

**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
OFFICE OF PUBLIC-PRIVATE PARTNERSHIPS
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HARRISBURG, PA 17120**

REQUEST FOR QUALIFICATIONS

IN RELATION TO

**AMTRAK STATION IMPROVEMENT PROJECT
KEYSTONE CORRIDOR – MIDDLETOWN STATION**

**THROUGH A
PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT**

ISSUED: SEPTEMBER 12, 2016

STATEMENT OF QUALIFICATIONS DUE DATE: DECEMBER 16, 2016

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EXECUTIVE SUMMARY

Introduction

On behalf of the Commonwealth of Pennsylvania (“Commonwealth”), the Pennsylvania Department of Transportation (“PennDOT”) is pleased to invite interested teams to submit a Statement of Qualifications (“SOQ”) for this Request for Qualifications (“RFQ”) to deliver a solution that supports transit-oriented development on the Keystone Corridor in Middletown, PA.

The Project will consist of:

- Developing, designing, constructing, financing, operating, and maintaining parking facilities for a minimum of 400 parking spaces for transportation use on all or part of the approximately 8.38 acres of PennDOT-owned property near the intersection of Ann Street and W. Main Street (Pennsylvania Route 230 [PA 230]) ;
- The potential for a new commercial development, as a Joint Development, that complements the parking facility and newly relocated AMTRAK Middletown Station on the remainder of the 8.38 acres, which may include a hotel and business and/or residential facility, and will be governed by a land lease;
- Maintaining the new AMTRAK Middletown Station (constructed by others);
- Design/Constructing an extension of Emaus Street (maintained by others); and
- Design/Constructing a pedestrian bridge over PA 230 (maintained by others).

The successful team will work with PennDOT under a Public-Private Transportation Partnership Agreement (“PPA”).

Procurement Process

PennDOT will use a two-step process to select the Development Entity. This RFQ is the first step. PennDOT will evaluate the SOQs that are received in response to this RFQ and intends but is not bound to short list up to four (4) selected firms (each a “Short-listed Proposer”) in accordance with the procedures and evaluation criteria described in Part A, Section 6, of this RFQ and the Guidelines.

In the second step, PennDOT intends to invite the Short-listed Proposers to submit proposals (“Proposals”) in response to a Request for Proposals (“RFP”) and to select one of the Short-listed Proposers in accordance with the criteria and procedures set forth in the RFP. The selected Short-listed Proposer will become the Development Entity upon execution of the PPA.

All firms responding to this RFQ (each a “Proposer”) are subject to the instructions herein and are cautioned to completely review the entire RFQ and to follow the instructions carefully. Addenda that may become necessary during the RFQ process (each an “Addendum”) will be posted to the Project Website and on the Department of General Services eMarketplace website (www.emarketplace.state.pa.us), and each such Addendum will become a material part of this RFQ as though set forth herein. Proposers who fail to respond to this RFQ or who are not short-listed cannot participate in the RFP process and are ineligible for award of the PPA.

Each Proposer shall be fully responsible for the accuracy and completeness of its RFQ submission and if selected pursuant to the RFP, for all work performed and shall hold the Commonwealth harmless and be fully liable for any additional costs and all claims against the Commonwealth that may arise due to errors, omissions, and negligence of such Proposer or its subcontractors in performing the work. Each Proposer shall certify its RFQ response and any required plans, specifications, estimates, and engineering data

furnished by such Proposer team to PennDOT and shall validate that such responses, plans, specifications, estimates, and engineering data are in compliance with Commonwealth and federal regulations.

This RFQ does not commit or bind PennDOT to enter into a contract or proceed with the procurement described herein. PennDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ or any subsequent RFP. All such costs shall be borne solely by each Proposer.

PART A

BACKGROUND AND INSTRUCTIONS

1 KEY DEFINITIONS

Some of the key terms that are used in this Request for Qualifications (RFQ) are defined in this section. The other key terms that are used in this RFQ are defined in the RFQ or have the standard industry or commercial meaning.

