC thereafter may follow the procedures authorized under Indiana Code, § 5-30-5-6 of the Design-Build Statute or other applicable law for recommendations to NICTD on the Short-Listed Proposers.

3.3 Procurement Schedule

The following represents the current procurement schedule for the RFQ phase of the Procurement. The schedule is subject to change at the sole discretion of NICTD. Proposers will be notified of any change in the schedule for the RFQ phase by an Addendum to this RFQ.

TABLE 3-1: RFQ Procurement Schedule

| | EVENT | DATE |
|---|---|--|
| 1 | NICTD Issues Request for Qualifications (RFQ): | 3/22/19 |
| 2 | Period for Submission of Questions and Requests for Clarifications | Starts 3/29/19 3:00 p.m. CDT |
| 3 | Pre-Submittal Briefing Session: | 4/09/19 1:00 p.m. CDT NICTD Dune Park Offices |
| 4 | Deadline for Submission of Questions and Requests for Clarifications regarding RFQ: | 4/23/19 5:00 p.m. CDT |
| 5 | Deadline for Questions regarding any Addenda: | 5:00 p.m. CDT – three days after issuance of applicable Addenda |
| 6 | Statements of Qualifications (SOQ) Due: | 5/14/19 3:00 p.m. CDT |
| 7 | Interviews with Proposers (Over 3 Day Period) currently are to be scheduled during the following dates, unless circumstances require otherwise: | 5/28/19 to 5/30/19 NICTD Dune Park Offices |
| 8 | Anticipated Announcement of Short- Listed Proposers: | 6/10/19 |

RFP phase: NICTD currently anticipates circulating an RFP to Short-Listed Proposers in June 2019. Proposals in response to the RFP from Short-Listed Proposers are anticipated to be due in mid-December of 2019. A recommendation for the Selected Proposer for execution of the Design-Build Contract is anticipated in February 2020. It is anticipated that the FFQA will be issued, executed and funded in the second quarter of 2020. The Design-Build Contract will be executed thereafter. It is anticipated that the Notice to Proceed will be issued to Design-Builder upon execution of Design-Build Contract, which is anticipated to be in May of 2020.

3.4 Briefing Session

An informational meeting for this RFQ phase of the Procurement will be held. The details of the briefing session, including date, time and location, are set out in the procurement schedule in Section 3.3 and otherwise provided on the NICTD Project Website. The planned location of the conference shall be at:

NICTD Offices
33 East U.S. Highway 12
Chesterton, IN 46304

Attendance by potential Proposers at the briefing session is recommended but not mandatory. Irrespective of statements made at the briefing session, Proposers can only rely upon the information contained in the RFQ and any Addendum issued following the briefing session.

3.5 Proposer Questions or Clarification Requests

NICTD will consider questions and requests for clarifications regarding the RFQ that are submitted in writing by Proposers.

All questions and clarification requests must be directed to the NICTD Procurement Manager, Tony Siegmund (“NICTD Procurement Contact”), whose contact information follows:

Northern Indiana Commuter Transportation District
Attention: Anthony Siegmund, Purchasing Manager
601 North Roeske Avenue
Michigan City, IN 46360-2669
Phone: (219) 874-4221 Ext. 267 / Fax: (219) 872-5841
Email: tony.siegmund@nictd.com

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Proposer’s identity in the body of the question and (iv) conspicuously identify whether Proposer views its question or comment as confidential or proprietary in nature.

NICTD will provide responses to Proposer questions and clarification requests within a reasonable time following receipt, subject to the timeframes set forth in Section 3.3. NICTD’s responses will be posted to the Project Website for all Proposers, except that NICTD intends to respond individually to those questions or clarification requests identified by a Proposer and deemed by NICTD as containing confidential information relating to Proposer’s SOQ.

NICTD reserves the right to disagree with Proposer’s assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, NICTD will inform the Proposer and may allow the Proposer to withdraw the question or clarification request, rephrase it, or have the question or clarification request answered non-confidentially or, if NICTD determines that it is appropriate to provide a general response,

NICTD will modify the question or clarification request to remove information that NICTD determines is confidential. NICTD may rephrase questions or clarification requests as it deems appropriate, may consolidate similar questions and clarification requests, may post multiple sets of questions or clarification requests and answers, and may elect not to respond to certain RFQ questions and clarification requests. NICTD's written responses will not indicate which Proposer raised particular questions or clarification requests.

No telephone or oral questions or clarification requests will be considered. No questions or requests for additional information or clarification to any person other than the NICTD Procurement Contact will be considered. Questions or clarification requests from a Proposer shall be submitted only by a single representative of that Proposer and must include the representative's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

Proposers should monitor the Project Website for information concerning this Procurement and will be required to acknowledge in their Letter of Intent and Qualifications (Form A) and verification of qualifications that they had access to all relevant materials posted thereon, including NICTD's responses to questions and to requests for clarifications, and received all Addenda issued by NICTD through an Acknowledgement of Addenda (Form F). *See NICTD Appendix Form A and Form F included with this RFQ.*

3.6 RFQ Addenda

NICTD reserves the right to unilaterally revise this RFQ by issuing Addenda at any time before the SOQ Due Date including but not limited to for reasons related, or unrelated, to NICTD's responses to Proposer questions and requests for clarifications. NICTD may issue Addenda to modify conditions or requirements of this RFQ. All such Addenda will be posted on the Project Website.

Proposers are advised to visit the Project Website frequently to check for Addenda. If an Addendum is posted on the Project Website less than seven (7) calendar days prior to the SOQ Due Date, NICTD may consider extending the SOQ Due Date to provide for additional time between the Addendum and the SOQ Due Date.

3.7 NICTD Requests for Clarifications

NICTD reserves the right to request clarification or additional information from any Proposer. Specific questions may be addressed to any Proposer and the TRC may consider further elaboration by the Proposer of any information previously submitted. At various times during the TRC evaluation, NICTD or the TRC also may request a Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of NICTD. NICTD may contact firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of NICTD.

3.8 Interviews

The TRC reserves the right to conduct interviews with all or some of the Proposers at any point during the Procurement. However, the TRC may determine that interviews are not necessary. In the event interviews are conducted, information provided by Proposers during the interview process shall be taken into consideration when evaluating Proposers.

Proposers shall be notified in writing regarding the place and time for any interview session, as well as additional details regarding the interview process. Prior to any interview, Proposers shall not submit any questions to anyone other than the NICTD Procurement Contact designated in Section 3.5 of this RFQ.

3.9 NICTD Project Information Disclaimer

NICTD does not make (and shall not be deemed to have made) any representation, warranty or guarantee as to the accuracy, completeness, utility or relevance of any of the information contained in the RFQ, the information made available on the NICTD Project Website, the NICTD SSL Website, any third party websites, or any other information otherwise made available by NICTD or any other public body or organization to Proposers in connection with this Project (“Project Information”).

NICTD does not have (and shall not be deemed to have) any obligation to update any Project Information, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein. NICTD shall not be responsible or liable (and shall not be deemed to be responsible or liable) for any lack of accuracy, completeness, utility or relevance of, or any interpretations of or conclusions drawn from, any Project Information.

Proposers shall assume full responsibility for their use of any Project Information and not be entitled to rely, and shall be deemed not to have relied, on any Project Information.

Notwithstanding the foregoing, the RFQ is and will remain the property of NICTD, and Project Information is provided or referenced solely in connection with this Procurement and the preparation of SOQs.

3.10 Disqualification for Non-Compliance with Rules

Any violation by any Proposer or other Restricted Party of, or failure to comply with, Section 6.1 or Section 6.3 of this RFQ may, in NICTD’s discretion, result in the relevant (a) Proposer, (b) Restricted Party and/or (c) Proposer with which such Restricted Party is affiliated, being disqualified from further participation in the Procurement or the Project.

3.11 Changes in Proposer Organization and Team

Any changes to a Proposer entity or Major Participant after the SOQ has been submitted may result in removal of the Proposer or its Design-Build Team from consideration for the Project. Any additions, deletions, or substitutions in a Proposer’s Design-Build Team that are Major Participants after it has submitted its SOQ must be clearly identified. Such a change cannot result in actual or potential organizational conflicts of interest or render the Proposer, in NICTD’s sole determination, less qualified to develop the Project.

If the Proposer consists of a Joint Venture (“JV”), as part of the Proposer’s SOQ, a copy of the JV Agreement must be submitted for NICTD’s review and approval. The JV Agreement thereafter cannot be materially altered or modified during the Procurement process and award of the Design-Build Contract and the Proposer’s obligations and duties thereunder without NICTD’s consent. See also Section 9.3 (A) of this RFQ.

Subject to the limitations herein, during the RFP phase of the Procurement, NICTD may permit Short-Listed Proposers to add, delete or substitute their Design-Team Members, except those that are a Major Participant, and reorganize their teams unless such change results in actual or potential organizational conflicts of interest or renders the Proposer, in NICTD's sole determination, less qualified to develop the Project.

Notwithstanding the foregoing, following submittal of the SOQs (and subject to the terms of the RFP as it shall apply to Short-Listed Proposers), the following actions may not be undertaken by any Proposer without NICTD's prior written consent (which consent may be granted or withheld in NICTD's sole discretion):

- a. Deletion, substitution or change in composition of a Major Participant identified in Proposer's SOQ or a change in the role or scope of work of a Major Participant;
- b. Deletion or substitution of Major Participant, or any other entity involved in or part of a Proposer Design-Build Team that will bear financial responsibility or liability for the performance of the successful Short-Listed Proposer; and
- c. Other changes, direct or indirect in the ownership of a Proposer.

Any such requests by Proposers for changes in any Major Participant of a Design-Build Team will be particularly scrutinized. The Proposer should carefully consider the make-up of its Design-Build Team prior to submittal of the SOQ to reduce the likelihood of occurrence of any such changes during the RFQ and RFP phases and throughout the term of the Design-Build Contract.

3.12 Stipends

No stipend shall be made in connection with the RFQ phase of the Procurement. NICTD assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by Proposers considering a response to or responding to this RFQ. All of such costs shall be borne solely by each Proposer.

NICTD anticipates providing for stipends as part of the RFP phase. NICTD reserves the right to set stipends prior to the issuance of the RFP phase and/or to modify or withdraw this provision prior to the issuance of the RFP. It is the intent of NICTD that a Stipend in the amount of \$400,000 will be made at the conclusion of the RFP phase to each unsuccessful Short-Listed Proposer that submits a responsive and timely Proposal, in exchange for ownership of the Proposer's work product and ideas within the Proposal. Payment of such Stipend shall be provided in return for the transfer and assignment to NICTD of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-Listed Proposer's Proposal, and NICTD reserves the right to use such property, ideas, techniques and approaches in connection with a Design-Build Contract awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Proposer.

The Stipend shall be paid to eligible Short-Listed Proposers within 90 calendar days after the execution of the Design-Build Contract or the decision not to award. Short-Listed Proposers eligible for a Stipend will have the option to forego the Stipend and retain such intellectual property rights. Additional details about the Stipend, and specific provisions regarding payment thereof, will be included in the RFP.

3.13 Debriefing Meetings

Proposers that have not been Short-Listed after the RFQ phase shall have the opportunity to request a debriefing meeting with NICTD after the RFP phase of the procurement process is completed but not before the end of the protest period identified in Section 7 of the RFQ. No debriefings shall occur during the pendency of any Proposer protest.

The purpose of the debriefing is to provide feedback on the SOQs, as well as obtaining feedback on the procurement process. Debriefings are not for the purpose of seeking or requesting reconsideration of the SOQ and no reconsideration shall be granted. These meetings shall be private, informal one-on-one meetings, and can be conducted either in person or via conference call. No notes will be taken or minutes maintained from the debriefing.

Debriefings shall:

- a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefings will not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

To request a debriefing, the Proposer shall submit a written request via letter or email directed to the NICTD Procurement Contact as designated in Section 3.5 above.

4 STATEMENT OF QUALIFICATIONS ("SOQ")

Proposers are required to assemble their SOQ in accordance with the requirements of this Section 4. An outline of the SOQ requirements is included in this RFQ and in the SOQ Submittal Outline Exhibit included herein. *See NICTD Exhibit No. 3 included with this RFQ.*

4.1 General Requirements for the SOQ Submission

NICTD expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the TRC to evaluate Proposers based on the criteria set forth herein.

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations. Each SOQ shall be prepared simply and efficiently, providing straightforward, concise delineation of Proposer's capabilities. Emphasis must be on completeness, relevance, and clarity of content.

Any material modification to the RFQ forms may result in the SOQ being declared non-responsive.

4.2 Format of SOQ Submission

SOQ must be prepared on single-sided, 8-1/2" x 11" sized white paper, except as noted below. 11" x 17" pages are allowed for organizational charts, but not for narrative text. Printed lines may be single-spaced. The font size shall be no smaller than twelve-point font, provided the font in organizational charts may be ten-point font, so long as the organizational charts are legible. Each SOQ shall be identified by Proposer name and address and be accompanied with a transmittal letter. The pages of the SOQ must be numbered.

A table of contents, with corresponding tabs, must be included to identify each section. SOQs are limited to fifty (50) pages (single-sided) or less (excluding resumes each of which are to not exceed two (2) pages in length), with the main Executive Summary limited to twenty (20) pages, using a minimum of a 12-point font. If the SOQ has more than 50 pages, any pages after page 50 may be removed from the SOQ and will not be reviewed. Any exhibits, affidavits, or other enclosure information called for may be included in an appendix and will not count toward the page limit.

The SOQ submission shall be prepared and submitted to NICTD as follows:

- a. One (1) original set of the SOQ (which shall be labeled as "Original");
- b. Twelve (12) copies of printed sets of the SOQ (which shall be labeled as "Copy"); and
- c. One (1) PDF electronic copy of the SOQ on a flash drive.

The SOQ Original, Copy sets and flash drive or thumb drive shall be (a) physically delivered to the attention of the NICTD Procurement Contact, at the following address:

Northern Indiana Commuter Transportation District
Attention: Anthony Siegmund, Purchasing Manager
601 North Roeske Avenue
Michigan City, IN 46360-2669

In addition thereto, an electronic version of the SOQ shall be (b) emailed to the NICTD Procurement Contact at the following e-mail address: tony.siegmund@nictd.com. See also Section 4.4 below.

After receipt by NICTD of the SOQ submittal NICTD shall provide an electronic acknowledgement receipt of the SOQ to the Proposer.

Each Proposer shall submit the PDF copy of the SOQ in searchable and printable portable documents format (.pdf). The PDF submission must be organized to correspond to the "tab" requirements set forth in this Section. Proposer may elect to "index" the PDF submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements set forth below.

Requirements for signing the SOQ:

- a. Any SOQ not signed by the individual making same, shall have attached to it a Power of Attorney evidencing authority to sign the SOQ in the name of the person for whom it is signed.

- b. An SOQ submitted by a partnership shall be signed by one of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be a Power of Attorney attached to the SOQ evidencing authority to sign the SOQ, executed by the partners. The Power of Attorney shall not be counted against the fifty (50) page limit for the SOQ.
- c. SOQs which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officers of the corporation and shall have the corporate seal affixed. Signatures affixed by secretary or assistant secretary shall be identified by signer manually "by Secretary (Assistant Secretary)".

4.3 Required Contents and Organization

Proposers must organize their SOQs in the order set forth in Section 9, Statement of Qualifications Contents, and its subparts. If a Proposer elects to include material in addition to the information specifically requested in Section 9 and its subparts, such Proposer shall append that material to the end of the most appropriate defined section of the SOQ Submittal Outline. Each binder may be subdivided as needed, so long as Proposers "tab" the contents of their SOQ to correspond to the section. Tabs do not count against the total page limit.

4.4 SOQ Submittal Requirements

All documents constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Statement of Qualifications
Response to NICTD Request for Qualifications
West Lake Corridor Project

For the email version of the SOQ submitted to NICTD, as required under Section 4.2 above, the SOQ shall be emailed to the NICTD Procurement Contact at tony.siegmund@nictd.com. The subject of the email should state: NICTD RFQ Procurement SOQ Submittal - <Proposer name>. NICTD will not accept facsimile or emailed submissions of SOQs that are sent via a personal email account. Acknowledgment of receipt of the emailed SOQ will be evidenced by the issuance of an email receipt by the NICTD Procurement Contact or his/her designee.

Hard-copies of SOQs must be submitted by 3:00 p.m. Central Daylight Time ("CDT") on the SOQ Due Date specified in Section 3.3 above. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by NICTD during normal business hours up to the SOQ Due Date and time specified. No SOQ will be accepted after the date and time set for receipt.

Proposers are solely responsible for assuring that NICTD receives their SOQs by the specified delivery date and time at the NICTD Office at the address listed above. NICTD shall not be responsible for any delays in delivery or technical difficulties beyond the control of NICTD, including those caused by weather, difficulties experienced by internet services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

All SOQs become the property of NICTD upon receipt. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use may not protect the information from public view under applicable law. To the extent permitted by law,

Proposals and information regarding Proposals, will remain confidential until execution of the Design-Build Contract or cancellation of the Procurement.

4.5 General Rules Governing Preparation of SOQ Submission

If any Proposer is expected to be a Joint Venture (“JV”), or a newly formed or special purpose entity, then it must be structured on a joint and several liability basis. Therefore, any information that is required to be submitted as part of the SOQ by the Proposer must be submitted by each member or partner of the Joint Venture or other entity unless otherwise expressly provided. These requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership.

Proposers shall have an obligation to promptly disclose any subsequent events or circumstances that occur prior to NICTD’s Notification of Short-Listed Proposers to the extent that such events would otherwise result in the SOQ containing an untrue statement of a material fact or an omission of a material fact necessary to make the SOQ’s contents true and otherwise not misleading.

Proposers may include in the SOQs information or materials in addition to the information and materials specifically requested in this RFQ provided the content requirements and size limitations governing the SOQ submission are not exceeded or omitted. NICTD expects that SOQs will be developed to address the Project specific SOQ submission requirements. As such, standard corporate brochures, awards, licenses and marketing materials should not be included in a SOQ, although reference can be made to awards and licenses where reasonably relevant or expressly requested.

NICTD will accept photocopies of hand-signed originals in lieu of original signatures. Accordingly, documents may be signed, scanned and then printed or photocopied for inclusion in the SOQ copies, including the copy marked “Original.” Electronic (digital) signatures will not be accepted.

Proposers are advised that inclusion of cost, work hours, and/or plan-sheet estimates in the SOQ is not allowed.

5 EVALUATION PROCESS AND CRITERIA

The SOQ evaluation by the TRC will consist of three phases: (1) responsiveness; (2) pass/fail evaluation; and (3) qualitative evaluation. Evaluation criteria associated with each phase of the evaluation is further detailed below. The TRC will evaluate the SOQs received in response to this RFQ and will determine, according to the criteria outlined herein, the Short-Listed Proposers eligible to respond to the RFP.

Evaluations of SOQs are subject to the sole discretion of the TRC, with assistance from such professional and other advisors as NICTD and/or the TRC may designate.

All SOQs will be evaluated in accordance with the criteria established in this RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.

During the procurement process, NICTD and the TRC members and their advisors shall not share with or convey to any person or other Proposer or Design-Build Team the information provided in

the SOQ unless disclosure is required by law. However, upon execution of the Design-Build Contract, or termination of the procurement, all information provided to NICTD by the Proposers that was used in the evaluation of the SOQs will be considered a public record and thus subject to the Indiana's Access to Public Records Act ("Public Records Act"). Once submitted, timely SOQs that are reviewed as part of the evaluation process described herein shall become the property of NICTD, may not be returned to Proposer, and are subject to the Public Records Act as more fully set out in Section 6.2 below.

5.1 Evaluation Objective

The objective of the RFQ phase of the procurement is to create a Short-List of no more than four (4) of the most highly Short-Listed Proposers with the specific capability (technical, financial and management), capacity and experience necessary to successfully undertake and complete the Work acting as the Design-Builder.

The Design-Builder will have primary responsibility to plan, design, and build the Work for the Rail Project, and to complete the Work on or ahead of schedule and at or under budget. NICTD expects high responsibility standards of the Design-Builder, and this is reflected in the technical evaluation factors of this RFQ and will be reflected in the RFP and the Design-Build Contract.

5.2 Review and Evaluation of the SOQ

Without limiting NICTD's rights under Section 8 of this RFQ, evaluation of the SOQs will be based on information submitted in the SOQs; references checked by NICTD and the TRC, federal lists of debarment and suspension; any publicly available financial, Securities and Exchange Commission reports and filings, company or court records available to NICTD; and will involve responsiveness, pass/fail and substantive evaluations.

The purpose of the RFQ is to allow the TRC to determine the short-list of Proposers ("Short-List") that will be invited to submit Qualitative and Price Proposals in response to the RFP. The Short-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 be responsive to the RFQ requirements, must pass each of the pass/fail requirements, and must include a response to each substantive evaluation factor. Refer to Section 9 and its subparts as well as Sections 5.4 and 5.5 for SOQ submittal requirements and qualitative factor objectives and requirements.

NICTD expects SOQs submitted in response to this RFQ to provide sufficient and specific information about the requested items so as to allow the TRC to evaluate and rate the Proposers based upon the criteria set forth herein. SOQs will be analyzed for conformance with the instructions and requirements of the RFQ. SOQs that do not comply with these instructions and requirements may be rejected as non-responsive pursuant to Section 5.3.

NICTD shall retain full title to and ownership of all RFQ Comments, SOQs and other Proposer submittals made pursuant to this RFQ; provided, however, the Proposers may use and reproduce any elements of a SOQ that are standard and not unique to the subject of the SOQ.

5.3 Responsiveness

Each SOQ will be reviewed initially for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, and (b) conformance to the RFQ instructions regarding organization, format, and content.

To be responsive the SOQ must conform in all material respects to the requirements stated in the RFQ - with the RFQ documents, instructions, terms and other conditions for the submission. If the Proposer omits any material part of the information required to be submitted with its SOQ, the SOQ cannot be considered to be responsive. An SOQ which contains a material variance is nonresponsive. In order for a variance or omission to be considered material, it must provide a competitive advantage to the Proposer. An omission or discrepancy in the SOQ will not be material, and will not render the SOQ nonresponsive, unless the omission or variance affords a competitive advantage over other Proposers and destroys the competitive character of the Procurement process.

Minor variances in the SOQ will not render the SOQ invalid. Nonconformities, irregularities and apparent clerical mistakes which are not material and/or are unrelated to the substantive content of the SOQ may be waived at the discretion of NICTD and/or the TRC.

Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposers will be so notified. NICTD may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation, at NICTD's sole discretion.

NICTD and the TRC reserve the right to request that a Proposer provide any missing or additional information and make clarifications and/or corrections to its SOQ regarding non-material term at NICTD's and the TRC's sole discretion.

5.4 Pass/Fail Evaluation – Minimum Requirements and Qualifications

Following or in conjunction with evaluation of each SOQ for responsiveness, the TRC will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively as described in Section 5.5. If a Proposer does not or cannot satisfy a pass/fail requirement it will not be considered further or scored on the requirements receiving possible points. NICTD reserves the right, in its sole discretion, to determine whether a pass/fail requirement has been satisfied.

The specific pass/fail criteria are as follows:

- a. The SOQ contains an original executed Letter of Intent and Qualifications, Form A;
- b. The SOQ contains an original executed Verified Statement, Form A-1;
- c. The SOQ contains an executed original of Form F, Acknowledgement of RFQ Addenda;
- d. The SOQ contains an executed original of Form O, Non-Collusion Affidavit;
- e. The SOQ contains an executed Form R, Non-Disclosure Agreement;

- f. If the Proposer is a Joint Venture (JV), the SOQ contains an executed JV Agreement, and the JV Agreement has not been materially altered or modified during the Procurement process;
- g. Proposer has the financial strength, as evidenced by the financial submittal requirements in 9.1(C), has a Tangible Net Worth greater than \$125,000,000 , and that it is capable of obtaining a payment bond and a performance bond, each in the amount of \$400,000,000 from a qualified and Eligible Surety, as evidenced by the Surety Letter provided by the Proposer containing the information required in Section 9.5(H);
- h. Neither Proposer nor any other member of Design-Build Team that has submitted Form A-1 as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government;
- i. Design-Build Team has the development, design and construction capabilities and capacity to carry out the Work potentially allocated to it in the Design-Build Contract as evidenced by completed projects of similar size, scope, or complexity;
- j. The Design-Build Team credentials demonstrate compliance with all required qualifications; and
- k. The information disclosed in Form A-1 does not, in NICTD's determination, materially adversely affect Proposer's ability to carry out the Work potentially allocated to it in the Design-Build Contract.

5.5 Qualitative Evaluation

Project information and personnel references, as well as the information provided in response to the SOQs submission as required in Section 9 hereof will be considered in the evaluation of the Proposer's structure and experience category.

Each responsive SOQ passing all of the "pass/fail" requirements set forth above will be evaluated and scored according to the qualitative evaluation criteria set forth below. Additionally, in conducting its qualitative evaluation, the TRC may consider the information disclosed in Form A and A-1.

The structure of the Lead Entity, the Proposer Design-Build Team, and any Guarantor, and the background and experience of the Proposer, Lead Entity, Major Participants, Design Consultants and Key Personnel of each with designing and constructing comparable projects will be evaluated in accordance with the following criteria:

1. **Design-Builder's Experience.** The extent and depth of the experience of the Proposer Design-Build Team, including the Lead Entity, Major Participants and Design Consultants, in the following categories:

- a) **Comparable Projects.** Appropriate experience of the Proposer, Lead Entity, Major Participants and Design Consultants, with projects of comparable scope and complexity, specifically including, but not limited to, FTA New Starts Grant Projects and transit related projects, design-build project delivery methods, and responsibilities as are anticipated to be within Design-Builder's Scope of Work.

The evaluation will consider demonstrated experience relevant to the size, complexity and composition of the Rail Project and the experience of the Lead Entity, Major Participants and Design Consultants. Relevant experience of the Lead Entity, Major Participants and Design Consultants will be considered with emphasis on design-build, quality and safety compliance, rail structures, systems integration reconstruction, maintaining operations on an active rail system, innovative designs, complex structures, methods and materials, and construction in dense urban areas which may have associated complex permitting commitments;

- b) **DBE History.** Prior experience of the Proposer, Lead Entity, Major Participants and Design Consultant contracting with or hiring disadvantaged business enterprises, and how they each performed against the DBE goals set on the projects, describing particular projects considered relevant to such experience at both the state and federal level;
- c) **Project Specific Insurance Programs.** Prior experience of the Proposer, Lead Entity, Major Participants and Design Consultants in participating in project specific insurance programs, including OCIPs and CCIPs, describing particular projects considered relevant to such qualifications and experience;
- d) **Avoiding Project Work Disruptions.** Prior experience of the Proposer, Lead Entity, Major Participants and Design Consultants in avoiding disruptions to the work, including experience with working with subcontractors in avoiding work disruptions in site conditions, environmental conditions, labor relations, design development, permitting and utility coordination; and
- e) **Financing and Governmental Authorities.** Prior experience of the Proposer, Lead Entity, Major Participants, Design Consultants and any Guarantor in working on federally funded projects and working with federal guidelines and reporting.

2. **Design-Builder's Financial, Insurance and Bonding Capacity.** The demonstrated financial strength and bonding capacity, of the Proposer, any Equity Member(s) of the Proposer, the Lead Contractor(s), and any Guarantor(s) to meet the anticipated costs and performance requirements for the Rail Project as evidenced by the submittal requirements set forth in Section 9.1. Financial strength will be evaluated to determine if the Tangible Net Worth of the Proposer, its Guarantor(s) (if applicable), or if the Proposer is a joint venture or partnership the combined value of its Equity Members, is greater than \$125,000,000.

3. **Design-Builder's Managerial Resources and Management Plan.**

- a) The stability, strength and likelihood of success of the Proposer Design-Build Team's proposed management structure and team composition;
- b) The extent and depth of experience of the Proposer Design-Build Team's management team with comparable projects and project delivery methods like the Rail Project;
- c) The extent and depth of experience of the Proposer Design-Build Team, including the Lead Entity, and the Major Participants in working together on large scale projects;

- d) The Proposer and Design-Build Team's ability to provide sufficient materials, equipment and qualified personnel to undertake the Design-Builder's anticipated obligations for the Rail Project;
 - e) The Proposer Design-Build Team's understanding of the Project-specific most significant risks to the parties with respect to the design and construction of the Project, and potential solutions (regardless of risk ownership) that may arise during the development, design and construction phases of the Rail Project; how those risks can be addressed, mitigated or allocated in order to provide best value to NICTD and the State of Indiana;
 - f) The general approach to quality control/quality assurance ("QA/QT") for the Rail Project;
 - g) The general approach to traffic and construction management, health and safety, environmental considerations, utility relocation and adjustment services, environmental protection and public relations;
 - h) The general approach to this project including, but not limited to, the site-specific interface with adjacent structures and traffic flow maximization;
 - i) The general approach to reflect the Rail Project design and appropriateness within its surroundings;
 - j) The general approach to the use of locally produced materials, products and services;
 - k) The general approach and plan to maximize the economic impact on Lake County and the surrounding communities connected to the SSL;
 - l) Current capacity of the Proposer Design-Build Team, including the Lead Entity, and each of the Major Participants to manage the Project, explaining the capacity of the Lead Entity, and each of the individual Major Participants to manage and deliver the Rail Project; and
 - m) The efficiency and effectiveness of the Proposer Design-Build Team in integrating the Project Owner (NICTD), stakeholders and regulatory agencies (including FTA, RDA and IFA) into the Rail Project development.
4. **Design-Builder's Key Personnel Experience.**
- a) Demonstrated extent and depth of experience of the Key Personnel (as identified on Exhibit No. 5 and listed on Form B-8); and
 - b) Demonstrated compliance with licensure and registration requirements for each of the Key Personnel identified on Exhibit No. 5 and listed on Form B-8.
5. **Design-Builder's Safety Record.**

- a) The safety record and organizational safety programs of the Proposer Design-Build Team, including the Lead Entity, and each of the Major Participants,
 - b) The demonstrated compliance with OSHA, IOSHA and the Design-Build Statute safety requirements and considerations of the Proposer Design-Build Team, including the Lead Entity, and each of the Major Participants; and
 - c) The experience modifier rate, the OSHA total recordable case incident rate (“TCIR”) and days away, restricted or transferred case incident rate (“DART”), and the average OSHA TCIR and DART rates for the industrial classification for the Proposer Design-Build Team, including the Lead Entity, and each of the Major Participants.
6. **Design-Builder’s Past Performance and Capacity to Perform.**
- a) Demonstrated ability to complete the project to owner’s satisfaction within budget and on schedule;
 - b) Demonstrated experience in the successful management of design and construction on Design-Build projects in dense urban areas with sensitivity to the relevant community context;
 - c) Demonstrated ability to manage all aspects of the Design-Build Contract, successfully integrate the various parts of its organization, and coordinate with NICTD in a cooperative and functional manner;
 - d) Demonstrated experience relevant to the size, complexity and composition of the anticipated Project of proposed Key Personnel;
 - e) Demonstrated experience in change order management, claims management, litigation and disputes history on projects;
 - f) Demonstrated experience in federal (including FTA), State and local agency funding compliance and reporting management; and
 - g) Demonstrated ability to perform the contract work and dollar volume of the Rail Project notwithstanding ongoing workloads and contract volume from other projects running currently with the Rail Project.
7. **Design-Builder’s Ability to Complete the Work in a Timely and Satisfactory Manner.**
- a) Proposer Design-Build Team members’ specific project planning for the Rail Project, identification of the issues, risks, benefits and responsibilities associated with the Rail Project and an explanation of how the Proposer Design-Build Team, including the Lead Entity, and Major Participants, as well as any Guarantor, will ensure success of the Work and the Rail Project, including the anticipated strategy for ensuring the adequacy of the workforce and subcontracting necessary to complete the work contemplated for the Design-Build Contract;

- b) Experience with schedule management of a large design-build infrastructure project constrained by factors such as right-of-way acquisition, third party coordination, utility relocation, environmental requirements, and seasonal construction windows;
 - c) Experience with coordinating with local regulatory and permitting agencies to secure right-of-entry, permits and environmental compliance;
 - d) Experience with coordinating with private stakeholders, railroads, residential and commercial interests and property owners;
 - e) Experience implementing a rigorous quality management program;
 - f) Experience in implementing and maintaining a quality assurance and quality control process; and
 - g) Experience in, and approach to, delivering a high standard of care and best value to the project while minimizing the time and cost impacts on existing operations.
- 8. Proposer's Participation History in DBE Utilization and Meeting Participation Goals.**
- a) Proposer Design-Build Team's prior history on projects in implementing DBE Plans so as to meet the projects' DBE goals, and achieving DBE goals participation; and
 - b) Proposer Design-Build Team's plan for implementing an appropriate DBE plan for the Rail Project so as to meet the Rail Project DBE Participation Goal.

9. Proposer's References.

- a) Information received from client references for Proposer, Lead Contractor, and Lead Designer; and
- b) Information received from client references for the following Key Personnel identified in Exhibit No 5 and Form B-8: Project Executive, Project Manager, Deputy Project Manager, Design Manager, and Construction Manager.

5.6 Criteria Rating System

The TRC will apply the following values to the Indiana Design-Build Statute's mandatory categories for rating and NICTD's additional categories for rating in order to determine the qualifications of the Proposers and the highest-ranking Proposers:

TABLE 5-1: Criteria Weights

| No. | Criteria | Weight |
|------------------------|---|--------------------|
| 1. | Experience with Similar Projects and with Design-Build Projects (based upon the qualitative criteria set forth in Section 5.5(1)) | 300 points |
| 2. | Financial and Bonding Capacity (based upon the qualitative criteria set forth in Section 5.5(2)) | 200 points |
| 3. | Managerial Resources and Management Plan for the Project (based upon the qualitative criteria set forth in Section 5.5(3)) | 300 points |
| 4. | Key Personnel Experience with Similar Projects and with Design-Build Projects (based upon the qualitative criteria set forth in Section 5.5(4)) | 300 points |
| 5. | Safety Record (based upon the qualitative criteria set forth in Section 5.5(5)) | 75 points |
| 6. | Past Performance and Capacity to Perform (based upon the qualitative criteria set forth in Section 5.5(6)) | 200 points |
| 7. | Ability to Complete The Work in a Timely and Satisfactory Manner (based upon the qualitative criteria set forth in Section 5.5(7)) | 100 points |
| 8. | Participation History in DBE Utilization and Meeting Participation Goals (based upon the qualitative criteria set forth in Section 5.5(8)) | 75 points |
| 9. | References (based upon the qualitative criteria set forth in Section 5.5(9)) | 50 points |
| Weighted Total: | | 1600 points |

5.7 Determination of Short-List

The TRC will evaluate, rate and score the SOQs per the evaluation criteria set forth in the RFQ. The highest scoring SOQs shall be selected as finalized for the Short-List of Proposers. In conducting these steps and carrying out these duties, the TRC may interview Proposers submitting SOQs and conduct other business necessary to fulfill the purposes outlined in the Design-Build

Statute and other applicable provisions of law, including the provisions of the Rail Projects Statute. It is anticipated that no more than four (4) of the highest rated scores for the SOQs will be Short-Listed to respond to the anticipated forthcoming RFP.

The finalists on the Short-List will be determined by the TRC and then submitted to NICTD for review and approval. The Short-Listed Proposers shall be identified by NICTD for continuing with the procurement process.

5.8 Notification Regarding Short-List

Each Proposer will be notified by NICTD in writing via e-mail and a hard copy letter whether or not it has been selected for the Short-List. The Short-List will also be posted on the Project Website. It is anticipated that the RFP shall be issued thereafter to all Short-Listed Proposers.

5.9 RFP Evaluation and Procedure

Short-Listed Proposers are advised that the RFP evaluation criteria and weighting for the evaluation of the Proposals will differ from the criteria set forth herein to evaluate SOQs. In addition, the evaluation of the SOQs shall not carry over or be used in any way in the RFP evaluation of the Proposals.

6 COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICT OF INTEREST

6.1 Rules of Contact During Procurement Process

The following rules of contact shall apply during the Procurement for the Rail Project, effective as of the date of issuance of this RFQ through the execution of the Design-Build Contract. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by NICTD in connection with the RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Proposer.

The specific rules of contact are as follows:

- a) After submittal of SOQs, no Proposer or any of its Design-Build Team members may communicate with another Proposer or any other Design-Build Team members with regard to the SOQs, the RFP or either Proposer's RFP Proposal; provided, however, that (i) the Proposer or its Design-Build Team members may communicate with another Proposer or its Design-Build Team members only for the purpose of obtaining subcontractor, supplier or vendor price information for materials and/or installation that is shared with multiple Proposers and their teams; (ii) subcontractors that are shared between two or more Proposers and their Design-Build Teams (subject to the restrictions set forth herein) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the Proposer team and/or subcontractor will not act as a conduit of information between the Proposers and their teams; and (iii) contact among Proposers is allowed during any NICTD sponsored informational meetings that may be scheduled.

- b) NICTD shall be the sole contact for purposes of this Procurement, including during the RFQ and the RFP phases. Proposers shall correspond with NICTD regarding the RFQ and RFP only through designated representatives (which initially shall be the NICTD Procurement Contact).
- c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) execution of the Design-Build Contract, (ii) rejection of all Proposals by NICTD or (iii) cancellation of the Procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the Design-Build Contract or the Procurement described herein with any member of NICTD, including any NICTD staff, advisors, tenants, contractors or consultants involved with the procurement, except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the NICTD Procurement Contact, in his sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to the following ("Communications Exceptions"): (i) matters unrelated to the RFQ, RFP, the Design-Build Contract or the Procurement, (ii) participation in public meetings, or any public or Proposer workshop related to this RFQ or the RFP, or (iii) participation in any interviews by the TRC (and its advisors as determined by NICTD) of Proposer and its Design-Build Team members. Any Proposer engaging in prohibited communications may be disqualified at the sole discretion of NICTD.
- d) Any communications determined to be prohibited or improper, at the sole discretion of NICTD, may result in disqualification.
- e) Any official information regarding the Rail Project will be disseminated from NICTD's office on agency letterhead. Any official correspondence will be in writing and signed by either the NICTD Procurement Contact or NICTD's Project Manager.
- f) NICTD will not be responsible for and Proposers may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

6.2 Confidentiality and the Indiana Access to Public Records Act

Once submitted, the SOQs shall become the property of NICTD, may not be returned to Proposers and are subject to the Indiana Access to Public Records Act, Indiana Code, §5-14-3 *et seq.* and federal law (the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. In the event Proposer submits documents containing information that Proposer believes are not subject to public disclosure pursuant to the Public Records Act, it must conspicuously mark each document and the specific information Proposer seeks to protect from disclosure as "CONFIDENTIAL" in the header or footer of each such page and identify with particularity the information it desires to withheld from such disclosure. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for NICTD to treat the entire SOQ as public information. Proposer must also cite by statutory citation the statutory exemption that Proposer asserts protects such information from public disclosure under the Public Records Act.

NICTD will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the

interpretation of such laws, or as to the applicability of potential exemptions such as trade secrets and confidential financial information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on NICTD by the Public Records Act or other applicable law. NICTD reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of complying with the Public Records Act and shall have full and complete authority to make any final decision regarding the applicability of the Public Records Act to material submitted by Proposers. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

In light of the foregoing, Proposers shall submit all information to NICTD fully informed as to the possibility of public disclosure of such information. In no event shall NICTD, RDA, IFA, the TRC members or the TRC advisors or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

6.3 Organizational Conflicts of Interest

It is NICTD's policy that any person or firm under contract, or previously under contract, with NICTD to prepare procurement documents, preliminary plans, planning reports or other project development products for the Rail Project will not be allowed to participate in any capacity on a Proposer Design-Build Team. Exceptions to this policy may be granted by NICTD, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer Design-Build Teams seeking such exception shall submit such written request as soon as possible because NICTD shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

The Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. The Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing (except as to the latter, Communication Exceptions are permitted) any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- HDR Engineering, Inc.
- Gannet Fleming, Inc.
- Lakeshore Engineering, LLC
- Beam, Longest & Neff, LLC
- Northwest Indiana Regional Development Authority

- Indiana Finance Authority
- Blachly, Tabor, Bozik & Hartman
- Faegre Baker Daniels
- Harris Welsh & Lukmann
- Drewry Simmons Vornehm, LLP
- Bose McKinney & Evans LLP
- Plews Shadley Racher & Braun, LLP
- Ron Rakich Consulting, Inc.
- London Witte Group, LLC
- Ice Miller LLP
- KPMG LLP
- Policy Analytics, LLC
- PFM Financial Advisors, LLC
- Barnes & Thornburg LLP
- Louis Berger Group

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to NICTD that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, NICTD may, at its discretion, disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a Design-Build Contract as Design-Build Contractor, NICTD may, at its sole discretion, terminate the Design-Build Contract. In either case, NICTD reserves all legal rights and remedies.