Commercialization Activity: Optional retail, lodging, or other service and/or facility developed and managed by the Development Entity on the Site.

Development Entity: Short-listed Proposer that is selected by the Pennsylvania Department of Transportation (PennDOT or Department) following the Request for Proposal (RFP) process. The Short-listed Proposer becomes PennDOT's private-sector partner for the Project under the Public-Private Transportation Partnership Agreement (PPA).

Joint Development: Public transportation project that:

- Is integrally related to and often co-locates with commercial, residential, mixed-use, or other non-transit development;
- May include partnerships for public or private development associated with any mode of transit system that is being improved through new construction, renovations, or extensions; and
- May include intermodal, intercity bus and rail facilities, transit malls, or historic transportation facilities.

Key Personnel: Individuals listed in Appendix B, Section 3.

Major Team Members:

- Proposer; and
- Entity with whom the Proposer contracts for Required Project Services solely to the extent the Proposer does not perform the Required Project Services in whole or in part.

Proposed Guarantor: Entity that provides a guarantee in support of a Major Team Member's participation in the delivery of the Project.

Public-Private Transportation Partnership Agreement (PPA): Contract between a public agency (PennDOT) and a private-sector entity in which the partners share skills and assets to deliver services or facilities to the public.

Required Project Services:

- Develop, design, construct, finance, operate, and maintain parking facilities that provide a minimum of 400 parking spaces for transportation use;
- Design/Construct Emaus Street extension (maintained by others);
- Design/Construct pedestrian bridge over Pennsylvania Route 230 (PA 230) (maintained by others);

Transit-Oriented Development: Mixed-use residential and commercial area integrated into a walkable neighborhood and close to public transportation.

2 PROJECT DESCRIPTION

2.1 Overview

The Keystone Corridor is a 349-mile (562 km) railroad line between Pittsburgh and Philadelphia, PA. AMTRAK currently runs two services that include the Keystone Corridor: the Keystone Service (or Keystone Line), which runs from Harrisburg to Philadelphia to New York City, and the Pennsylvanian, which runs from Pittsburgh to Philadelphia to New York City. PennDOT is working with AMTRAK to identify and fund projects on the Keystone Corridor that bring stations into Americans with Disabilities Act (ADA) compliance, improve safety and reliability, reduce travel time, and accommodate present and future ridership.

PennDOT plans to fund such a project at the Middletown Station, the first station east of Harrisburg on the Keystone Corridor. See Exhibit 1 for the location of Middletown Station.



Exhibit 1. Location of Middletown Station on the Keystone Corridor

PennDOT intends to select a Development Entity with experience in successfully implementing and managing all aspects of the Required Project Services, Joint Development, and TOD. PennDOT will select a highly qualified Development Entity that will provide the best value for and whose selection will be in the best interest of the Commonwealth. The successful Development Entity will be required to coordinate with PennDOT and comply with all applicable Commonwealth and federal laws and regulations.

PennDOT intends for the Development Entity to enter into a PPA with PennDOT to provide the Required Project Services. The RFP will provide further details concerning the Development Entity's obligations in respect of the Required Project Services.

2.2 Project Characteristics

The existing Middletown Station is located at Union and Mill Streets in Borough of Middletown, Dauphin County, PA. As the first station east of Harrisburg on the Keystone Corridor, it is in close proximity to the Harrisburg International Airport, Penn State Harrisburg Campus, and the Harrisburg bus service (Capital Area Transit – Route 7).

As part of the overall development of this area, Middletown Station is being relocated nearby to a tangent section of track near the intersection of Ann Street and W. Main Street (PA 230). This work is being completed under separate contracts through phased construction as shown in Exhibit 2.