Proposers are advised that NICTD's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team. The Proposer and its team must also abide by all ethical requirements (including conflict of interest rules) that apply to persons having a business relationship with the State of Indiana as set forth in Indiana Administrative Code 42 IAC 1-5-1, *et seq.*

In addition, the following firms are subconsultants under HDR in connection with the Rail Project and may have a role thereon which would preclude them from participation on a Proposer Design-Build Team, absent a conflict of interest waiver and consent by NICTD:

| | |
|---------------------------|--|
| AECOM | Engineering services during the DEIS process |
| TMG, Inc. | Public involvement and communications |
| DLZ Corp. | Lead design for major design elements |
| Burns Engineering, Inc. | Lead design for major design elements |
| Lochmueller Group | Major participant in design elements but not a lead firm |
| K&S Engineering, Inc. | Geotechnical engineering services |
| Metric Environmental, LLC | Environmental engineering services |
| AAA Engineering, Ltd. | Major participant in the electrical design |
| American Structurepoint | Participant in station architecture and design |
| Shrewsberry & Associates | Hydrology & hydraulics/drainage engineering services |

Conflict of interest waiver and consents have been requested of NICTD and granted for one or more of the firms listed above.

NICTD may disqualify a Proposer and/or refuse to short-list a Proposer that otherwise would be qualified, if NICTD determines that:

- a) The Proposer has made impermissible contact with any of the NICTD consultants with respect to this Procurement and Rail Project; or
- b) The Proposer includes any of the NICTD consultants on the Proposer's team.

6.4 Restrictions on Proposer Team Participation

To ensure a fair and competitive procurement process, the Proposer Design-Build Team Lead Entity, its Major Participants and the Design Consultants are forbidden from participating, in any capacity, on another Proposer team during the course of the Procurement. Members of the unsuccessful Proposer team (including the Lead Entity and the Major Participants and Design Consultants) are thereafter free to participate on the teams of Short-Listed Proposers, subject to the requirements of this Section 6 and its subparts. Any Proposer that fails to comply with the prohibition contained in this Section 6.4 may be disqualified from further participation as a Proposer for the Rail Project.

7 PROTESTS

In accordance with FTA requirements, including FTA Circular 4220.1F, NICTD has adopted a Protest Procedures for Design-Build Projects ("Protest Procedures") to govern any and all protests relating to any NICTD action or decision made in conjunction with or relating to Design-Build Procurement of a Design-Build Contract for performance of the Work on the West Lake Corridor Rail Project ("Rail Project"), including the Request for Qualifications ("RFQ") Phase and the Request for Proposals ("RFP") Phase of that procurement.

As such, the NICTD Protest Procedure shall apply to the Rail Project procurement of which this RFQ phase is a part. Any protest regarding the RFQ process, including the short-listing of the Proposers, shall only be permitted by such parties, during such times and in accordance with such procedures as are set out in the Protest Procedure.

A copy of the Protest Procedures for Design-Build Projects is set out in the Appendix. *See NICTD Exhibit No. 4 included in this RFQ.* The Protest Procedures also are posted to the NICTD SSL Website: <http://www.mysouthshoreline.com>.

By submitting an SOQ and/or Proposal in response to this Procurement, the Proposer acknowledges that it has reviewed and acquainted itself with the Protest Procedures herein, agrees to be bound by such Protest Procedures as a condition of submitting an SOQ and/or Proposal, and understands that the Protest Procedures may limit Proposer's rights and remedies to protest or challenge the RFQ, the Procurement or any determination or Short-List thereunder.

The Protest Procedures are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it agrees that it shall indemnify and hold NICTD and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting an SOQ and/or Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8 NICTD RESERVED RIGHTS AND DISCLAIMERS

This RFQ does not commit or bind NICTD to enter into a contract or proceed with the Procurement described herein. In connection with this Procurement, NICTD reserves to itself all rights (which rights shall be exercisable by NICTD in its sole discretion) available to it under the Design-Build Statute, the Rail Projects Statute and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- a) Modify the Procurement process to address applicable law and/or the best interests of NICTD and the State.
- b) Revise the scope, type, structure and specific terms of this Procurement.
- c) Modify the scope of the Project during the Procurement process.
- d) Develop the Rail Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If NICTD is unable to negotiate a Design-Build Contract to its satisfaction with a Short-Listed Proposer, it may negotiate in succession with the next highest rated Short-Listed Proposer(s), terminate this Procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Design-Build Statute, the Rail Projects Statute and other provisions of State law, as it deems appropriate.
- e) Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by NICTD of a Design-Build Contract, without incurring any cost obligations or liabilities

except for any stipend that is described in the RFP in the event the RFP is cancelled after the Proposal Due Date.

- f) Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- g) Not short-list any Proposer responding to this RFQ.
- h) Not issue an RFP.
- i) Reject any and all submittals, responses and SOQs received at any time.
- j) Modify all dates set or projected in this RFQ.
- k) Terminate evaluations of responses received at any time.
- l) Suspend and terminate Design-Build Contract negotiations at any time, elect not to commence Design-Build Contract negotiations with any Short-Listed Proposer, and engage in negotiations with other than the highest ranked Short-Listed Proposer.
- m) Issue addenda, supplements and modifications to this RFQ.
- n) Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- o) 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 this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- p) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- q) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- r) Negotiate with a Short-Listed Proposer without being bound by any provision in its Proposal.
- s) Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- t) Disqualify any Proposer that changes its submittal after the SOQ Due Date without NICTD approval.
- u) Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the Procurement set forth in this RFQ, the RFP or in any other communication from NICTD.

- v) Add to the Short-List any Proposer that submitted an SOQ in order to replace a previously Short-Listed Proposer that withdraws or is disqualified from participation in this Procurement.
- w) Not issue any notice to proceed after execution of the Design-Build Contract.
- x) Design and construct some of the Rail Project or the entire Rail Project.
- y) Exercise any other right reserved or afforded to NICTD under this RFQ or applicable laws and regulations.

9 STATEMENT OF QUALIFICATIONS CONTENTS

9.1 Summary of Requirements and Content

The SOQ shall contain all materials, documents, and statements requested above, as well as the following items:

A. Letter of Intent:

The purpose of the Letter of Intent and Qualifications, and its required contents, is set out below in Section 9.2 and Section 9.3.

B. Proposer Qualifications that Include:

- a) A Statement that the design-builder credentials demonstrate compliance with all required qualifications.
- b) A Project Team Organizational Chart: Present an organizational chart to depict the structure of the management hierarchy for both design and construction phases as well as the role of each individual proposed. Include the following:
 - i. Design Consultants and subconsultants' credentials (provide all subconsultants anticipated).
 - ii. The state of licensure and registration for each of the lead architects and engineers for the Design Consultants, and whether such architects and engineers are licensed or registered in the State of Indiana.
 - iii. Key Personnel Resumes for the Lead Entity, all Major Participants and all Design Consultants.
 - iv. Key Personnel Resumes for each of the Key Personnel positions identified in Exhibit No. 5 and listed on Form B-8.
 - v. Identification of the states of licensure and registration for each of the Key Personnel for the positions identified in Exhibit No. 5 and listed on Form B-8.
 - vi. The extent and depth of experience of the Key Personnel positions identified in Exhibit No. 5 and listed on Form B-8 with comparable projects, project delivery

methods and personnel roles as anticipated to be within the Design-Builder's Scope of Work.

- vii. List of subcontractors that would be asked to bid, if Short-Listed for the RFP response.
- c) An approach to local participation and DBE participation.
- d) An outline of how much work will be self-performed versus subcontracted and the philosophy towards self-performed work on the Rail Project.
- e) A list of a minimum of two and a maximum of five projects completed within the last ten years of similar type, size, scope, cost and or complexity.
 - i. If any of the Proposer Design-Build Team members participated, describe their roles.
 - ii. Provide references with email and telephone contact information.
- f) A current project list (design and construction phase) of the Proposer and the Proposer Design-Build Team Lead Entity.
- g) A statement of experience with NICTD prior projects.
- h) The Proposer's Design-Build Team experience interfacing with NICTD, permit departments and all related local branches of government having a role on the Rail Project's successful outcome.
- i) Proposer must provide the following statements (as itemized in Form A-1):
 - i. Proposer is (i) duly incorporated, organized, validly existing and in good standing (if available in that jurisdiction) as a corporation under the laws of the jurisdiction of its incorporation, (ii) is duly qualified and in good standing (if available in that jurisdiction) under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and (iii) has the power and legal right to conduct the business in which it is currently engaged and to enter into the Design-Build Contract.
 - ii. Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, have completed or demonstrated the experience, competency, capability, and capacity to complete projects of similar size, scope, cost or complexity.
 - iii. Proposed Key Personnel of the Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, have sufficient experience and training to competently manage and complete the design and construction of the Rail Project.
 - iv. Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, have the licenses, registrations, and credentials required to design and construct the Rail Project,

including information on the revocation or suspension of a license, credential, or registration.

- v. Proposer, Equity Member(s) of Proposer, the Proposer Design-Build Team (including the Lead Entity, its Major Participants), any Guarantor, have the demonstrated financial strength and bonding capacity, as well as the assets, to meet the anticipated costs and performance requirements for the Rail Project.
- vi. Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, have the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance.
- vii. Proposer will develop a plan for implementing an appropriate DBE Plan for the Rail Project so as to meet the Rail Project DBE Participation Goal, and will comply with the Rail Project DBE provisions and requirements and exercise good faith efforts to meet the Rail Project DBE Participation Goal if selected as the Design-Builder and that Proposer will furnish each of the five (5) certificates designated in Section 2.17 of this RFQ at the time of submission of the Proposer's RFP.
- viii. Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, or the employees of the team performing construction services, including the employees of all subcontractors, have completed or are enrolled in an apprenticeship program certified by the United States Department of Labor Bureau of Apprenticeship and Training.
- ix. The information disclosed in Form A-1 does not materially, adversely affect Proposer's ability to carry out the Work potentially allocated to it in the Design-Build Contract;

j) Proposer must provide:

- i. The experience modifier rate, the United States Occupational Safety and Health Administration TCIR and DART rates for the Proposer Design-Build Team Lead Entity, its Major Participants and the Design Consultants, and the average United States Occupational Safety and Health Administration TCIR and DART rates for the industrial classification of the Proposer Design-Build Team Lead Entity, its Major Participants and the Design Consultants (see Appendix Form A-1-a).
- ii. Information regarding any prior serious, repeat, willful, or criminal violation of the federal Occupational Safety and Health Act of 1970 and any equivalent violation under a state plan authorized under Section 18 of the federal act that has become a final order.

- iii. A list and summary of all open and unresolved litigation and disputes, and the disposition thereof, in which Proposer, any Equity Member of Proposer, a Guarantor, or a Major Participant is a party.
- iv. Information concerning the debarment, disqualification, or removal of the Proposer, a Guarantor, or a member of the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, from a federal, state, or local government public works project. Information concerning the bankruptcy or receivership of the Proposer, an Equity Member of Proposer, a Guarantor, or a member of the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants.
- v. Proposer shall furnish contact information for client references for Proposer, Lead Contractor, and Lead Designer, and contact information for client references for the following Key Personnel identified in Exhibit No 5 and Form B-8: Project Executive, Project Manager, Deputy Project Manager, Design Manager, and Construction Manager. See Section 9.5 (Y) of this RFQ.

C. Proposer Financial, Insurance, and Bonding Qualifications

Proposer must provide for itself, any Equity Member of Proposer, the Lead Contractor(s) and any Guarantor, the following information:

- a) Financial Statements for the last three (3) fiscal years. If an entity has been in existence for less than three fiscal years, Proposer should expressly state that such entity has been in existence for less than three fiscal years and shall provide Financial Statements for the number of fiscal years it has been in existence.

Financial Statements must meet the following requirements.

- i. GAAP/IFRS: Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the Financial Statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- ii. U.S. Dollars: Financial Statements should be provided in U.S. dollars if available. If Financial Statements are not available in U.S. dollars, Proposer must include summaries of the Financial Statements for the applicable time periods converted to U.S. dollars by a certified public accountant.
- iii. Audited: Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a certified public accountant). If audited financials are not available for an entity, the SOQ shall include

- unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer of the entity.
- iv. English: Financial Statement information must be prepared in English. If audited Financial Statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original Financial Statement information.
 - v. Guarantor Letter of Support: Proposer may include a parent company or other affiliate company as a Guarantor. An appropriate letter from the Guarantor must be provided confirming that it will guaranty all the obligations of Proposer with respect to the Project, if designated as the Selected Proposer. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Guarantor. Financial information as required in this section must be provided for the Guarantor and such information will be considered with respect to the Proposer's financial capabilities.
 - vi. Proposers shall note that NICTD may, in its discretion based upon the review of the information provided, or Proposer's form of organization, specify that an acceptable Guarantor is required as a condition precedent prior to short-listing. If the Proposer or Lead Contractor is a limited liability entity or a newly formed entity, a Guarantor must be identified and included with respect to such Proposer's or Lead Contractor's obligations relating to the Project (and all information required of Guarantor must be provided).
 - vii. Newly Formed Entity: If Proposer, Equity Member of Proposer, or Lead Contractor(s), is a newly formed entity, then a Guarantor is required for the newly formed entity and all financial information required in this section must be provided for the Guarantor (including the Guarantor Letter of Support).
 - viii. SEC Filings: If any entity for which financial information is submitted 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.
 - ix. Credit Ratings: Proposer shall provide a list identifying (1) each entity for which Financial Statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.
 - x. If an entity has been in existence for less than three fiscal years, Proposer should expressly state that such entity has been in existence for less than

three fiscal years and shall provide Financial Statements for the number of fiscal years it has been in existence.

- xi. Confidentiality: Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “CONFIDENTIAL” on each page as described in Section 6.2.
- xii. Material Changes in Financial Condition: Information regarding any material changes in financial condition for Proposer, each Equity Member, each Guarantor and Lead Contractor, for the past three years and anticipated for the next reporting period must be provided. If no material change has occurred and none is pending, the Proposer, Equity Member, Guarantor or Lead Contractor, as applicable, shall provide a letter from its chief financial officer or treasurer so certifying. The letter must be dated not earlier than seven (7) calendar days prior to the SOQ Due Date.

At the discretion of NICTD, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what NICTD considers a material change in financial condition. This list is not intended to be exhaustive of all events constituting a material change in financial condition

- 1) An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

- 2) A change in Tangible Net Worth of 10% of shareholder equity;
 - 3) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
 - 4) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
 - 5) Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
 - 6) In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
 - 7) Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.
- xiii. Off Balance Sheet Liabilities: A letter from the CFO or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying as applicable each off-balance sheet liability exceeding \$10 million and its associated dollar amount and providing explanation for off-balance sheet treatment.
- b) project cost reports for the five (5) largest transportation projects for the past two years (in contract amount)
 - c) Such other documentation as may be necessary to demonstrate financial capacity,
 - d) Statement from an Eligible Surety that meets the requirements of Section 9.5(H) below; and
 - e) insurance certificates from the Proposer, Lead Contractor, and Lead Designer showing the current coverage limits for general liability, professional liability, contractor's pollution and pollution legal liability.

D. Project Approach, Which Sets Out the Following:

- a) Detail how the Proposer and the Proposer Design-Build Team, including the Lead Entity, its Major Participants and the Design Consultants, will manage the process and Rail Project to ensure budget and schedule compliance. Include an approach statement addressing managerial resources and management plan for this Project.
- b) Detail the Proposer's and the Proposer Design-Build Team's, including the Lead Entity, its Major Participants and the Design Consultants, quality assurance and quality control process.
- c) Detail the Proposer's and the Proposer Design-Build Team's, including the Lead Entity, its Major Participants and the Design Consultants, internal dispute resolution process.
- d) Detail the Proposer's and the Proposer Design-Build Team's, including the Lead Entity, its Major Participants and the Design Consultants, approach to this project including, but not limited to, the site specific interface with adjacent structures and traffic flow maximization.
- e) State the Proposer's and the Proposer Design-Build Team's, including the Lead Entity, its Major Participants and the Design Consultants, approach to reflect the Rail Project design and appropriateness within its surroundings.
- f) State the Proposer's and the Proposer Design-Build Team's, including the Lead Entity, its Major Participants and the Design Consultants, approach to the use of locally produced materials, products and services.

9.2 General Information

The Letter of Intent and Qualifications shall include the following information:

A. Letter of Intent and Qualifications (Form A, and Appendix A-1)

A duly authorized official of the Lead Entity must execute the transmittal and verification of qualifications of the Proposer. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the Letter of Intent and Qualifications shall be appended with letters on the letterhead stationery of each member, executed by authorized officials of each member, stating that representations, statements and commitments made in the SOQ on behalf of the member have been authorized by, are correct, and accurately represent the role of the member in the Proposer team. NICTD has included in this RFQ a proposed Letter of Intent and Qualifications. *See NICTD Form A and Appendix A-1 included with this RFQ.*

B. Executive Summary

An Executive Summary, not exceeding twenty (20) pages, as described in Section 4.2 of this RFQ. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's SOQ. The Executive Summary shall address why Proposer wants to become the Design-Builder.

C. Confidential Contents Index

A separate index executed by Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that Proposer deems confidential information protected by the Indiana Access to Public Records Act; provided, however, if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information or its location(s) within the SOQ shall not be acceptable and may be cause for NICTD to treat the entire SOQ as public information.

Notwithstanding the foregoing, the index required under this Subsection is intended to provide input to NICTD and the TRC as to the confidential nature of a Proposer's SOQ, but in no event shall such index or designation be binding on NICTD, determinative of any issue relating to confidentiality or a request under the Indiana Access to Public Records Act or override or modify the provisions of the Proposer's and the Principal Team Members' rights and protections under the Indiana Access to Public Records Act or NICTD's responsibilities thereunder.

9.3 Proposer and Team Structure and Experience

The SOQ shall include specific information required of Proposer and the Proposer Design-Build Team, including the Lead Entity, the Major Participants and the Design Consultants structure and experience.

Proposer shall provide the following information as set forth below in Section 9.3 (a), (b) and (c), not to exceed ten (10) pages, relevant to the identity and qualifications of Proposer, the Lead Entity, the Major Participants, the Design Consultants and any other team members that Proposer wishes to identify in its SOQ. Proposer shall provide the following information as outlined in Section 9.3(d), not to exceed three (3) pages, describing relevant experience of the Proposer, the Lead Entity, the Major Participants and the Design Consultants.

The term "Major Participant" shall mean the following team members:

- a) The lead construction/design-build firm (if not the Proposer),
- b) The lead engineering/design firm(s) (if not the Proposer),
- c) Each subconsultant that will perform 10% or more of the design work, and
- d) Each subcontractor that will perform work valued at \$10,000,000 or more of the construction work.

A. Proposer

Identify the legal name of Proposer. Proposer must be registered to do business in Indiana. If the name is a "doing business as" ("DBA"), identify underlying names. Identify a single point of contact (an individual) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and

nature of Proposer and the state of its organization. If the Proposer firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis.

If Proposer is a partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement or joint venture agreement, but if an executed teaming agreement or joint venture agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. An executed teaming agreement or joint venture agreement, or summary of the key terms of such agreements, shall be included in an appendix to the SOQ. If the Proposer Design-Build Team is structured as a partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis.

B. Major Participants and Other Team Members

Proposer is required to identify the Lead Entity on the Design-Build Team, all Major Participants, Design Consultants and any other team members that Proposer wishes to identify (e.g., quality assurance firms, design subconsultants, etc.) in its SOQ at this time (“Other Team Members”). For the Lead Entity, each Major Participant, Design Consultant and Other Team Members, identify the entity’s role and the entity’s legal nature and state of organization.

Proposer shall not include more than one lead engineering firm (provided that the foregoing does not preclude the lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFQ).

C. Proposer and Team Structure

Describe the Proposer Design-Build Team management structure, including the teaming arrangements, allocation of roles and responsibilities within the Proposer Design-Build Team and how the Proposer Design-Build Team will institutionally operate. Describe how the Proposer Design-Build Teams’ management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of the Proposer Design-Build Team Members’ working together within a partnership or any other form of joint venture.