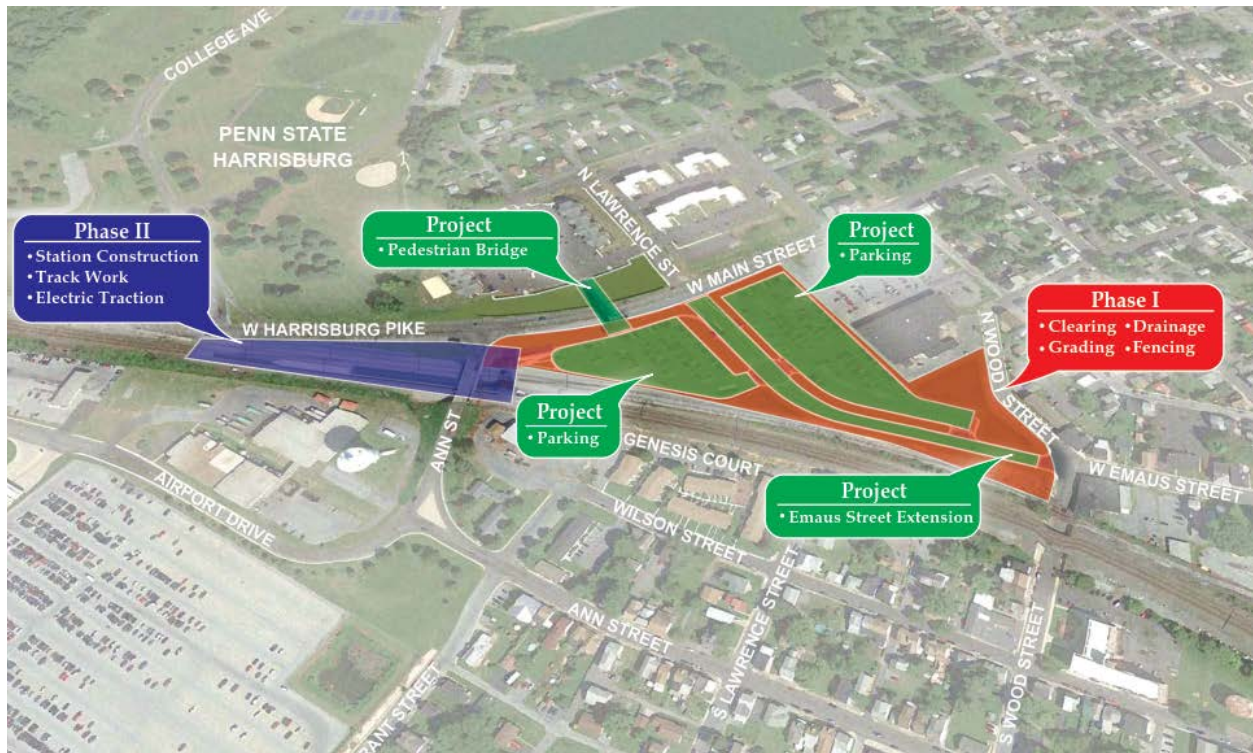


Exhibit 2: Phased relocation of Middletown Station

Map Imagery: 2013 Google Earth, DigitalGlobe

Awarded by PennDOT on June 2, 2016, Phase I includes grading, fencing, drainage (including basins), and demolition of existing structures on the Site. Phase II, which will be completed by AMTRAK, Norfolk Southern, or other designated contractors, is anticipated to begin construction in the summer of 2017 and includes track work, electrification traction, platforms, and pedestrian access towers for ingress/egress to the new station.

PennDOT is seeking qualifications from Proposers that will deliver the Required Project Services on approximately 8.38 acres and strive to achieve the following goals:

- Improve connectivity of the surrounding area to maximize transit ridership to Middletown Station;
- Offset the costs of providing transportation facilities at Middletown Station through operations and maintenance efficiencies;
- Develop and oversee implementation of an integrated solution for Middletown Station;
- Facilitate the build-out of the Project within an agreed-upon schedule; and
- Support and facilitate economic development within and around the Project area.

Based on experience and market information, Proposers may be permitted to modify elements of the existing plans in consultation with PennDOT to accommodate their Proposals provided a better development, economic enhancement and better value can be illustrated. The permissible elements that PennDOT would be willing to consider modifying location include the Emaus Street Extension, the

pedestrian bridge over PA 230, and the proposed drainage basins. The process for discussion of these modifications, and their parameters, will be set forth in the RFP. For clarity, it should be understood that the Proposers will accept and retain all responsibility for any additional design, permitting, traffic studies, right-of-way acquisition, utility relocations, and similar issues that are required to accommodate the accepted modifications.