Describe Key Personnel dedicated to the Project and capacity to perform the design and construction for this Project. Identify the proposed Key Personnel for each of the Key Personnel positions identified in Exhibit No. 5. Furnish Form B-8, List of Key Personnel, for this purpose.

D. Relevant Experience and Capacity

Proposers shall provide the following information, not to exceed fifteen (15) pages, describing relevant experience and associated reference contact details held by the Proposer Design-Build Team, including the Lead Entity, the Major Participants and the Design Consultants, as applicable, with:

- i. A minimum of two and a maximum of five projects completed within the last ten years of similar type, size, scope, cost and or complexity.
- ii. Design and construction of rail improvements, including rail track, embankments, rights of way, sidings, passenger stations or platforms, parking areas, overpasses, railroad bridges, ancillary structures, and related safety systems equipment and technology.
- iii. Design and construction of FTA New Starts Grant projects.
- iv. Design and construction of and transit related projects.
- v. Design and construction of infrastructure within an existing, operating project facility or location.
- vi. Delivering project scope under a design-build contract, through an Alternative Technical Concept (“ATC”) process, or through other innovative means.
- vii. Describe team’s performance record including quality, schedule, and cost of each referenced project.
- viii. Prior experience in participating in project specific insurance programs, including OCIPs and CCIPs, describing particular projects considered relevant to such qualifications and experience.
- ix. Prior experience in avoiding disruptions to the work, including experience with working with subcontractors in avoiding work disruptions in site conditions, environmental conditions, labor relations, design development, permitting and utility coordination.

E. Proposer Team Summary (Form B-1) and Organizational Charts

Provide a Proposer Team Summary or organizational chart which sets forth the structure, teaming arrangements and reporting requirements of Proposer and the Proposer Design-Build Team, including the Lead Entity, the Major Participants and the Design Consultants. Key Personnel, including their positions, relevant years of experience and qualifications, shall be clearly shown on this organizational chart, or a separate organizational chart covering Key Personnel may also be provided. NICTD has prepared a Proposer Team Summary form. *See NICTD Appendix Form B-1 included with this RFQ.*

F. Proposer Legal Information

The following information regarding legal issues affecting Proposer and the Proposer Design-Build Team shall be submitted:

1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Proposer and the Proposer Design-Build Team, including the Lead Entity, the

Major Participants and the Design Consultants that must be resolved in order to deliver the Project and perform its obligations under the Design-Build Contract.

2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five (5) years (measured from the date of issuance of this RFQ) involving projects in North America in which Proposer or any member of the Proposer Design-Build Team, including the Lead Entity, the Major Participants and the Design Consultants or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

3. Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Proposer or any of the Proposer Design-Build Team, including the Lead Entity, the Major Participants and the Design Consultants, or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$100,000 on projects with a contract value in excess of \$5 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in this Section 9.3(F) and its subparts, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling NICTD to contact owner representatives may, in the sole discretion of NICTD, lead to a "fail" rating for the team or disqualification from the procurement process.

9.4 Approach to Project

The SOQ requires a section on the Proposer's approach to the Project ("Approach").

The Approach shall not exceed ten (10) pages. Proposer shall describe how it and the Design-Build Team approach the design and construction of projects of similar scope and nature to the Project including, but not limited to:

- a) A narrative explanation of the Proposer's understanding of design-build projects.

- b) A description of the general approach to the design and construction of the Project, including delivering a high standard of care and best value Project, whilst minimizing the impact on existing operations.
- c) A description of the general approach to quality control/quality assurance and Project oversight.
- d) A description of the general approach to traffic and construction management, health and safety, environmental considerations, utility relocation and adjustment services, environmental protection and public relations.
- e) A description of what the Proposer views as the most significant risks to the parties with respect to the design and construction of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to NICTD and the State of Indiana.
- f) A description of how the Proposer plans to maximize the economic impact on Lake County and surrounding communities connected to the SSL.

9.5 Additional Materials and Certifications

In addition to the above items, the SOQ shall include the following additional materials and certifications: ***Forms B-1 through B-7, Form F, Form O and Form R. Executed subcontractor certifications on Form B-7 need only be included with the SOQ submission for subcontractors identified as part of the Proposer Design-Build Team.***

The certifications in Forms C through Q (excluding Form F and Form O), *are not required as part of the RFQ submission*, but will be required as part of the RFP process. As part of the SOQ, and in lieu of these forms and certifications, the Proposer is required as part of its SOQ submission to confirm Proposer's willingness and ability to provide an executed original of such forms and certifications if Proposer is selected as a Short-Listed Proposer to submit the RFP Qualitative and Price Proposals and is subsequently selected as the Design-Builder.

A. Information Regarding Proposer and Major Participants (Form B-2)

Provide executed originals of Form B-2, Information Regarding Proposer and Major Participants for Proposer, each Major Participant n. *See NICTD Appendix Form B-2 included with this RFQ.*

B. Eligible Proposer Certification (Form B-3)

Provide an executed original of Form B-3, Eligible Proposer Certification. *See NICTD Appendix Form B-3 included with this RFQ.*

C. List of Design Team Firms (Form B-4)

Provide an executed original of Form B-4, List of Design Team Firms. *See NICTD Appendix Form B-4 included with this RFQ.*

D. List of Subcontractors (Form B-5)

Provide an executed original of Form B-5, List of Subcontractors. *See NICTD Appendix Form B-5 included with this RFQ.*

E. List of Suppliers and Vendors (Form B-6)

Provide an executed original of Form B-6 List of Suppliers and Vendors. *See NICTD Appendix Form B-6 included with this RFQ.*

F. Certification of Lower Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion (Form B-7)

Provide an executed original of Form B-7, Certification of Lower Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion. *See NICTD Appendix Form B-7 included with this RFQ.*

G. List of Key Personnel (Form B-8)

Provide an executed original of Form B-8, List of Key Personnel, conforming to each of the Key Personnel positions set out in Exhibit No. 5. *See NICTD Appendix Form B-8 included with this RFQ.*

H. Surety Letter

Provide a letter from a qualified and Eligible Surety indicating that Proposer is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$400,000,000, as evidence of Proposer's bonding capacity. Letters must specifically state the amount the Proposer is capable of obtaining from the qualified and Eligible Surety. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Proposer's financial statements and capability, backlog and work-in-progress in determining its bonding capacity.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity members of the entity are acceptable, as is a single letter covering all equity members of such entity; provided, however, that each separate letter provided must reference the specific portion of the amount that the Eligible Surety is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

NICTD has not yet determined the specific amount of payment and performance bonds that it will require for the Project and ultimately the surety and form of bond is subject to NICTD's final review and approval. Proposers are advised that the RFP will identify specific qualification and eligibility requirements for the surety and form of bond. NICTD shall delineate such requirements, which will be consistent with applicable law, in the RFP. Reference Section 2.16 above.

I. Buy America Certification (Form C)

Confirm the willingness and ability to provide an executed original of Form C, Buy America Certification, if Proposer is selected to submit the RFP Qualitative and Price

Proposals and is selected as the Design-Builder. *See NICTD Appendix Form C included with this RFQ.*

J. Certificate of Procurement Integrity (Form D)

Confirm the willingness and ability to provide an executed original of Form D, Certificate of Procurement Integrity. *See NICTD Appendix Form D included with this RFQ.*

K. Restrictions on Lobbying Certificate (Form E)

Confirm the willingness and ability to provide an executed original of Form E, Restrictions on Lobbying Certificate. *See NICTD Appendix Form E included with this RFQ.*

L. Acknowledgement of RFQ Addenda (Form F)

Provide an executed original of Form F, Acknowledgement of RFQ Addenda. *See NICTD Appendix Form F included with this RFQ.*

M. Certification Regarding Debarment (Form G)

Confirm the willingness and ability to provide an executed original of Form G, Certification Regarding Debarment. *See NICTD Appendix Form G included with this RFQ.*

N. DBE Participation Form and Affidavit (Form H)

Confirm the willingness and ability to provide an executed original of Form H, DBE Participation Form and Affidavit, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form H included with this RFQ.*

O. DBE Utilization Plan (Form I)

Confirm the willingness and ability to provide an executed original of Form I, DBE Utilization Plan, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form I included with this RFQ.*

P. Letter of Intent from DBE to Perform as a Subcontractor, Supplier and/or Consultant (Form J)

Confirm the willingness and ability to provide for each Design Team Member, Subcontractor and Supplier or Vendor identified and listed on Proposer's Forms B-4, B-5 and B-6, an executed original of Form Letter of Intent from DBE to Perform as a Subcontractor, Supplier and/or Consultant, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form J included with this RFQ.*

Q. DBE Unavailability Certificate (Form K)

Confirm the willingness and ability to provide for each Design Team Member, Subcontractor and Supplier or Vendor identified and listed on Proposer's Forms B-4, B-5 and B-6 for which no DBE firm was available, an executed original of Form K, DBE Unavailability Certificate, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form K included with this RFQ.*

R. Nondiscrimination Certificate (Form L)

Confirm the willingness and ability to provide an executed original of Form L, Nondiscrimination Certificate, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form L included with this RFQ.*

S. Drug-Free Workplace Act Certification for a Public or Private Entity (Form M)

Confirm the willingness and ability to provide an executed original of Form M, Drug-Free Workplace Act Certification for a Public or Private Entity, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form M included with this RFQ.*

T. Certificate of Qualification (Form N)

Confirm the willingness and ability to provide an executed original of Form N, Certificate of Qualification, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Exhibit N included with this RFQ.*

U. Non-Collusion Affidavit (Form O)

Provide an executed original of Form O, Non-Collusion Affidavit. *See NICTD Appendix Form O included with this RFQ.*

V. E-Verify Affidavit (Form P)

Confirm the willingness and ability to provide an executed original of Form P, E-Verify Affidavit, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form P included with this RFQ.*

W. Certificate Regarding Investment Activities in Iran (Form Q)

Confirm the willingness and ability to provide an executed original of Form Q, Certificate Regarding Investment Activities in Iran, if Proposer is selected to submit the RFP Qualitative and Price Proposals and is selected as the Design-Builder. *See NICTD Appendix Form Q included with this RFQ.*

X. Non-Disclosure Agreement (Form R)

Each Proposer and Design-Build Team Member must comply with the NICTD SSI Policy & Procedures, as required by NICTD and the FTA, and must provide an executed original of Form R, Non-Disclosure Agreement. *See NICTD Appendix Form R included with this RFQ.*

Y. Client References

Provide the name, address, and telephone number of the person to whom inquiry should be made for three client references for each of the following: Proposer, Lead Contractor, Lead Designer, each of the following Key Personnel identified on Exhibit No. 5 and Form B-8: Project Executive, Project Manager, Deputy Project Manager, Design Manager and Construction Manager. .

Z. Other Requested or Required Documents or Materials

Provide all other documents requested or required by this SOQ in Sections 1-8 and not otherwise submitted as part of the Section 9 Statement of Qualifications Contents, and in particular, any other documents that establish Proposer meeting the evaluation criteria set forth in Section 5.5(1) through 5.5(9).

9.6 SOQ Submittal Outline (Exhibit 3)

For reference use by each Proposer NICTD has included an outline of the SOQ submittal format. *See NICTD Exhibit No. 3 included with this RFQ.*

END OF RFQ DOCUMENT



FORM A
LETTER OF INTENT AND QUALIFICATIONS

PROPOSER: _____

Date: _____

Tony Siegmund
Purchase Manager
Northern Indiana Commuter Transportation District
33 East U.S. Highway 12
Chesterton, Indiana 46304
Telephone: 219-874-4221 ext. 267
Email: tony.siegmund@nictd.com

The undersigned (“Proposer”) submits this Statement of Qualifications (this “SOQ”) in response to the Request for Qualifications dated _____ (the “RFQ”), issued by the Northern Indiana Commuter Transportation District (“NICTD”) to design and construct the West Lake Corridor Rail Project (“Project”). Further, through signature and transmittal of this Form A, Proposer acknowledges that the Proposer has read and verifies that the submitted SOQ is in conformance with the requirements set forth in the RFQ and verifies that the information contained in the SOQ is true and correct to the best of undersigned’s knowledge, information and belief.

Proposer represents that it is submitting as part of its SOQ all information required by the RFQ.

The Proposer hereby confirms its willingness and assurances that it will comply with the DBE provisions and requirements and exercise good faith efforts to meet the Project DBE Participation Goal if Proposer is selected to the Short-list and is subsequently selected as the Design-Builder for the Project. As such, the Proposer hereby confirms its willingness and ability to provide an executed original of Forms C, D, E, G, H, I, J, K, L, M, N, P and Q if Proposer is selected to the Short-list. These forms will be submitted at the time of submission of the Short-listed Proposer’s Qualitative or Technical Proposal as part of the RFP phase.

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ Glossary of Definitions in Exhibit No. 1 thereto.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

Letter of Intent and Verification of Qualifications (this Form A) with Form A-1 Verified Statement and Appendix A-1-a EMR, TCIR, DART Rates

NICTD West Lake Corridor Project

Executive Summary

Confidential Contents Index

Proposer and Team Structure (in addition to Form B-1

Relevant Experience and Capacity

Approach to Project

Form B-1 Proposer Team Summary

Form B-2 Information Regarding Proposer and Major Participants

Form B-3 Eligible Proposer Certification

Form B-4 List of Design Team Firms

Form B-5 List of Subcontractors

Form B-6 List of Suppliers and Vendors

Form B-7 Certification of Lower Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion

Form B-8 List of Key Personnel

Form C Buy America Certificate

Form D Certificate of Procurement Integrity

Form E Certificate of Restrictions on Lobbying

Form F Acknowledgement of RFQ Addenda

Form G Certification Regarding Debarment

Form O Non-Collusion Affidavit

Form R Non-Disclosure Agreement

Surety Letter(s)

Client Reference Information

Proposer acknowledges access to all materials posted on the Project Website, any addenda identified in Form F.

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or short-listing thereunder.

Proposer understands that NICTD is not bound to shortlist any Proposer and may reject each SOQ that NICTD may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer.

Proposer agrees that NICTD will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

NICTD West Lake Corridor Project

This SOQ shall be governed by and construed in all respects according to the laws of the State of Indiana.

Proposer's Name: _____

Address: _____

City/ZIP: _____

State: _____

State of Incorporation: _____

The following individual is the duly authorized representative on behalf of Proposer and has the requisite authority to bind Proposer herein.

By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 2019

FORM A-1

VERIFIED STATEMENT

Proposer: _____

The undersigned Proposer hereby verifies the following statements and information with respect to Proposer and each of the members of the Design-Build Team, and any Guarantor(s) as indicated:

1. Attached as Form _____ is a listing of members of the Design Build Team and any Guarantor(s).
2. Proposer is (i) duly incorporated, organized, validly existing and in good standing (if available in that jurisdiction) as a corporation under the laws of the jurisdiction of its incorporation, (ii) is duly qualified and in good standing (if available in that jurisdiction) under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and (iii) has the power and legal right to conduct the business in which it is currently engaged and to enter into the Design-Build Contract.
3. The SOQ contains an executed original of Form F, Acknowledgement of RFQ Addenda.
4. The SOQ contains an executed original of Form O, Non-Collusion Affidavit.
5. The SOQ contains an executed Form R, Non-Disclosure Agreement.
6. If the Proposer is a Joint Venture (JV), the SOQ contains an executed JV Agreement, and the JV Agreement has not been materially altered or modified to date during the RFQ phase of the Procurement process and will not be materially altered or modified during the remainder of the Procurement process, except as permitted in accordance with the RFP.
7. The Design-Build Team, or members of the Design-Build Team, have completed or demonstrated the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.
8. Proposed Key Personnel have sufficient experience and training to competently manage and complete the design and construction of the project.
9. The Design-Build Team, or members of the Design-Build Team have the licenses, registrations, and credentials required to design and construct the project, including information on the revocation or suspension of a license, credential, or registration.
10. The Design-Build Team, including the Lead Entity, its Major Participants and Design Consultants, and any Guarantor(s), have the demonstrated financial strength and bonding

NICTD West Lake Corridor Project

capacity, as well as the assets, to meet the anticipated costs and performance requirements of the Rail Project.

11. Has any members of the Design-Build Team, or any of their Affiliates, had such licenses, registrations, or credentials revoked, suspended or expired within the last ten (10) years?

a. ☐ Yes ☐ No

b. If yes, please explain:

12. The Design-Build Team, or members of the Design-Build Team, have the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance.

13. The following information regarding each of the members of the Design-Build Team is set forth on the attached Appendix A-1-a: (i) experience modifier rate, (ii) the United States Occupational Safety and Health Administration total recordable case incident rate (TCIR), (iii) days away, restricted or transferred case incident rate (DART), and (iv) the average United States Occupational Safety and Health Administration TCIR and DART rates for the industrial classification of the each member of the Design-Build Team.

14. Proposer will develop a plan for implementing an appropriate DBE Plan for the Rail Project so as to meet the Rail Project DBE Participation Goal, and will comply with the Rail Project DBE provisions and requirements and exercise good faith efforts to meet the Rail Project DBE Participation Goal if selected as the Design-Builder Proposer, and will furnish each of the five (5) certificates designated in Section 2.17 of this RFQ at the time of submission of the Proposer's RFP.

15. The members of the Design-Build Team or the employees of the members of the Design-Build Team performing construction services, including the employees of all subcontractors, have completed or are enrolled in an apprenticeship program certified by the United States Department of Labor Bureau of Apprenticeship and Training.

16. Has any member of the Design-Build Team, or any of their Affiliates, had any prior serious, repeat, willful, or criminal violations of the federal Occupational Safety and Health Act of 1970 or any equivalent violation under a state plan authorized under Section 18 of the federal act that has become a final order?

a. ☐ Yes ☐ No

b. If yes, please explain:

17. Has any member of the Design-Build Team, or any of their Affiliates, or any Guarantor(s), been debarred, disqualified, suspended or removed from a federal, state, or local government public works project?

a. ☐ Yes ☐ No

b. If yes, please explain:

18. Has any member of the Design-Build Team, or any of their Affiliates, or any Guarantor(s), filed or been a debtor in any voluntary or involuntary bankruptcy or receivership proceedings?

a. ☐ Yes ☐ No

b. If yes, please explain, including identifying the date of each case or filing and its disposition or current status:

19. Has any member of the Design-Build Team, or any of their Affiliates, or any Guarantor(s), been convicted or indicted for the commission of any crime involving corruption, bribery or fraud in connection with any public agreement in the State of Indiana or any other jurisdiction?

a. ☐ Yes ☐ No

b. If yes, please explain:

20. Is there any claim, litigation or proceeding that is pending or threatened against any member of the Design-Build Team, or any of their Affiliates, or any Guarantor(s), that either (i) involves a claim of defective design or workmanship, or (ii) if adversely determined, would have an adverse effect on the business, operations, property, financial or other condition of such entity?

a. ☐ Yes ☐ No

b. If yes, please explain, including a summary of the nature of the matter, the relief requested, and a description of the nature of the response of the Design-Build Team member or Guarantor.

21. Has any other member of the Design-Build Team, or any of their Affiliates, been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

NICTD West Lake Corridor Project

a. ☐ Yes ☐ No

b. If yes, please explain:

22. Has any member of the Design-Build Team, or any of their Affiliates, been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

a. ☐ Yes ☐ No

b. If yes, please explain:

23. The Design-Build Team credentials demonstrate compliance with all required qualifications.

24. Are there any significant anticipated federal or state legal issues relating to Proposer and the Proposer Design-Build Team, or any Guarantor(s), that must be resolved in order to deliver the Project and perform its obligations under the Design-Build Contract?

a. ☐ Yes ☐ No

b. If yes, please explain:

25. Are there any instances during the last five (5) years (measured from the date of issuance of this RFQ) involving projects in North America in which Proposer or any of the Proposer Design-Build Team, or any Guarantor(s), was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause?

a. ☐ Yes ☐ No

b. If yes, please explain:

NICTD West Lake Corridor Project

26. The information disclosed above in this Form A-1 does not materially, adversely affect Proposer's ability to carry out the Work potentially allocated to it in the Design-Build Contract.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to sign on behalf of PROPOSER.

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX A-1-a

EMR, TCIR AND DART RATES FOR EACH DESIGN-BUILD TEAM MEMBER

EMR RATES:

TCIR RATES:

DART RATES:



FORM B-1
PROPOSER TEAM SUMMARY

The undersigned Design-Build Proposer, _____, identifies the following Design-Build Team members, including the Lead Entity, Major Participants, Design Consultants, and any Guarantor(s) (all as defined in Exhibit No. 1-Glossary of Definitions) and other team members that are part of the Design-Build Team, stating for each: the entity's role, legal name, type of organization (e.g., corporation, consortium, partnership, joint venture) and state of incorporation or origination:

| TEAM ROLE | LEGAL NAME OF ENTITY | TYPE OF ORGANIZATION | STATE OF INCORPORATION OR ORIGINATION |
|---------------------------------|-------------------------|-------------------------|---|
| I. Lead Entity: | | | |
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| II. Major Participants: | | | |
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| III. Design Consultants: | | | |
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| IV. Other Team Members: | | | |
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NICTD West Lake Corridor Project

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| V. Guarantor(s): | | | |
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By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__



FORM B-2
CONTACT INFORMATION FOR PROPOSER
AND DESIGN-BUILD TEAM

The undersigned Proposer, _____, identifies the following information on Proposer and the Design-Build Team, and any Guarantor(s), stating for each: the entity's address and primary contact person (Name, Address, Phone Number and Email:

| TEAM ROLE | ENTITY NAME AND ADDRESS | PRIMARY CONTACT PERSON INFORMATION |
|---|-------------------------------|---------------------------------------|
| I. Proposer (Provide for each entity if a Joint Venture or Partnership): | | |
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| II. Lead Entity: | | |
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| III. Major Participants: | | |
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| IV. Design Consultants: | | |
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| V. Other Team Members: | | |
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NICTD West Lake Corridor Project

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| VI. Guarantor(s): | | |
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By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



**FORM B-3
ELIGIBLE PROPOSER CERTIFICATION**

The _____ ("Proposer")
hereby certifies that IT IS NOT included on the U.S. Comptroller General's Consolidated List of
Persons or firms debarred from Federal contracts for violations of various public contracts
incorporating Labor Standards Provisions.

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of
_____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM B-4
LIST OF DESIGN CONSULTANTS

1.1 DESIGN CONSULTANTS LIST

- A. All Proposers are required to fully complete and submit the attached List of Design Consultant Firms that are part of the Design-Build Team proposed to provide design services with their Statement of Qualifications (“SOQ”).
- B. In completing the Design Consultant List form, all major design team firms, defined as any Design Consultant (as defined in Exhibit 1, Glossary) that will perform 10% or more of the design work, are required to be identified together with their section of work and submitted with the Proposer’s SOQ.
- C. A complete list of all design team members will be required by the Contract to be submitted within 15 days after execution of the Contract.
- D. Failure to complete and provide the Design Consultant List and/or failure to identify all major design team firms on the Design Consultant List shall be grounds for rejecting the SOQ.
- E. Submission of the Design Consultant List does not guarantee acceptance by NICTD of any design team firm identified.
- F. Proposer agrees that if it is awarded the Contract by NICTD through the RFP process, it shall contract with the listed Design Consultants for the Scope of Services designated for each named Design Consultant stated therein. Absent the refusal of the listed Design Consultant to enter into an acceptable Design Agreement, or for NICTD’s rejection of a proposed Design Consultant listed herein for good cause as provided by the Contract or which are excluded from bidding or participating by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Design Consultants for the same Scope of Services.

DESIGN CONSULTANT LIST

The undersigned, hereinafter called Proposer, has determined to his/her satisfaction that a listed Design Consultant has been successfully engaged in this work or services previously, has successfully completed services comparable to that required by this Project, is qualified technically and financially to perform that work or services for which it is listed.

Proposer, if the successful Proposer to whom the Contract is awarded through the RFP process, agrees that it shall contract with the named Design Consultants for the Scope of Services described below. Absent the refusal of Design Consultant to enter into an acceptable Design Agreement, or for NICTD's rejection of a proposed Design Consultant listed herein for good cause as provided by the Contract or which are excluded from bidding or participating by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Design Consultant for the same Scope of Services.

Include in the list the following Design Consultants, defined as any design team firm and/or subconsultant that will perform 10% or more of the design work. If a section does not apply to the Project, place N/A under name and address of design team firm. If Proposer is self-performing any portion of the work or services, it shall list itself under the applicable work section.

| <u>Scope of Services</u> | <u>Name of Design Consultant(s)</u> |
|---|--|
| 1. Lead Engineer | |
| 2. Engineer of Record (if different) | |
| 3. Civil Engineer | |
| 4. Geotechnical Engineer | |
| 5. Civil/Track Engineer | |
| 6. Structural Engineer | |
| 7. Maintenance, Storage and Facilities (MSF) Lead | |
| 8. Systems Engineer | |
| 9. MEP Engineer | |

NICTD West Lake Corridor Project

| | |
|--|--|
| 10. Environmental Engineer | |
| 11. Utilities Engineer | |
| 12. Lead Architect | |
| 13. Architect of Record (if different) | |
| 14. Design Architect (if different) | |
| 15. Site, Urban Design & Landscape Architect | |
| 16. Surveying Services Consultant | |
| 17. Transit Operations Consultant | |
| 18. Cost Estimating Consultant | |
| 19. Other Design Consultants with agreement values above \$1,000,000 | |

By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this _____ day of _____, 20__.

NICTD West Lake Corridor Project

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM B-5
LIST OF SUBCONTRACTORS

1.1 SUBCONTRACTOR LIST

- A. All Proposers are required to fully complete and submit the attached List of Subcontractors with their Statement of Qualifications (“SOQ”).
- B. In completing the List of Subcontractors form, all subcontractors of any tier that will perform work valued at \$1,000,000.00 or more of the construction work (and which are not Major Participants identified in Form B-1, Proposer Team Summary), are required to be identified together with their section of work and submitted with the Proposer’s SOQ.
- C. A complete list of all subcontractors and suppliers will be required by the Contract to be submitted within 15 days after execution of the Contract.
- D. Failure to complete and provide the List of Subcontractors and/or failure to identify all major subcontractors on the List of Subcontractors shall be grounds for rejecting the SOQ.
- E. Submission of the List of Subcontractors does not guarantee acceptance by of any subcontractor identified.
- F. Proposer agrees that if it is awarded the Design-Build Contract by NICTD through the RFP process, it shall subcontract with the listed Subcontractors for the Sections of the Work designated for each named Subcontractor stated therein. Absent the refusal of the listed Subcontractor to enter into an acceptable Subcontract, or for NICTD’s rejection of a proposed Subcontractor listed herein for good cause as provided by the Design-Build Contract or which are excluded from bidding by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Subcontractors for the same Section of Work.

LIST OF SUBCONTRACTORS

The undersigned, hereinafter called Proposer, has determined to his/her satisfaction that a listed Subcontractor has been successfully engaged in this work previously, has successfully completed installations comparable to that required by this Project, is qualified technically and financially to perform that work for which it is listed.

Proposer, if the successful Proposer to whom the Design-Build Contract is awarded through the RFP process, agrees that it shall contract with the named Subcontractors for the Section of Work described below. Absent the refusal of Subcontractor to enter into an acceptable Subcontract, or for NICTD's rejection of a proposed Subcontractor listed herein for good cause as provided by the Design-Build Contract or which are excluded from bidding by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Subcontractors for the same Section of Work.

Include in the list the following Subcontractors, defined as a subcontractor of any tier that will perform work valued at \$1,000,000.00 or more of the construction work. If a section does not apply to the Project, place N/A under name and address of subcontractor. If Proposer is self-performing any portion of the Work, it shall list itself under the applicable work section.

| <u>Section of Work</u> | <u>Name of Subcontractor(s)</u> |
|------------------------|---------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |
| 11. | |

NICTD West Lake Corridor Project

| | |
|-----|--|
| 12. | |
| 13. | |
| 14. | |
| 15. | |

By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this
____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM B-6
LIST OF SUPPLIERS AND VENDORS

1.1 SUPPLIERS AND VENDORS LIST

- A. All Proposers are required to fully complete and submit the attached Supplier and Vendor Proposal List with their SOQ.
- B. In completing the Supplier and Vendor Proposal List form, all major suppliers and vendors, defined as any supplier or vendor any tier with a contract and/or purchase order that will perform work or supply materials and/or equipment valued at \$1,000,000 or more of the construction work, are required to be identified together with their section of work and submitted with the Proposer's SOQ.
- C. A complete list of all suppliers and vendors will be required by the Design-Build Contract to be submitted within 15 days after execution of the Design-Build Contract.
- D. Failure to complete and provide the Supplier and Vendor Proposal List and/or failure to identify all major suppliers and vendors on the Supplier and Vendor Proposal List shall be grounds for rejecting the SOQ.
- E. Submission of the Major Supplier and Vendor Proposal List does not guarantee acceptance by the NICTD of any subcontractor identified.
- F. Proposer agrees that if it is awarded the Design-Build Contract by NICTD through the RFP process, it shall subcontract with the listed Supplier and Vendors for the Sections of the Work designated for each named Supplier and Vendor stated therein. Absent the refusal of the listed Supplier and Vendor to enter into an acceptable Subcontract, or for NICTD's rejection of a proposed Supplier and Vendor listed herein for good cause as provided by the Contract or which are excluded from bidding by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Supplier and Vendors for the same Section of Work.

SUPPLIER AND VENDOR PROPOSAL LIST

The undersigned, hereinafter called Proposer, has determined to his/her satisfaction that a listed Supplier and Vendor has been successfully engaged in this work previously, has successfully furnished materials and/or equipment comparable to that required by this Project, is qualified technically and financially to perform that work for which it is listed.

Proposer, if the successful Proposer to whom the Design-Build Contract is awarded through the RFP process, agrees that it shall contract with the named Supplier and Vendors for the Section of Work described below. Absent the refusal of Supplier and Vendor to enter into an acceptable Agreement, or for NICTD's rejection of a proposed Supplier and Vendor listed herein for good cause as provided by the Design-Build Contract or which are excluded from bidding by applicable federal requirements, Proposer shall not seek alternative pricing or alternative Supplier and Vendors for the same Section of Work.

Include in the list the following Supplier and Vendors, defined as a subcontractor of any tier with a contract and/or purchase order that will perform work or supply materials and/or equipment valued at 1,000,000 or more of the construction work value. If a section does not apply to the Project, place N/A under name and address of supplier and/or vendor. If Proposer is self-performing any portion of the Work, it shall list itself under the applicable work section.

| <u>Section of Work</u> | <u>Name of Supplier or Vendor</u> |
|------------------------|-----------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |
| 11. | |
| 12. | |

NICTD West Lake Corridor Project

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| 13. | |
| 14. | |
| 15. | |

By: PROPOSER

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this
____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM B-7
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION

The Lower-Tier Design-Build Team Participant (potential sub-grantee or sub-recipient under the FTA project, potential third party contractor, or potential subcontractor under the Proposer, Lead Entity or Major Participant), _____ (Contractor/Subcontractor), certifies, by submission of this Form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant (potential sub-grantee or sub-recipient under the FTA project, potential third party contractor, or potential subcontractor under the Proposer, Lead Entity or Major Participant) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid or proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER THE FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER THE PROPOSER, LEAD ENTITY OR MAJOR PARTICIPANT),

(Contractor/Subcontractor), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20____

NICTD West Lake Corridor Project

Subscribed and sworn to before me, a Notary Public, in and for said County and State this
____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)

NOTICE TO PROPOSERS: This form must be completed by the proposer/contractor and each subcontractor which the Design-Builder intends to employ in the performance of the work associated with this contract.



Form B-8
LIST OF KEY PERSONNEL

| <u>NO.</u> | <u>POSITION</u> | <u>KEY PERSON</u> | <u>COMPANY</u> |
|------------|-----------------------------|-------------------|----------------|
| 1. | Project Executive | | |
| 2. | Project Manager | | |
| 3. | Deputy Project Manager | | |
| 4. | Design Manager | | |
| 5. | Lead Civil/Track Engineer | | |
| 6. | Lead Structural Engineer | | |
| 7. | Lead Architect | | |
| 8. | Lead Systems Engineer | | |
| 9. | MSF Lead | | |
| 10. | Lead Environmental Engineer | | |
| 11. | Lead Utilities Engineer | | |
| 12. | Construction Manager | | |
| 13. | Quality Manager | | |
| 14. | Safety Manager | | |

NICTD West Lake Corridor Project

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day
of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM C
BUY AMERICA CERTIFICATE

[49 CFR, Part 661]

Buy America - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer, bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals, Bids or offers, including the SOQ, that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer, bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer, bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



FORM D
CERTIFICATE OF PROCUREMENT INTEGRITY

I, _____, am the officer or designated employee responsible for the preparation of this SOQ and offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described below on this certificate, have no information concerning a violation or possible violation of Section 27 (a), (b), (c), or (e) of the FPPA * (41 USC 423) as implemented in the FAR, occurring during the conduct of this procurement.

As required by Subsection 27 (d) (1) (B) of the FPPA, I further certify that each officer, employee, agent, representative, and/or consultant of:

(Insert firm's name)

Who has participated personally and substantially in the preparation or submission of this SOQ and offer, has certified that he/she is familiar with, and complied with, the requirements of Subsection 27(a) concerning any violation or possible violation of the FPPA, pertaining to this document.

List violations or possible violations (enter "NONE" if none exist):

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 101.

Section 27 became effective July 16, 1989

NICTD West Lake Corridor Project

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this
____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM E
CERTIFICATE OF RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of _____ (Proposer) that to the best of his/her knowledge and belief:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awards documents for any and all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction as imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Note: Pursuant to 41 U.S.C. §1352(c) 1-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20____

NICTD West Lake Corridor Project

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM F
ACKNOWLEDGEMENT OF RFQ ADDENDQA

Proposer acknowledges receipt of the following RFQ Addenda issued by NICTD in connection with this Design-Build Procurement:

1. Addendum No. _____ Dated: _____
2. Addendum No. _____ Dated: _____
3. Addendum No. _____ Dated: _____
4. Addendum No. _____ Dated: _____
5. Addendum No. _____ Dated: _____

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this _____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM G
CERTIFICATION REGARDING DEBARMENT

(TO BE SUBMITTED ON BEHALF OF THE PRINCIPAL PROPOSER/OFFEROR AND ALL SUBCONTRACTORS WHOSE SUBCONTRACTS ARE REASONABLY ANTICIPATED TO EXCEED \$25,000.00 IN VALUE.)

1. The undersigned Proposer/Bidder/Offeror/Subcontractor ("Attester") certifies, to the best of its knowledge and belief that:
 - a) The Attester and/or any of its principals or subcontractors:
 - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any federal agency.
 - ii) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; violations of tax, labor and employment, environmental, antitrust, or consumer protection laws and
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph 2 above.
 - iv) The Attester has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
 - b) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
 - c) This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
2. The Attester shall provide immediate written notice to the Authority's Procurement Department if, at any time the Attester learns that its certification was erroneous when submitted or has become

NICTD West Lake Corridor Project

erroneous by reason of changed circumstances.

3. A certification that any of the items in Paragraph A exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certification or provide such additional information as requested by the GCRTA may render the Attester non-responsible.
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph 1. The knowledge and information of an Attester is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in Paragraph 2 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to the GCRTA, the Authority may terminate the contract resulting from this solicitation for default.

(IF THE ATTESTER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH ATTESTER SHALL ATTACH AN EXPLANATION TO THIS CERTIFICATION.)

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this _____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM H
DBE PARTICIPATION FORM AND AFFIDAVIT

This page must be completed by a proposed design-builder.

I HEREBY DECLARE AND AFFIRM that I am the _____ (title) and duly authorized representative of _____ (name of corporation or joint venture) whose address is _____, _____ (phone number).

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the most current federal certification guidelines. I attach information and/or the certification to document this fact.

I also affirm that: I/my firm acknowledges that the goal established for DBE participation in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) is nine and 78/100 (9.78) percent.

The undersigned acknowledges that conformance with said goal will be determined in conformance with applicable federal laws and regulations.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing statements are true and correct, and that I am authorized, on behalf of _____ (name of corporation or joint venture), to make this affidavit.

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20__

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM I
DBE UTILIZATION PLAN

I HEREBY DECLARE AND AFFIRM that I am the _____ (title) and duly authorized representative of _____ (name of design-builder) and that I have personally reviewed the material and facts set forth in and submitted with this DBE Utilization Plan, including all attached letters of intent. The following correctly represents our DBE participation.

| Name DBE Firms and Address | Type of Work to be Performed Contract Amount (In accordance with letters of intent) | DBE Effective ¹ Contract Amount |
|----------------------------|---|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total DBE Credit: \$ _____

Total Contract Price: \$ _____

Percentage of DBE participation in this Project _____%

¹ Effective amount is that portion of the contract amount attributable to a DBE firm as determined in accordance with 49 CFR, Part 26.



AFFIDAVIT OF DESIGN-BUILDER

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned DBE Utilization Plan are true and no material facts have been omitted. The undersigned will enter into formal agreements with all listed DBE firms listed in the DBE Utilization Plan and attached letters of intent for work as indicated and will enter into such agreements within five (5) business days after receipt of the contract executed by the Northern Indiana Commuter Transportation District (NICTD).

The _____ (Design-Builder)
designates the following person as the Manager, Office of Contract Compliance:

(Name – Please Print or Type)

(Phone Number)

I do solemnly declare and affirm under the penalties of perjury that the contents of this document and attachments are true and correct I am authorized on behalf of the above firm, to make this affidavit.

(Name of Design-Builder – Print or Type)

(Authorized Signer Name – Print or Type)

Date

Authorized Signature

State of

Title

County of

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposed therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(SEAL)

(Notary Public)



FORM J
LETTER OF INTENT FROM DBE TO PERFORM
AS A SUBCONTRACTOR, SUPPLIER, AND/OR CONSULTANT

From: _____ (Name of DBE Firm)

To: _____ (Name of Design-Builder) and
the Northern Indiana Commuter Transportation District (NICTD)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the certification agency or NICTD dated _____.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

| Pay Item No./Description | Quantity/Unit Price | Total |
|--------------------------|---------------------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Sub (or Grand) Total: \$ _____

Sub-Contracting Levels

____ % of the dollar value of the DBE's subcontract will be sublet to non-DBE contractors.

____ % of the dollar value of the DBE's subcontract will be sublet to DBE contractors.

NICTD West Lake Corridor Project



NOTICE: If DBE will not be sub-contracting any of the work described in this schedule, a zero ("0") must be shown in each blank above.

NOTICE: If more than ten (10) percent of the value of the DBE's scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule.



**LETTER OF INTENT FROM DBE TO PERFORM A
SUBCONTRACTORS, SUPPLIERS AND/OR CONSULTANT**

The undersigned will enter a formal written agreement for the above work with you as Design-Builder, conditioned upon your execution of a contract with the NICTD, and will do so within five (5) working days of your receipt of a signed contract from the NICTD.

(Signature of Owner, President or Authorized Agent of DBE)

Name/Title (Print)

Date

Phone



**FORM K
DBE UNAVAILABILITY CERTIFICATE**

I, _____ (title) of _____
_____ (Design-Builder/Proposer) certify that on
_____ (date), I contacted the following DBE subcontractor to
obtain a bid/proposal for items to be performed on NICTD's _____
_____ (name of project).

FORM OF BID SOUGHT:

DBE
SUBCONTRACTOR WORK ITEMS SOUGHT

(i.e., Unit Price MATERIAL &
LABOR, LABOR ONLY ETC.)

To the best of my knowledge and belief, said DBE subcontractor was unavailable for work on this project or unable to prepare a bid/proposal for the following reason(s):

Signature: _____ Title: _____ Date: _____

NICTD West Lake Corridor Project



To: _____ (Design-Builder/Proposer)

From: _____ (DBE Contractor/Subcontractor)

My firm _____ was offered an opportunity to bid on
_____(identified work) by
_____(Design-Builder/Proposer) on _____(date).

The above statement is a true and accurate account of why I did not submit a bid/proposal on this project.

(Signature of DBE Contractor/Subcontractor)

(Date)



FORM L
NONDISCRIMINATION CERTIFICATION

In connection with the execution of this Contract _____ (the “Design-Builder”) agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or physical, and/or mental handicap. The Design-Builder will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their race, religion, color, sex, age, national origin, or physical, and/or mental handicap.