2.3 Terms and Conditions of the PPA

Should a PPA result from the contemplated RFP, it is the intent of PennDOT for the Development Entity to meet its obligations regarding the Scope of Services as agreed to and documented in a fully executed PPA.

2.4 Scope of Services

PennDOT currently anticipates that the Development Entity will be responsible for the following scope of services which are provided to illustrate responsibilities but should not be construed as exclusive responsibilities:

(a) Required Project Services

The Development Entity will be responsible for performing all Required Project Services. Although the Development Entity may choose to rely on Major Team Members in executing its responsibilities, the Development Entity shall bear sole responsibility for performing the Required Project Services as between the Development Entity and PennDOT.

(b) The Site

Except to the extent required for any Commercialization Activities that would extend beyond the limits of the Site, the Development Entity will not be responsible for procuring land. PennDOT will take responsibility for securing sufficient access rights to the Site to allow the Development Entity to perform its obligations under the PPA.

(c) Commercialization Activities

The Development Entity will be responsible for the Commercialization Activities, including third-party sales and marketing of public access of the Project to potential third-party customers (“Third-Party Customers”). The Development Entity will also be responsible for any permitting and licensing requirements, traffic studies, drainage, and other requirements needed in connection with Commercialization Activities.

(d) Federal, Commonwealth, and Local Regulations and Reviews

The Development Entity will be responsible for investigating, reviewing, overseeing, and ensuring that all federal, Commonwealth, and local applicable laws, regulations and requirements are followed in the process of establishing licenses or permits required to be obtained in connection with the performance of its obligations under the PPA.

(e) Environmental, Utility, and Access Permits and Licenses

The Development Entity will be responsible for investigating the requirements of any necessary environmental, utility, access, and any other such permits and for ensuring regulatory compliance as required under the PPA. The Development Entity will be responsible for securing all such permits and licenses as required for the development of the Project.

(f) Parking Fees

The Department anticipates a cap on parking fees for documented AMTRAK passengers. The Development Entity will be responsible for the administration, collection, and accounting for all parking fees.

(g) Site Safety and Security

The Development Entity will be responsible for ensuring public safety and security for the Project.

(h) Site Development

The Development Entity will be responsible for Site development including all necessary utilities to support the Project, hardscape/landscape, parking facilities, street improvements, and construction Site security. Attention should be given to how utilities will need to service development.

(i) Other Duties

The Development Entity will be responsible for other duties as agreed to in the PPA.

2.5 Existing Site Conditions

The Project Site was part of the area that was studied and cleared under a 2015 Re-evaluation Environmental Assessment of an existing Finding of No Significant Impact. The Site was the location of the former Middletown Car Works for many years and in more recent years, the AP Green Refractory, and the buildings have since been demolished. The background data for the Site does not indicate that any subsurface contamination exists. All underground storage tanks were removed with proper Pennsylvania Department of Environmental Protection closure documents. The above-ground materials have been removed. The Project would have no significant impact on contaminated sites or hazardous waste and would not introduce any hazardous waste into the Area of Potential Effects.

PennDOT has consolidated certain hazardous materials information regarding the Project and will make such information available to Short-listed Proposers. The Development Entity will be responsible for performing or causing the conduct any additional hazardous materials investigations that may be required. The RFP will provide further details on the Development Entity's responsibilities with respect to hazardous materials, including cleanup costs.

2.6 Coordination with Governmental Agencies and Other Key Stakeholders

Except to the extent described otherwise in this RFQ, it is anticipated that the Development Entity will play an active role in coordinating and/or leading the work with all relevant government agencies and stakeholders, with PennDOT providing assistance and cooperation in such efforts. The efforts may include, but are not limited to, the Federal Aviation Administration, Federal Transit Administration, Capital Area Transit, the Borough of Middletown, Harrisburg International Airport, and Penn State Harrisburg. The RFP will set forth the parties' respective obligations for interactions with other governmental agencies and stakeholders.

2.7 Design and Construction Standards

To the extent that the PPA requires the Development Entity to assume any design and construction obligations relating to the Project or the Development Entity undertakes any design and/or construction activities as part of its delivery of the Project, the Development Entity may be required to comply with certain standards and performance specifications designated in the PPA.

2.8 Maintenance and Operations

2.8.1 Maintenance

The Development Entity will be responsible for performing maintenance, including capital/life-cycle maintenance, for the Project to ensure safe and reliable operations as stipulated in the PPA.

PennDOT currently anticipates that the Development Entity's maintenance responsibilities will include, but are not necessarily limited to, the following:

- (a) General landscaping maintenance, including but not limited to:
 - (i) Weed control;
 - (ii) Tree trimming;
 - (iii) Lawn care;
 - (iv) Plant and lawn fertilization;
 - (v) Hardscape maintenance and repair;
 - (vi) Soft-scape drainage; and
 - (vii) Mulching
- (b) Winter seasonal work, including but not limited to:
 - (i) Snow removal;
 - (ii) Platform and pedestrian access de-icing;
 - (iii) End of season power-wash;
 - (iv) Foot traction material application/removal; and
 - (v) Maintenance of warming shelters (if there are any);
- (c) General physical infrastructure routine, asset preservation, and life-cycle maintenance and repair/rehabilitation, including but not limited to:
 - (i) Trash removal;
 - (ii) Graffiti removal;

- (iii) Third-party damages;
 - (iv) Vertical access systems – stairs, elevators, and similar features
 - (v) Passenger shelter and seating elements, including roofing;
 - (vi) Platform and pedestrian access lighting;
 - (vii) Re-painting of physical infrastructure;
 - (viii) Platform and safety matting;
 - (ix) Repair of trip and physical impairment hazards;
 - (x) Public address and/or information systems;
 - (xi) Public parking areas (including pavement, lighting, and parking systems) defined as being responsibility of the Development Entity; and
 - (xii) Wayfinding, informational and regulatory signage maintenance.
- (d) All labor and consumables as well as costs of repair, rebuilding, and replacement;
 - (e) Preventative maintenance, including all daily, weekly, monthly, quarterly, and annual service;
 - (f) Handling and on-site storage of all waste generated during maintenance activities in compliance with federal, state, and local laws;
 - (g) In respect of all unscheduled maintenance of and repairs to the Project, a maximum response time of four (4) hours on a twenty-four (24) hours–a-day/seven (7) days-a-week basis;
 - (h) All costs associated with meeting applicable regulations, codes, and standards, including permitting costs; and
 - (i) Submission of all scheduled and unscheduled maintenance and repairs.

Additional details regarding the Development Entity’s maintenance responsibilities shall be set forth in the RFP.

2.8.2 Operations

PennDOT currently anticipates that the Development Entity’s operating responsibilities will include, but are not necessarily limited to, the following:

- (a) Filing reports and obtaining certifications as required by applicable law and the PPA;
- (b) Maintaining required insurance;
- (c) Reporting to PennDOT as required under the PPA;
- (d) Tracking purchase transactions and remit sales taxes related to such transactions;

- (e) Implementing a marketing strategy to Third-Party Customers;
- (f) Performing billing and collection services;
- (g) Training personnel in basic operations;
- (h) Providing additional back office services as may be required by the Project or as set forth in the RFP; and
- (i) In the event of a prolonged service outage, implementing a contingency plan to ensure uninterrupted service and maintaining and updating such contingency plan as required.

2.9 Proposed Deal Structure

The proposed deal structure, generally described as “concession subsidization”, is offered whereby the Development Entity is reimbursed by PennDOT and contributing funding partners for the capital costs associated with the design, construction, and financing portion of the Required Project Services upon final completion and acceptance. These costs will be required in the Development Entity’s Bid Submission during the RFP process.