Such actions shall include, but are not limited to: recruitment, hiring, advertising, employment, upgrading, demotion, transfer, layoff, discipline, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Design-Builder is required to file an Affirmative Action (AA) program with any federal, state, or local agency, the Design-Builder assures Northern Indiana Commuter Transportation District (“NICTD”) that it is in full compliance with such filing requirements. The Design-Builder agrees to comply with all federal and state laws, regulations, and circulars relating to the aforementioned topics including but not limited to regulations promulgated by the State of Indiana Civil Rights Commission, the U.S. Equal Employment Opportunity Commission, and the Federal Transit Administration. All such laws, rules, regulations, and circulars are understood to be incorporated into this Contract by reference.

The Design-Builder is also required to submit to NICTD a copy of their EEO program and policy before this contract can be executed.

Date

Authorized Signature

Title

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposed therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(SEAL)

NICTD West Lake Corridor Project

(Notary Public)



FORM M
DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY
(Revised June 1990)

1. _____ (the "Design-Builder") certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Design-Builder's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph a.;
 - d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant or cooperative agreement, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying NICTD in writing within ten (10) calendar days after receiving notice under subparagraph d. 2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working unless NICTD has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected cooperative agreement.

**DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY**

(Revised June 1990)

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d. 2., with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the Federal, state, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a., b., c., d., e., and f.
2. The Design-Builder's headquarters is located at the following address. The addresses of all workplaces maintained by the Design-Builder are provided on an accompanying list.

Name of Design-Builder:

Address:

City:

County:

State:

Zip Code:

(Signature of Authorized Official)

(Title of Authorized Official)

(Name of Design-Builder)

(Date)



FORM N
CERTIFICATE OF QUALIFICATION

I, _____, as owner, partner or designated contracting representative for _____, hereinafter referred to as “Short-Listed Proposer” (“Proposer”) hereby certifies to all of the following conditions:

A. The Proposer has at least _____ () years experience in the business of _____ and has previously completed projects of similar size and scope. Provide listing of _____ projects where performed work is equivalent to work proposed: (use reverse side if necessary)

| <u>Location</u> | <u>Industry or Railroad</u> | <u>Reference (Name and Phone)</u> |
|-----------------|---------------------------------|-----------------------------------|
|-----------------|---------------------------------|-----------------------------------|

B. The Proposer is currently performing the following work: (use reverse side if necessary)

| <u>Project Name and Description</u> | <u>Location</u> | <u>Owner</u> |
|-------------------------------------|-----------------|--------------|
|-------------------------------------|-----------------|--------------|

C. The Proposer has reviewed the RFP Procurement Documents and has the requisite skills, machinery and tools, and professional expertise to perform the work in a satisfactory and timely manner, noting in particular the proposed schedule as stated in the Instructions to Proposers.

D. The Proposer has discussed the insurance requirements, noting in particular the Railroad Protective Liability coverage, with its insurance provider and that the Proposer will be able to comply with the requirements within the time frame specified.

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E. The Proposer has read and understands the provisions and requirements of the proposed Design-Build Contract and the general conditions, and is prepared to immediately enter into a contract for this work if found to be the best value proposer through the RFP process.

Date

Designated Contracting Official

Title



**FORM O
NON-COLLUSION AFFIDAVIT**

PROPOSER OR BIDDER: _____

The undersigned proposer or bidder, being duly sworn on oath, says that the undersigned has not, nor has any other member, representative or agent of the firm, company, corporation, or partnership represented by the undersigned, entered into any combination, collusion, or agreement with any person relative to the price to be proposed or bid by anyone at such letting nor to prevent any person from proposing or bidding nor to induce anyone to refrain from proposing or bidding, and that this proposal or bid is made without reference to any other proposal or bid and without any agreement, understanding, or combination with any other person in reference to such proposing or bidding.

The undersigned further says that no person or persons, firms, or corporation has, have, or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such agreement, proposal, bid or sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING PROPOSAL FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated: this ____ day _____, 2019.

PROPOSER: _____

By: _____
Its Duly Authorized Representative

Printed Name and Title

NICTD West Lake Corridor Project

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named _____, who is the _____ (*title*) of _____ (*company*), who acknowledged the execution of the foregoing affidavit, and who, having been duly sworn, stated that the statements contained in the foregoing document are true and correct.

Subscribed and sworn before me this ____ day of _____, 2019.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____



**FORM P
E-VERIFY CERTIFICATE**

STATE OF INDIANA)
) SS:
_____ C O U N T Y)

AFFIDAVIT

The undersigned, being duly sworn upon his/her oath, does state as follows:

1. He/She has personal knowledge of the facts set forth in this Affidavit.
2. That the [name of business] _____ does not knowingly employ any unauthorized aliens, as such terms is defined by Indiana Code §22-5-1.7-9.
3. This Affidavit is made for the purpose of complying with the requirements of Indiana Code §22-5-1.7, *et seq.*

Further Affiant sayeth not.

[name and title]

I affirm, under the penalties for perjury, that the foregoing representations are true to the best of my knowledge and belief.

[name]

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Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM Q
CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

The undersigned certifies under penalties of perjury, pursuant to Ind. Code §5-22-16.5, et seq. that the [name of business] _____ is not engaged in investment activities in Iran (as defined in Ind. Code §5-22-16.5-8). The undersigned further acknowledges that false certification may result in the consequences enumerated in Ind. Code §5-22-16.5-14.

By: Company Official, Partner or Sole Proprietor

Its Duly Authorized Representative

Printed Name and Title

Date _____, 20____

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

My Commission Expires: _____

Signature: _____

My County of Residence Is: _____

Printed: _____

(SEAL)



FORM R
NICTD NON-DISCLOSURE AGREEMENT FOR CONDITIONAL
ACCESS TO SENSITIVE SECURITY INFORMATION

PURPOSE and DEFINITIONS

The Northern Indiana Commuter Transportation District ("NICTD") is releasing a Notice of Request for Qualifications, a Request for Qualifications ("RFQ"), and related procurement documents ("Solicitation") on a new rail project known as the West Lake Corridor Project ("Project").

NICTD is required by law to protect sensitive security information ("SSI"). As used in this Agreement, SSI is that information defined in 49 CFR Part 15 and 1520 but also includes any information not specifically mentioned in Part 15 and 1520 but marked as "Sensitive Security Information" or "SSI". No part of such record may be disclosed to persons without a "need to know", as defined in 49 CFR Parts 15 and 1520. Disclosure may compromise the security of the traveling public, transit employees or transit infrastructure.

Certain pages that are included in the Solicitation documents, specifically certain architectural/engineering and design documents and technical requirements, contain SSI. Potential proposers for this Project that execute this Non-Disclosure Agreement ("Agreement") and agree to be bound by its terms, including potential subcontractors, regardless of whether such potential proposer ultimately submits a Statement of Qualification and/or Proposal on the Project, are considered individuals/entities with a "need to know" this SSI. NICTD reserves the right to evaluate all proposers and team members to confirm they are qualified to access SSI. NICTD desires to conditionally provide the SSI to the undersigned company ("Proposer") for the purpose of evaluating the Solicitation and responding to the Notice of Request for Qualifications and related documents ("Purpose"), provided that the Proposer handles and further restricts the use of such SSI pursuant to the terms contained in this Agreement.

TERMS

Proposer is obligated to protect SSI from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws. Proposer understands and agrees to the following terms and conditions:

1. **Use Restrictions.**
 - a. Proposer will use the SSI only to the extent necessary to accomplish the Purpose.
 - b. Proposer will disclose SSI to its employees, agents or representatives with a "need to know" only as may be necessary to accomplish the Purpose and only on the condition that each such party agrees to be bound by the same restrictions as set forth in this Agreement.

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- c. Proposer may copy or reproduce the SSI only as may be necessary to accomplish the Purpose provided that the reproduced material is marked and protected in the same manner as the original material.

- 2. **Identification of SSI.** Information, drawings or other documentation that have been designated as SSI will contain formal markings as provided by 49 CFR Part 1520.13. If Proposer discovers NICTD solicitation documents that should be considered SSI and are not so marked, Proposer will immediately notify NICTD's Director of Safety and Rules, at the e-mail address below, so that the document can be properly marked and protected. Proposer should treat those documents as if they were SSI until advised otherwise.

[insert contact information for Director of Safety and Rules]

- 3. **Handling SSI.** Proposer is required to take reasonable steps to protect SSI when it is in Proposer's control.
 - a. **Protection.** SSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.
 - b. **Storage.** During working hours, reasonable steps shall be taken to minimize the risks of access by unauthorized personnel. After working hours, SSI shall be secured in a secure container, such as a locked desk, file cabinet or locked room. Electronic documents that contain SSI shall retain password protection not directly associated with that file.
- 4. **Disclosure of SSI.** Proposer agrees not to divulge any SSI that is provided to it pursuant to this Agreement to any third party, unless (i) the disclosure is necessary to accomplish the Purpose, (ii) such third party agrees to be bound by the same restrictions as set forth in this Agreement, and executes a copy of the Agreement, and (iii) Proposer shall be responsible for the proper handling and destruction of such SSI by such third party. If Proposer becomes aware or has reason to believe that any SSI may have been released to any unauthorized person or party, Proposer will immediately notify NICTD's Director of Safety and Rules.
- 5. **Destruction of SSI.** Proposer acknowledges that only the entity chosen as the Design-Builder for the Project has a continuing "need to know" the SSI beyond contract award. Proposer further acknowledges that only the Design-Builder for the Project has a continuing need for conditional access beyond execution of the Design-Build contract. As such, if not awarded the contract, Proposer, and any third parties to whom Proposer divulged SSI, will destroy the SSI completely to preclude recognition or reconstruction of the information immediately following execution of the Design-Build contract. SSI may be disposed of in any manner that prevents unauthorized retrieval. Proposer will certify that all destruction of SSI has occurred at the request of NICTD.
- 6. **Remedies.** Proposer acknowledges that the disclosure or use of SSI in violation of this Agreement shall give rise to irreparable injury to NICTD, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available, the NICTD shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement by the Proposer.

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7. **Governing Law.** Proposer agrees that Indiana law shall govern all matters relating to this Agreement. Any and all actions arising under this Agreement shall be filed and maintained only in the state or federal courts sitting in Porter County, State of Indiana, notwithstanding any state's choice of law rules to the contrary, and the Proposer hereby consents to the exclusive jurisdiction and venue of such courts solely for the purpose of resolution of any such dispute.

NOTICE AND AUTHORIZATION

Proposer agrees to provide an email address to NICTD for implementation of this Agreement and to facilitate the transfer of SSI. NICTD or an authorized representative will send a username, password and link to a secure document sharing site to the email address provided by the Proposer below. All Solicitation documents, including SSI, are posted to the secure document sharing site. All notices regarding the Solicitation through the procurement process will also be delivered to this email address.

Proposer Email Address: _____

Authorized Representatives. Proposer represents that it has all necessary right, power and ability to enter into this Agreement, and that its undersigned representative has all necessary authority to execute this Agreement on its behalf.

PROPOSER (Company) **Name:** _____
 Address: _____

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

END OF DOCUMENT



EXHIBIT NO. 1
GLOSSARY OF DEFINITIONS

The Glossary of Definitions shall apply to the Design-Build Services Procurement undertaken by NICTD for the Rail Project.

Addenda/Addendum: means supplemental written additions, deletions, and modifications to the provisions of the RFQ after the date of advertisement of the RFQ.

Affiliate: means in relation to any Person:

- a. any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that Person;
- b. any Person for which 10 percent or more of the equity interest in that Person is held directly or indirectly, beneficially or of record, by such other Person;
- c. any Guarantor of that Person; or
- d. any Joint Venture involving such Person and any member or partner of such Joint Venture (but only as to activities of such member or partner in its role as member or partner of such Joint Venture).

For purposes of this 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.

Alternative Technical Concept (ATC): has the meaning given to it in Section 2.18 of the RFQ.

Base Technical Concept Drawings: means the drawings for the Rail Project prepared by the Design Criteria Developer, HDR, which are posted on the NICTD SSL Website as noted in Section 2.1 of the RFQ. The NICTD Base Technical Concept Drawings are part of the Design Criteria Package.

Bonds: means the Performance and Labor and Material Payment Bonds required of Design-Builder for the Work to be performed by Design-Builder under the Contract.

Contract or Design-Build Contract: The written agreement between NICTD 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.

Days: means calendar days unless a provision specifies working days.

Design-Build (DB): means a project delivery methodology by which an owner contracts with a

single firm that has responsibility for the design and construction of the Project under a single contract.

Design-Build Contract: means the design-build contract to be entered into between NICTD and Design-Builder.

Design-Build Contract Closeout: means the completion of all of the Design-Builder's Scope of Work as set forth in the Design-Build Contract, and its acceptance by NICTD in accordance with the terms of the Design-Build Contract.

Design-Build Statute(s): means the statutory provisions governing the design-build project delivery system set forth in Indiana Code, § 5-30-1 *et seq.*

Design-Build Team: means the Proposer, the Lead Entity, the Major Participants, and all prime contractors, architectural firms and engineering firms that participate financially as part of a proposing team.

Design-Builder: means the Person selected pursuant to the Procurement that enters into the Design-Build Contract with NICTD to design and construct the Rail Project.

Design-Builder's Scope of Work: means the anticipated scope of work for the Design-Build Contract for the Rail Project as set forth in Exhibit No. 6.

Design-Builder's Scope of Work Substantial Completion: means the date by which the Design-Builders' Work is sufficiently complete in accordance with the Design-Build Contract so that NICTD may use and occupy the Rail Project for the purpose of training and safety-certifying its operations staff.

Design-Builder's Work (Work): means all of the administrative, design, engineering, utility support work, 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, including all efforts necessary or appropriate to achieve final acceptance of the Design-Builder's Scope of Work and to fulfill the Design-Builder's warranties. In certain cases, the term is also used to mean the products of the Work.

Design Consultants: means any firm that holds a design contract requiring it to provide design services for the Rail Project, including, but not limited to, structural, civil, mechanical, electrical, plumbing, or systems engineering services.

Design Criteria Developer: means the licensed architect or registered professional engineer that prepared the Design Criteria Package for the Rail Project.

Design-Criteria Package: means the set of design and construction parameters or requirements that are set out in conceptual plans and specifications that provide information for the Proposer to prepare and submit a proposal in response to the RFP.

Disadvantaged Business Enterprise (DBE): means a for-profit small business concern as defined in 49 CFR Part 26.

Discretion: means, with respect to any Person, the sole and absolute discretion of such Person.

Eligible Surety: means a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

Equity Member: means any Person with a direct equity interest in the Proposer.

Executive Summary: shall have the meaning give to it in Section 9.1 of the RFQ.

FFGA: means a full funded grant agreement executed with the FTA for the Rail Project.

FFGA Approval: means execution of an FFGA by FTA.

Financial Statements: means the Opinion Letter (Auditor's Report) required for those financial statements that are audited, Balance Sheet, Income Statement, Statement of Changes in Cash Flow, and Footnotes, required for those financial statements that are audited.

Former NICTD Staff: means any person previously employed by NICTD who gained any information not generally available to the public regarding this Project that gives, or has the appearance of giving, a material competitive advantage to a proposer.

FTA: means the Federal Transportation Administration.

Guarantor: means a parent company or Affiliate that will provide a guaranty guaranteeing the obligations of the Design-Builder under the Design-Build Contract.

HDR: means HDR Engineering, Inc. of Chicago, Illinois, the Design Criteria Developer for the WLC Project, under contract with NICTD.

IDEM: means the Indiana Department of Environmental Management.

INDOT: means the Indiana Department of Transportation.

Independent Testing Laboratory (ITL): means an engineering/testing firm within the Design-Builder's organization but independent of the Design-Builder's construction management organization with responsibility for administering and managing testing – including design qualification, factory acceptance, construction inspection, installation verification, acceptance, system integration, system readiness, and pre-revenue service – specified in the Contract and the Design-Builder's Quality Management System. The ITL may not be owned in any part or

controlled by any Principal Participant or Guarantor, or any Affiliate of either, or by any construction Subcontractor.

Indiana Finance Authority (IFA): is a body politic and corporate formed pursuant to Indiana Code §5-1.2-3-1 to oversee State Debt issuance and provide effective financing solutions to facilitate State, local and business investment in Indiana and has participated in numerous important economic development activities throughout the State of Indiana.

Information Barriers: means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who himself or herself has consulted or advised on, or otherwise has non-public knowledge of, the Project, this RFQ or the RFP, which barriers are customary and appropriate for the relevant industry of such Person and this Project and which otherwise comply with applicable law (including, as applicable, the requirements set forth in Federal Transit Administration (FTA) Circular 4220.1F and the Federal Common Grant Rules).

Joint Venture: means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and each individual member or partner of such Joint Venture.

Key Personnel: means the Proposer's proposed Project Executive, Project Manager, Deputy Project Manager, Design Manager, Lead Civil/Track Engineer, Lead Structural Engineer, Lead Architect, Lead Systems Engineer, Maintenance, Storage and Facilities ("MSF") Lead, Lead Environmental Engineer, Lead Utilities Engineer, Construction Manager, Quality Manager, Safety Manager as set forth in Exhibit No. 5.

Lead Contractor(s): means the entity(ies) primarily responsible for the overall construction of the Rail Project.

Lead Designer(s): means the engineering or architectural entity(ies) primarily responsible for the overall design of the Rail Project.

Lead Entity: means the lead or primary design-build entity of an individual Proposer or a Proposer's Design-Build Team.

Letter of Intent: has the meaning given to it in Section 9.1 of the RFQ.

Major Participant: means any of the following:

- a) the Lead Construction Contractor(s),
- b) the Lead Designer,
- c) a design consultant or subconsultant that will perform 10% or more of the design work, or
- d) a contractor or subcontractor that will perform work valued at \$10,000,000 or more of the construction work.

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Metra Electric District (Metra): means the Metropolitan Rail system providing commuter rail service in the Chicago, Illinois area, and shall have the meaning given to it in Section 2.1 of the RFQ.

MOT: means Maintenance of Traffic.

NEPA: means the National Environmental Policy Act.

NICTD: means Northern Indiana Commuter Transportation District, the Owner of the Rail Project.

NICTD's Designated Representative: means the individual designated by NICTD from time to time as the point(s) of contact for Proposers during the procurement of the Project. This individual shall initially be the individual identified in the RFQ as the NICTD Procurement Contact.

NICTD Discretion: Any reference to NICTD's "discretion" means NICTD exercising its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

NICTD Procurement Contact: shall be Tony Siegmund, the NICTD Procurement Manager.

NICTD Project Executive: means Michael Noland, the President and CEO of NICTD, or his delegate.

NICTD Project Team: shall have the meaning given to it in Section 2.4 of the RFQ.

Non-Disclosure Agreement (NDA): means the form of agreement to be executed by Proposers and members of the Design-Build Teams, the form of which is attached as Appendix Form R to the RFQ.

Northwest Indiana Regional Development Authority (RDA): is a separate body politic and corporate formed pursuant to Indiana Code § 36-7.5, to foster development in northwest Indiana. The RDA is the exclusive fiscal officer of the Rail Project.

Person: means any individual or a corporation, sole proprietorship, limited liability company, partnership or other legal entity including such person's or entity's permitted successors or assigns.

Price Proposal: means the separate, sealed price proposal to be submitted by the Proposer in response to the RFP. The price proposal is submitted concurrently with the Qualitative Proposal. The Price Proposal is only opened after the TRC has evaluated and scored the Qualitative Proposal, as provided in Indiana Code, §5-30-7-4 of the Design-Build Statute.

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Procurement: Shall mean and refer to NICTD's procurement of the design-build services for the design and construction of the West Lake Corridor Rail Project, being RFP No. 1901, and includes both the RFQ phase and the RFP phase,

Procurement Documents: means the RFQ and all attachments and Addenda thereto, and other information furnished by NICTD for reference or use by Proposers during the RFQ process.

Project: means the WLC Rail Project, and has the meaning given to it in Section 1 of the RFQ.

Project Budget: has the meaning given to it in Section 2.7 of the RFQ, being the adjusted total cost of the Design-Builder's Work, which currently is \$460,450,000.

Project Executive: means the highest placed individual within an organization, entity or public agency that is the designated representative responsible for the Procurement and Rail Project.

Project Information: has the meaning given to it in Section 3.9 of the RFQ.

Project Website: means NICTD's plan room website and any Share File Location set up by NICTD for the Procurement, and any Project-related websites accessible from that website via hyperlink. The Project Website is located at <http://www.nictdplanroom.com>.

Proposal: means the proposal submitted by the Proposer in response to the RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term "Proposal" means the best and final offer submitted by the Proposer, including any revisions thereto.

Proposer: means the entity which submits a Statement of Qualifications in response to the RFQ. The Proposer can be a single entity or a Design-Build Team.

Protest: Shall mean and include any challenge to or relief sought from the NICTD action or decision made in conjunction with or relating to the Procurement that is submitted by an Interested party to the District under this Protest Policy, including, but not limited to, requests for relief from a mistake or error. A Protest is an Interested Party's remedy for addressing perceived wrongs in the procurement process. Proposers under the Procurement are considered to be Interested Parties under the NICTD Protest Policy.

Protest Procedures: means those protest procedures established by NICTD as set forth in the NICTD Protest Procedure for Design-Build Projects, Exhibit No. 4 to the RFQ, and as further described in Section 7 of the RFQ.

Protestor: Shall mean any Interested Party that has submitted a protest to NICTD in connection with the Procurement.

Public Records Act: means the Indiana Access to Public Records Act, as codified at Indiana Code, §5-14-3 et seq.

Qualitative or Technical Proposal: means the proposal submitted by the Proposer in which it

sets out the deliverables required in the RFP and shall include the information requested in the Design Criteria Package, conceptual plans, project description narrative and project schedule. The Design-Build Statute sets out specific requirements in Indiana Code, §5-30-6-5.5.

Quality Assurance (QA): means all the planned and systematic activities implemented within the quality management system that can be demonstrated to provide confidence that all aspects of the Project will fulfill requirements for quality. QA emphasizes actions at a management level that directly improve the chances that QC actions will result in a product or service that meets requirements. QA includes ensuring the project requirements are developed to meet the needs of all relevant internal and external agencies, planning the processes needed to assure quality of the project, ensuring that equipment and staffing is capable of performing tasks related to the project quality, ensuring that contractors are capable of meeting and carrying out quality requirements, and documenting the quality efforts.

Quality Control (QC): means the operational techniques and activities used to assure that various aspects of the Project meet requirements and goals. Generally, QC refers to the act of taking measurements, testing, and inspecting a process or product to assure that it meets specification. It also includes actions by those performing the work to control the quality of the work. Products may be design drawings/calculations or specifications, manufactured equipment, or constructed items. QC also refers to the process of witnessing or attesting to and documenting such actions.

Rail Project: means the NICTD West Lake Corridor Project.

Rail Projects Statute: means the statutory provisions set forth in Indiana Code, §5-1.3-3 and in particular, Indiana Code, § 5-1.3-3-14.

Request for Proposals (RFP): has the meaning given to it in Section 1 of the RFQ.

Request for Qualifications (RFQ): has the meaning given to it in Section 1 of the RFQ.

RFQ Responses: has the meaning given to it in Section 3.5 of the RFQ.

RFQ Documents: has the meaning given to it in Section 1.1 of the RFQ.

Restricted Contact Period: has the meaning given to it in Section 6 of the RFQ.

Restricted Party(ies): means each Proposer, including each of its Team Members, and each of its and their agents and representatives (including Key Personnel).

Selected Proposer: means the Short-listed Proposer that is determined by the TRC to have provided the best value Proposal in response to the RFP, per the evaluation criteria that will be set forth in the RFP.

Share File Location: means that location or part of the NICTD Project Website where Project Documents containing SSI are electronically stored.

Shortlist: means the list of qualified proposers that the TRC and NICTD have evaluated and determined to be the most highly qualified proposers with the capability, capacity and experience necessary to successfully undertake and complete the Design-Build Contract.

Short-Listed Proposer: means a Proposer named on a shortlist of Proposers that the TRC has determined are the most highly qualified potential Design-Builders for the Project, based on an evaluation of SOQs submitted by such Proposers during the RFQ phase. Short-Listed Proposers are eligible to continue with the Procurement in the RFP phase.

SOQ Content Submission Requirements: has the meaning given to it in Section 11 of the RFQ.

SOQ Due Date: means the date and Time on which SOQs in response to this RFQ are due as set out in Section 3.2, as such date may be adjusted from time to time by NICTD in their sole discretion.

South Shore Line (SSL): has the meaning given to it in Section 2.1 of the RFQ.

Sensitive Security Information (SSI): has the meaning given to it in Section 2.14 of the RFQ.

SSI Policy: means the terms and conditions of the NICTD Policy and Procedures on Sensitive Security Information as adopted by NICTD on January 26, 2018

Statement of Qualifications (SOQ): has the meaning given to it in Section 1 of the RFQ.

Stipend: means an amount which NICTD will consider providing to Short-listed Proposers who are not selected at the conclusion of the RFP phase of the Procurement, as defined in Section 3.12 of the RFQ.

Subcontractor: means any trade contractor or other person or entity with whom the Design-Builder subcontracts to provide any part of the Work and all Subcontractors of any tier, suppliers, and material suppliers, whether in privity with Design-Builder, including architects, engineers or other design professionals retained to provide architectural, design, engineering or similar professional services for the Project.

Tangible Net Worth: means the difference between (i) the sum of paid-in capital stock plus preferred stock plus retained earnings, less (ii) the sum of treasury stock plus minority interest plus intangible assets, including goodwill, patents, and licenses, all determined in accordance with Generally Accepted Accounting Principles and as interpreted by the Securities and Exchange Commission in connection with financial statements filed pursuant to the Securities Exchange Act of 1934.

Team Member (or Design-Build Team Member): means any of the following entities:

- A. Proposer;
- B. the Lead Entity;

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- C. a Major Participant; and
- D. any Subcontractor otherwise engaged at the relevant time by the Proposer or a Major Participant in connection with the Design-Build Team put together by a Proposer to submit responses to the RFQ and RFP issued on the Rail Project.

Technical Review Committee (TRC): means the committee appointed by NICTD that will review, evaluate and score the Statement of Qualifications and Proposals as further described in Section 3.2 of the RFQ.

Transmittal Letter: means the cover letter to a SOQ required to be submitted pursuant to the SOQ Content Submission Requirements set out in Section 11.1 of the RFQ and Appendix Form A.

USACE: means the United States Corps of Engineers.

WLC: means the West Lake Corridor and is used in reference to the West Lake Corridor Rail Project.

END OF DOCUMENT

EXHIBIT NO. 2 – WEST LAKE CORRIDOR PROJECT SITE MAP

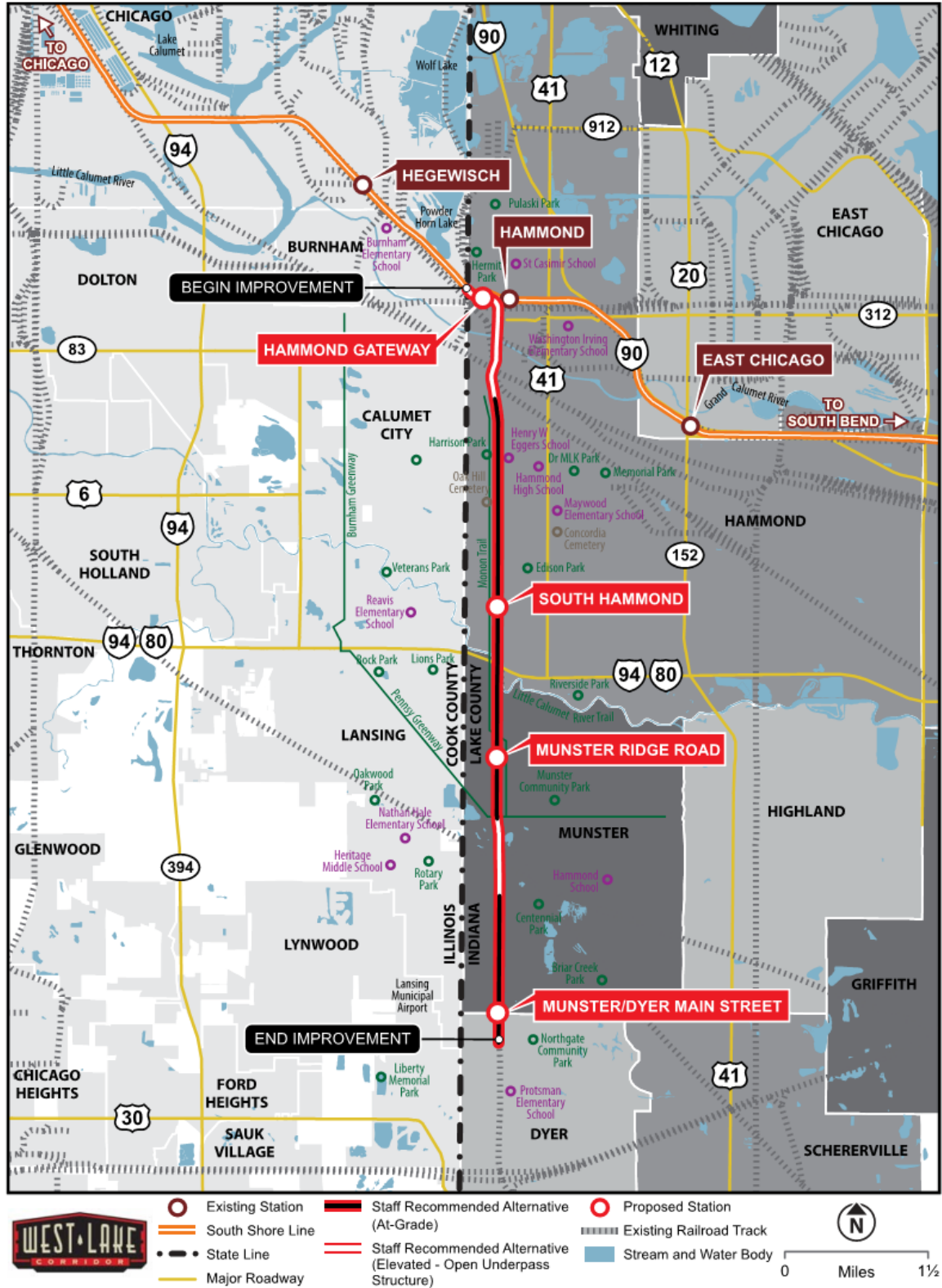




EXHIBIT NO. 3
SOQ SUBMITTAL OUTLINE

| NO. | SOQ COMPONENT | FORM |
|-----|--|--------------------------------|
| | <p><i>RFQ § 4.2: Form of SOQ Submission:</i></p> <p><i>SOQ Submission limited to 50 pages (single-sided) but any exhibits, affidavits or other enclosure information called for the RFQ may be included in an appendix and not count toward the 50 page limit.</i></p> | |
| 1. | <p>General Information (§ 9.2):</p> <p>A. Letter of Intent and Qualifications</p> <p>B. Executive Summary (20 page limit)</p> <p>C. Confidential Contents Index</p> | Form A App A-1 and A-1-a |
| 2. | <p>Proposer and Team Structure and Experience (§ 9.3):</p> <p>A. Proposer</p> <p>B. Major Participants and Other Team Members (13 page limit for (§9.3(a) – (d))</p> <p>C. Proposer and Team Structure</p> <p>D. Relevant Experience and Capacity (15 page limit)</p> <p>E. Proposer Team Summary and Organizational Charts</p> <p>F. Proposer Legal Information</p> <p>1. Legal Issues</p> <p>2. Legal Liabilities</p> <p>3. Legal Proceedings</p> | Form B-8 Form B-1 |
| 3. | Approach to Project (10 pages limit) (§ 9.4) | |
| 4. | <p>Additional Materials and Certifications (§ 9.5):</p> <p><i>Additional Forms to Be Submitted with the SOQ</i></p> <p>A. Information Regarding Proposer and Major Participants</p> <p>B. Eligible Proposer Certification</p> | Form B-2 Form B-3 |

NICTD West Lake Corridor Project

| | | |
|----|---|---|
| | <p>C. List of Design Team Firms</p> <p>D. List of Subcontractors</p> <p>E. List of Suppliers and Vendors</p> <p>F. Certification of Lower Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion</p> <p>G. List of Key Personnel</p> <p>H. Surety Letter (on Surety Letterhead)</p> <p><i>Additional Information Required with SOQ</i></p> <ul style="list-style-type: none"> • <i>Acknowledgement of RFQ Addenda (§9.5)(L))</i> • <i>Non-Disclosure Agreement (§9.5)(X)</i> • <i>Client References (§9.5)(Y)</i> • <i>Other Requested or Required Documents or Materials (§9.5)(Z)</i> | <p>Form B-4</p> <p>Form B-5</p> <p>Form B-6</p> <p>Form B-7</p> <p>Form B-8</p> <p>Letter</p> <p>Form F</p> <p>Form R</p> |
| 5. | <p><i>Certificates Referenced in The SOQ (But Not Submitted) (§ 9.5):</i></p> <p><i>Proposer confirmation of willingness and ability to provide executed originals of the following forms:</i></p> <ul style="list-style-type: none"> • Buy America Certification (§9.5)(I) • Certificate of Procurement Integrity (§9.5)(J) • Restrictions on Lobbying Certificate (§9.5)(K) • Certification Regarding Debarment (§9.5)(M) • DBE Participation Form and Affidavit (§9.5)(N) • DBE Utilization Plan (§9.5)(O) • Letter of Intent from DBE to Perform as a Subcontractor, Supplier and/or Consultant (§9.5)(P) • DBE Unavailability Certificate (§9.5)(Q) • Nondiscrimination Certificate (§9.5)(R) • Drug-Free Workplace Act Certification for a Public or Private Entity (§9.5)(S) • Certificate of Qualification (§9.5)(T) • Non-Collusion Affidavit (§9.5)(U) • E-Verify Affidavit (§9.5)(V) • Certificate Regarding Investment Activities in Iran (§9.5)(W) <p><i>Certifications required if Proposer is shortlisted as a Qualified Proposer to submit a proposal under the RFP.</i></p> | <p>Form C</p> <p>Form D</p> <p>Form E</p> <p>Form G</p> <p>Form H</p> <p>Form I</p> <p>Form J</p> <p>Form K</p> <p>Form L</p> <p>Form M</p> <p>Form N</p> <p>Form O</p> <p>Form P</p> <p>Form Q</p> |

NOTE: As set out in §9.5 of the RFQ, the certifications in Forms C through Q (excluding Forms F and R) included with the RFQ are not required as part of the RFQ submission but

will be required as part of the RFP process. For these later forms and certifications, the Proposer is required, as part of its SOQ submission, to confirm Proposer's willingness and ability to provide an executed original of such forms and certifications if Proposer is selected to submit the RFP Qualitative and Price Proposals and is subsequently selected as the Design-Builder. This confirmation can be included in the Proposer's Letter of Intent and Qualifications or submitted separately as a Federal and State Law Requirements Confirmation.

END OF DOCUMENT



EXHIBIT NO. 4
PROTEST PROCEDURES FOR DESIGN-BUILD PROJECTS

I. PURPOSE

In accordance with FTA requirements, including FTA Circular 4220.1F, NICTD has adopted this Protest Procedure for Design-Build Projects to govern any and all protests relating to any NICTD action or decision made in conjunction with or relating to the Design-Build Procurement of a Design-Build Contract for performance of the Work on the West Lake Corridor Rail Project (“Rail Project”), including the Request for Qualifications (“RFQ”) phase and the Request for Proposals (“RFP”) phase of that procurement.

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ, and Glossary of Definitions attached as Exhibit No. 1 thereto.

A. Exclusive Remedy

This Design-Build Procedure sets forth the exclusive protest remedies available with respect to the Procurement of the Rail Project, including:

1. allegations that the terms of the RFQ and/or RFP are ambiguous, contrary to legal requirements applicable to the procurement, or exceed NICTD’s authority;
2. a determination as to whether a Statement of Qualifications (“SOQ”) and/or Proposal is responsive to the requirements of the RFQ and/or RFP or as to whether an SOQ and/or Proposal passes the pass/fail criteria set forth in the RFQ and/or RFP;
3. short-listing determinations by NICTD and/or the Technical Review Committee (“TRC”); and/or
4. determination of a Selected Proposer by NICTD or the TRC.

B. Definitions

A “Protest” shall mean and include any challenge to or relief sought from a NICTD action or decision made in conjunction with or relating to the Procurement that is submitted by an Interested Party under this Protest Procedure, including, but not limited to, requests for relief from a mistake or error. A Protest is an Interested Party’s remedy for addressing perceived wrongs in the procurement process.

A “Protestor” shall mean any Interested Party that has submitted a protest to the District.

An “Interested Party” shall have the same meaning as set forth in FTA C 4220.1F(b)((1)(a) and in the NICTD Protest Procedure include a party that is an actual or prospective Proposer who has a direct economic interest in the Procurement, including the RFQ and/or the RFP. Subcontractors and subconsultants do not qualify as an “Interested Party”.

“File or Submit” shall mean the delivery of a document to the NICTD Procurement Contact for notification, consideration, and/or action with an effective date defined as the date shown on the date stamp receipt affixed by the NICTD administrative personnel.

II. POLICY AND PROCEDURE

A. Required Early Communication for Certain Protests.

1. With respect to a Proposer Protest concerning the issues described in this Section 1(A)(1), such a Protest may be filed only after Proposer has informally discussed the nature and basis of the Protest with NICTD, following the procedures prescribed in this Section II(A).
2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the NICTD Procurement Contact at the address specified in Section 3.5 of the RFQ.
3. The written request shall include an agenda for the proposed one-on-one meeting. NICTD shall meet with the Proposer as soon as practicable to discuss the nature of the allegations.
4. If necessary to address the issues raised in a Protest, NICTD may, in its sole discretion, make appropriate revisions to the RFQ or RFP Procurement documents by issuing addenda.

B. Deadlines for Protests.

1. Protests concerning the issues described in Section I(A)(1) must be filed as soon as the basis for the protest is known, but no later than twenty (20) calendar days prior to the SOQ Due Date (for issues regarding the RFQ), or no later than the twenty (20) days prior to the Proposal Due Date (for issues regarding the RFP), unless the Protest relates to an addendum to the RFQ and/or RFP, in which case the Protest must be filed no later than five (5) business days after the applicable addendum is issued.
2. Protests concerning the issues described in Section I(A)(2) must be filed no later than five (5) business days after receipt of (i) the applicable notification of non-responsiveness, or (ii) the applicable notification that an SOQ and/or Proposal has failed any of the pass/fail criteria set forth in the RFQ and/or RFP.
3. Protests concerning the issues described in Section I(A)(3) must be filed no later than ten (10) calendar days after the earliest of the notification of the Short-List and the public announcement of the Short-List at the end of the RFQ phase.

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4. Protests concerning the issues described in Section I(A)(4) in connection with the RFP, must be filed no later than ten (10) calendar days after the announcement by the TRC of its recommendation for the Selected Proposer for execution of the Design-Build Contract.
5. Protests submitted past the deadlines set forth in this Section II(B) shall be deemed to be waived, and the Protestor shall be deemed to have waived all further rights to protest.
6. In computing any period of time prescribed by the Protest Procedures, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document or notice received after the close of regular business hours (8:00 a.m. to 5:00 p.m. CST) shall be deemed received the following Business Day.
7. Any Protest based on the form or content of the Procurement Documents, which is or should have been apparent prior to the date established for submittal of the SOQ or Proposal, as applicable, will not be considered where the Protestor had the opportunity to address its concerns through the submission of questions and requests for clarifications process allowed in the Procurement.
8. In no event will a Protest be considered if all SOQs or all Proposals are rejected or if the Protest is received after award of the Design-Build Contract.

C. Content of Protest.

1. Protests shall be in writing. No oral objections shall be considered.
2. Protests shall completely and succinctly state the grounds for protest, its legal basis, and its factual basis, and shall include
 - a) The name, street address, email address and phone number of the Protestor;
 - b) The name of the Project, the RFQ and/or the RFP and the Procurement number for which the Protest is submitted;
 - c) A detailed statement of the specific factual and legal grounds for the Protest and any supporting legal and/or factual documentation, including Procurement Document references if applicable, to establish the merits of the Protest;
 - d) A brief statement of the relief requested; and
 - e) Shall be sworn and submitted under penalty of perjury.
3. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should be concise, logically arranged and clear.
4. If the Protestor believes that the protest contains proprietary material which should be withheld, a statement advising of this fact, and the reason therefor, must be affixed to the

front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

D. Filing of Protest.

1. Protests shall be filed by hand delivery on or before the applicable deadline to the NICTD Procurement Contact designated in Section 3.5 of the RFQ with a copy to the NICTD CEO at 33 E. US Highway 12, Chesterton IN 46304.
2. For any protests filed after the SOQ with respect the RFQ phase, and/or Proposal Due Date with respect to the RFP phase, the Protestor filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the NICTD Procurement Contact.

E. Comments from Other Proposers.

With respect to Protests filed pursuant to Section D(2), other Proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of receiving notice of the filing of the protest. NICTD will promptly forward copies of all such statements to the Protestor who filed such protest. Any statements shall be sworn and submitted under penalty of perjury.

F. Burden of Proof.

The Protestor shall have the burden of proving its Protest by clear and convincing evidence. NICTD may, in its sole discretion, discuss the protest with the Protestor and other Proposers. No hearing will be held on the Protest. The Protest shall be decided on the basis of written submissions only.

G. Decision on the Protest.

1. If NICTD determines that a Protest submission is timely, complete and meritorious, the Protestor's relief shall be limited to the NICTD decision and recommended course of action. The Protestor shall not be entitled to any monetary relief, including, but not limited to, any expectancy damages and bid and/or proposal preparation costs.
2. NICTD shall issue a written decision regarding the Protest within thirty (30) calendar days after the filing of the detailed statement of Protest. If necessary to address the issues raised in a Protest, NICTD may, in its sole discretion, make appropriate revisions to the RFQ or RFP by issuing an addendum.
3. Any written decision of NICTD that is not within the permitted scope of FTA review as provided in FTA Circular 4220.1F shall be final and non-appealable.

H. Appeal of NICTD's Decision

1. If the decision regarding the Protest rendered by NICTD is deemed to be adverse by the Protestor, the Protestor may file an appeal with the FTA to the extent permitted, and in accordance with, the FTA requirements contained in FTA Circular 4220.1F. Protester must provide NICTD with a copy of any appeal filed with FTA on the same day of such filing. The copy of the appeal shall be delivered to the NICTD Procurement Contact, with a copy delivered to the NICTD CEO at 33 E. US Highway 12, Chesterton IN 46304.
2. The FTA review on appeal shall be limited to: (1) the alleged failure of NICTD to have or follow a written protest procedure; or (2) a violation of federal law or regulation.
3. No protest may be filed with the FTA later than five (5) days after a final decision by NICTD under the Protest Procedure. As used in the preceding sentence, “filed” refers to the date of receipt by FTA and “days” refers to working days of the Federal Government.
4. A Protestor must exhaust all remedies with NICTD as provided herein before pursuing an appeal with the FTA.

I. Protestor's Payment of NICTD's Costs.

If a Protest is denied, the Protestor shall be liable for NICTD's costs reasonably incurred to defend against or resolve the Protest and any subsequent appeal to the FTA, including legal and consultant fees and costs, and any unavoidable damages sustained by NICTD as a consequence of the Protest.

J. Rights and Obligations of Proposers.

Each Proposer, by submitting its SOQ, acknowledges that it has reviewed and acquainted itself with the Protest Procedure herein, agrees to be bound by such Protest Procedure as a condition of submitting an SOQ and/or Proposal and expressly recognizes and agrees to the limitation on its rights to protest provided in this Protest Procedure, and expressly waives all other rights and remedies that may be available to Proposer under law. The Protestor shall not be entitled to any monetary relief, including, but not limited to, any expectancy damages and bid and/or proposal preparation costs.

END OF DOCUMENT



EXHIBIT NO. 5
LIST OF DESIGN-BUILD TEAM
KEY PERSONNEL REQUIREMENTS

The Design-Build Team's key personnel are required to have experience on projects of a similar size, scope, and complexity as NICTD's West Lake Corridor (WLC) Rail Project, as well as meet the following qualifications and skills:

Project Executive: Will be designated at the discretion of the Design-Build Team and must have the authority to represent, make decisions for, and oversee the performance of the executed Design-Build Contract with NICTD. The Project Executive shall have a minimum of 20 years demonstrated experience in the design and construction of major rail and/or transit infrastructure projects. In addition, Design-Build experience and experience working on FTA funded projects is required. This individual shall also have a demonstrated skill set in budget development and compliance with State and Federal funding sources.

Project Manager (PM): Shall have a minimum of 15 years demonstrated experience in the design and construction of major rail and/or transit infrastructure projects, including projects with similar environmental and community sensitive issues as the WLC Rail Project. The PM shall also have demonstrated experience managing work with similar scopes and compressed timelines as this Project. Such experience shall include at least one commuter or freight rail project with a construction value in excess of \$250,000,000. The PM shall have Design-Build experience and experience working on FTA funded projects. Someone with a Professional Engineering (PE) license and/or a Project Management Professional (PMP) is also required.

Deputy Project Manager (DPM): Shall have a minimum of 10 years demonstrated experience in the design and construction of major rail and/or transit infrastructure projects, serving in a Project Manager, Deputy Project Manager, or Lead Designer/Construction Manager role. Such experience shall include at least one commuter or freight rail project with a construction value in excess of \$100,000,000. The DPM shall also have Design-Build experience, as well as experience working on FTA funded projects. Someone with a Professional Engineering (PE) license and/or a Project Management Professional (PMP) is required.

Design Manager: The Design Manager shall be a licensed Professional Engineer in the State of Indiana, with a minimum of 15 years demonstrated experience in managing the design of multi-disciplinary railroad infrastructure projects of similar scopes and complexities to the WLC Rail Project. The Design Manager shall have Design-Build experience and be familiar with working on FTA funded projects. Such experience shall include at least one commuter or freight rail project with a construction value in excess of \$100,000,000. This individual shall also demonstrate a strong foundation in railroad track, structures, signal, and other railroad systems design, as well as a familiarity with designing stations, platforms, and other ancillary railroad facilities. The Design

Manager shall also be well versed in AREMA and FRA standards, as well as have some State and local knowledge of the laws, codes, and regulations that will apply to the WLC Rail Project.

Lead Civil/Track Engineer: Shall be a licensed Professional Engineer in the State of Indiana and demonstrate a minimum of 10 years' experience in railroad design, construction, and maintenance, with a focus on civil and track infrastructure. The Lead Civil/Track Engineer shall be well versed in AREMA and FRA track standards and have demonstrated experience with both drainage and retainage of the roadbed. Project experience with special trackwork and at-grade crossings shall also be demonstrated.

Lead Structural Engineer: Shall be a licensed Professional Engineer in the State of Indiana, with a minimum of 10 years demonstrated experience in railroad bridge design and construction. A working knowledge of AREMA bridge design standards (specifically Chapters 8 and 15), as well as demonstrated experience with steel and concrete superstructures including deep foundations shall be shown. Experience with shoring and retaining wall design and construction, as well as building foundations shall also be demonstrated.

Lead Architect: Shall be a registered Architect in the State of Indiana, with a minimum of 10 years demonstrated experience as an architectural designer and/or lead architect. A demonstrated record working on rail and/or other transit infrastructure projects, including the design and construction of stations, platforms, and other ancillary facilities is required. A familiarity with IBC and ADA guidelines and standards is also a requirement.

Lead Systems Engineer: Shall be a graduate or professional engineer with a minimum of 10 years demonstrated experience in railroad system design and integration. Systems includes railroad signals, traction power, communications, and fiber optics. The Lead Systems Engineer shall be well versed in AREMA and FRA rules and regulations. The Lead Systems Engineer shall also have a working knowledge of Positive Train Control (PTC) and the federal mandate that all NICTD designs must comply with. Demonstrated experience with the design, troubleshooting, and testing of signal circuits, interlocking, and highway-railway grade crossing warning systems shall be shown. A minimum of a bachelor's degree in electrical engineering, electrical engineering technology, or equivalent degree is required; a Professional Engineering license is also strongly preferred.

Maintenance, Storage and Facilities ("MSF") Lead: Shall be a licensed Professional Engineer or Registered Architect in the State of Indiana, with a minimum of 10 years demonstrated experience in railroad facility design and construction. The MFS Lead shall have demonstrated prior experience managing and leading other rail and/or transit maintenance and storage facility projects similar in size, scope, and complexity to the WLC Rail Project. An Industrial and/or Mechanical engineering background is preferred, with a working knowledge of typical railroad shop operations and vehicle maintenance requirements. An understanding of AREMA, IBC, ADA, OSHA, and other Life Safety requirements shall also be shown.

Lead Environmental Engineer: Shall be a licensed Professional Engineer in the State of Indiana, demonstrating a minimum of 10 years' experience performing environmental monitoring and mitigation activities on other major rail and/or transit infrastructure projects. A strong

understanding of the National Environmental Policy Act (NEPA) is a must. Someone who is Board Certified in Environmental Engineering by the American Academy of Environmental Engineers and Scientists is also highly desired.

Lead Utilities Engineer: The Design-Builder shall employ a Lead Utilities Engineer who is responsible for all utility coordination efforts on the Project. The Lead Utilities Engineer will work with impacted utility owners to plan and coordinate the relocation of facilities, negotiate relocation agreements, determine temporary and permanent easement requirements, and coordinate these activities with both NICTD's construction management team, as well as other selected contractors. This coordination effort also includes overseeing the review of utility designs for compliance with Project requirements. This individual will be interacting with local stakeholders such as municipalities and public works departments, private gas, electric, and fiber utility companies, and any other interested parties as required. Direct experience with these local public and private utility companies within the Project corridor is considered an asset. The Lead Utilities Engineer shall possess a minimum of 10 years' experience on similar large, complex transit/transportation projects. A background in either civil engineering or construction management is required. Also, registration as a Professional Engineer in the State of Indiana and/or Certification as a Project Management Professional (PMP) is highly desirable.

Construction Manager: The Construction Manager shall be a licensed Professional Engineer in the State of Indiana, with a minimum of 15 years demonstrated experience in managing the construction of multi-disciplinary railroad infrastructure projects of similar scopes and complexities to WLC Rail Project. The Construction Manager shall have Design-Build experience and be familiar with working on FTA funded projects. Such experience shall include at least one commuter or freight rail project with a construction value in excess of \$100,000,000. This individual shall also demonstrate a strong foundation in railroad track, structures, signal, and other railroad systems construction, as well as a familiarity with constructing stations, platforms, and other ancillary railroad facilities. The Construction Manager shall also be well versed in AREMA and FRA standards, as well as have some State and local knowledge of the laws, codes, and regulations that will apply to WLC Rail Project. In addition, the Construction Manager's experience shall demonstrate a strong background in project phasing, maintaining existing operations and traffic, environmental sensitivity and mitigation, and utility coordination and relocation. Certification as a CCM (Certified Construction Manager) is also highly desirable.

Quality Manager: Operating independently of their Design and Construction functions, the Design- Builder shall employ a Quality Manager who is a Certified Manager of Quality/Organizational Excellence (CMQ/OE) with a minimum of 15 years demonstrated experience working on major rail and/or transit infrastructure projects in a Quality Assurance/Quality Control capacity. Experience must include at least five (5) years in a position having the authority to define, execute, or control projects/processes and to be responsible for their outcome. Experience must include the preparation, review, and implementation of Quality Management Systems that include quality standards for all phases and levels of design and construction activities. Familiarity with the FTA's Quality Management System Guidelines and the 15 essential elements of a good quality program shall be demonstrated. Familiarity with ISO 9000 series quality management principles is also highly desirable. A track record of performing

quality audits both in the office and out in the field, as well as managing non-conformance and corrective action activities shall be demonstrated.

Safety Manager: Coordinating with NICTD's Safety & Rules Department and reporting to NICTD's Employee in Charge (EIC) during construction, the Design-Builder shall employ a Safety Manager with 15 years demonstrated experience working in a railroad and/or transit infrastructure environment, with a minimum of five (5) years implementing and leading safety programs for commuter and/or freight rail infrastructure projects. The Safety Manager shall be a Certified Safety Professional (CSP) and hold a current 30-hour card for OSHA Construction. Industry safety practices and regulatory experience with the FRA, NIOSH, OSHA, and Uniform Fire and Building Codes shall also be demonstrated. In addition, a familiarity with EPA noise rules and the use of fall protection for railroad bridge work, as well as a working knowledge of the newly proposed rail safety regulations under implementation by the FTA and their MAP-21 and FAST Act initiatives shall be shown.

END OF DOCUMENT



EXHIBIT NO. 6
DESIGN-BUILDER'S SCOPE OF WORK

The Design-Builder's Scope of Work comprises the design and construction, commissioning and testing of new railroad infrastructure improvements, including all track elements, stations, support facilities, sitework and systems as defined in NICTD's Final Environmental Impact Statement and Record of Decision ("FEIS" and "ROD"). The Project is an approximate 8-mile extension of NICTD's existing South Shore Line ("SSL"). The FEIS and ROD includes NICTD's base technical concept for this Project. Engineering drawings can be found in Appendix E of the FEIS and ROD conveying NICTD's base technical concept.

NICTD reserves the right to modify the base technical concept prior to issuance of the RFP. NICTD is also currently developing the Technical Provisions ("Specifications") for this Project, which will further define the Design-Builder's Scope of Work. These Technical Provisions will be shared with the Short-Listed teams as a part of the Request for Proposal (RFP) phase. An online copy of NICTD's Final EIS and ROD can be found on the Web at: <http://www.nictdwestlake.com/resources/>.

The new railroad infrastructure improvements, which are a part of the Design-Builder's Scope of Work, are further defined as follows:

A. Guideway & Track Elements:

- Approximately 8 miles of ballasted mainline track
- Includes over 4 miles of at-grade exclusive right-of-way
- Over 1 mile of aerial structure, including 2 river bridges and bridges over freight operating railroads (CSX, NS, IHB, and CN)
- CSX bridge over the entrance roadway at the Munster Dyer Station
- Guideway on retained fill
- Special trackwork (switches, turnouts)
- A temporary shoofly track for the CSX during construction
- Railroad/roadway at-grade crossing panels
- Siding track and right-of-way access road(s)
- Track vibration dampening at select areas

B. Stations, Stops, Terminals, Intermodal

- Four (4) new stations, including two (2) in Hammond, one (1) in Munster, and (1) one the Munster/Dyer border.

- *Hammond Gateway Station* – The northern terminus of the new West Lake Corridor Line. Includes the ability to transfer between the existing SSL and West Lake. Includes a 6-car elevated platform for the West Lake Corridor extension and an 8-car at-grade platform for the existing SSL. Station features include warming shelters, a depot building, and passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *South Hammond Station* – At 173rd Street and Lyman Avenue in Hammond, includes a 6-car at-grade platform including warming shelters and a passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *Ridge Road Station* – At Ridge Road and Manor Avenue in Munster, includes a 6-car at-grade platform including warming shelters and a passenger vehicle parking lot (including ADA spaces and kiss-and-ride).
- *Munster/Dyer Station* – The southern terminus of the new West Lake Corridor extension. On the Munster/Dyer border west of the Sheffield Avenue/Main Street intersection and east of the existing CSX track, includes a 6-car at-grade platform with warming shelters. Station features also include a depot building, grade separated pedestrian tunnel, grade separated driveway entrance with a pedestrian bridge over it, two passenger vehicle parking lots (with ADA spaces and kiss-and-ride), and an on-site pumping station.
- Work also includes demolition of the existing NICTD Hammond Station platforms and gauntlet tracks near Gostlin Street and Hohman Avenue, as well as realigning the existing SSL mainline tracks in order to connect with the proposed West Lake Corridor extension at SSL milepost 69.2.

C. Support Facilities: Yards, Shops, Admin. Buildings

- Work includes a new Yard and Shop in north Hammond, with ballasted yard track for storing NICTD's Electric Multiple Unit (EMU) fleet, as well as a two-story maintenance and administration building for performing various light and heavy EMU repair activities. The maintenance/administration building includes employee welfare facilities (offices, locker rooms, washrooms, etc.) for NICTD's proposed staff.
- Other site features include a vehicle car wash building for cleaning the exteriors of trains, an outdoor bulk storage area for warehousing various railroad materials and EMU components, paved parking areas for employees and visitors, a loading dock for shipping and receiving functions, site access roads with security fencing around the perimeter of the yard including entrance gates, and on-site stormwater detention.

D. Sitework & Special Conditions

- Clearing and Grubbing/Earthwork
- Utility Relocation (storm, sewer, water, gas, and underground fiber and electric)
- Contaminated soil removal/mitigation and associated groundwater treatments
- Environmental compliance and mitigation related to wetlands, historic/archeologic issues, and parks.
- Retaining walls and sound walls
- Pedestrian/bike access and landscaping
- All temporary facilities required during construction

E. Systems

- Train control and signals (including PTC compliance and interoperability with the existing SSL and Metra)
- Traffic signals and crossing protection for eleven (11) at-grade roadway crossings. Includes traffic signal preemption and four quadrant gates as required.
- Two (2) proposed traction power substations
- Communications (fiber optic, passenger information systems, etc.)
- Fare collection system and equipment
- Overhead catenary system over all tracks
- Central Control (back-office dispatching system integration)

All lengths and quantities are approximate and subject to change and require the Design-Builder's verification and determination of actual quantities and measurements.

In addition, with respect to permitting and utilities, the Design-Builder's Scope of Work includes:

Permitting:

Upon award, the Design-Builder will be responsible for obtaining all Rule 5 stormwater permits, as well as any modifications required for the Section 404 permit through the United States Army Corp of Engineers ("USACE") and the Section 401 permit through the Indiana Department of Environmental Management ("IDEM").

The Design-Builder will be responsible for obtaining and maintaining all regulatory, environmental, and other permits and approvals (including any permit modifications) to design and construct the Rail Project, including the foregoing permits. The Design-Builder's responsibility will include compliance with all National Environmental Policy Act ("NEPA") commitments for mitigation and monitoring as set forth in the NEPA documents, as well as all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Design-Builder will finalize all permit applications based on its proposed design and obtain final permits from all of the permitting agencies, including taking responsibility for any changes in permits or permit conditions arising out of the Design-Builder's design. NICTD will assist the Design-Builder in its coordination with environmental regulatory and permitting agencies. The Design-Builder shall also be responsible for submitting Maintenance of Traffic ("MOT") plans to the various required entities for review and approval including the affected municipalities and/or INDOT. In addition, regarding building structures, the Design-Builder shall coordinate all of its designs with the Indiana Department of Homeland Security - Division of Fire and Building Safety.

NICTD is in the process of drafting and executing Memoranda of Agreements (MOAs) with the affected municipalities. These MOAs will further define what is required of the Design-Builder for submission and/or coordination with the various municipalities in the RFP.

The Design-Builder will not be responsible for any issues arising from the potential listing of the *Danaus plexippus* (Monarch Butterfly) on the Threatened or Endangered Species list.

Utilities:

Generally, all aerial utilities will be relocated by the private utility companies affected by the Project and all underground utilities shall be relocated by the Design-Builder. If there are any exceptions to this, the Design-Builder will be notified during the RFP phase. The Design-Builder will be responsible for coordination with NICTD and assisting NICTD in the completion and finalization of utility agreements, as well as compliance with such utility agreements already executed during the term of the Design-Build Contract. The RFP will provide further details regarding these agreements, utility relocations/adjustments, and the responsibilities thereof.

Drawings Reference:

As previously mentioned, additional information regarding the Scope of Work can be found in NICTD's Base Technical Concept Drawings prepared by its Design Criteria Developer, HDR Engineering, Inc. ("HDR").

Scope Exclusions:

NICTD will separately furnish all rolling stock for the Project, once WLC is ready to commence revenue service. NICTD will self-perform the rehabilitation of vehicles through an in-house End of Life ("EOL") Program. Therefore, the Design-Builder shall not be considered responsible for the procurement of any revenue or non-revenue vehicles (or associated materials) affiliated with the Project. In addition, NICTD has already procured a third party consultant to assist with real estate acquisition, as well as the demolition and remediation of any acquired properties. These additional items are also considered exclusions from the Design Builder's Scope of Work. Lastly, NICTD is subject to the Surface Transportation Board pursuant to the Interstate Commerce Commission Termination Act of 1995 ("ICCTA") and because of this is preempted from local permitting requirements.

NOTE: Notwithstanding the above, NICTD still complies with Federal and State building codes and intends to be a good neighbor and coordinate with the affected communities when it comes to allowing them to perform inspections on building structures. The Design-Builder will be required to coordinate all building inspection work with the municipalities and other interested parties, as appropriate. However, all formal building permit requirements and application fees shall be considered waived and excluded from this Scope of Work.

END OF DOCUMENT