The Development Entity will be required to provide all necessary, required, and identified operations and maintenance (including but not limited to routine, preventative, asset preservation and life-cycle maintenance) of the Required Project Services. Revenues from parking and Commercialization Activities will be collated as a land lease payment for a term that matches the length of the operations and maintenance term, but is no less than thirty (30) years.

Conceding that, the Development Entity will be granted a license to the land identified in this RFQ where the Development Entity can engage in parking operations and Commercialization Activities in accordance with all zoning requirements and applicable law. This license will be transacted in the PPA as a land lease. In lieu of a lease payment, these monies will be utilized to pay for the operations and maintenance of the Required Project Services as described above. The length of the land lease will be identified, determined, and negotiated during the RFP Process but is anticipated to be approximately fifty (50) years.

For clarity, PennDOT seeks an operations and maintenance term for the Required Project Services that matches the length of the land lease and is no less than 30 years. If the Development Entity seeks an operations and maintenance term that is less than the length of the land lease, PennDOT will require a monetary land lease payment sufficient to address the operation and maintenance costs for the difference of those terms. Additional details and terms will be provided during the RFP process.

The RFP process will seek to competitively tender to the Short-listed Proposers the best team that can:

- Deliver the Required Project Services at the lowest subsidization by PennDOT;
- Create the most useful and meaningful development of the Land;
- Provide a proven operations and maintenance plan and proposal for the Required Project Services;
- Maximize revenue generation from parking and Commercialization Activities.

2.10 Industry Forum and Informational Meeting

PennDOT will host an Industry Forum and Informational Meeting for all interested parties on date and at the location stated in Table 1 (RFQ Timetable) in Section 4.3 of this RFQ. This meeting is not mandatory,

but attendance is encouraged. It is requested that attendance is limited to three (3) members of each firm so that all parties can be accommodated, and it required that each firm register at www.p3forpa.com.

3 FUNDING, FINANCING, AND FEDERALIZATION OF THE PROJECT

3.1 Funding

As described in Section 2.9 of this RFQ, PennDOT intends to reimburse the Development Entity for the capital cost of the Required Project Services upon Final Completion and acceptance by PennDOT and its other funding partners. The source of funding available to PennDOT to meet its payment obligations under the PPA will be monies from the Public Transportation Trust Fund, established by Chapter 15 of the Public Transportation Law, 74 Pa.C.S. §§ 1501 – 1517.1. The Development Entity will be responsible for the payment of the operations and maintenance services for the Required Project Services through the revenue generated on the land lease, which will fund all required operations and maintenance work and activities for the full term of the PPA.

3.2 Financing

The Development Entity will be responsible for all financing associated with the Project. PennDOT intends to make payment for the Required Project Services upon final completion and acceptance by PennDOT and its funding partners as described Section 2.9.

3.3 Federalization of the Project

3.3.1 Federal-aid Funds

PennDOT believes that the Project will benefit if PennDOT retains maximum flexibility to use federal assistance programs. Accordingly, the RFP and PPA will conform to the requirements of applicable federal law, including Buy America requirements; Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity; and Title 49 Code of Federal Regulations Part 26, as amended, regarding Disadvantaged Business Enterprises (“DBEs”). Proposers shall be notified of any such modifications of applicable federal law as provided in Part A, Section 4.5. Additionally, the RFP and PPA will require compliance with the Steel Products Procurement Act (73 P.S. §§ 1881 et seq.).

3.3.2 Equal Employment Opportunity and DBE Requirements

Consistent with the approach outlined in Part A, Section 3.3.1, PennDOT intends to incorporate the DBE requirements that apply to most projects receiving federal transportation dollars. To meet DBE participation goals, the Development Entity will be required to take steps to make subcontracting opportunities available to certified DBE firms. Opportunities may include consultant and construction subcontracts as well as other service providers and suppliers. PennDOT anticipates holding a DBE stakeholder outreach meeting for Short-listed teams.

In responding to this RFQ, Proposers do not need to include team members to satisfy DBE goals. Information on DBE requirements and any DBE goals will be included in the RFP.

4 DESCRIPTION OF PROCUREMENT PROCESS

4.1 Statutory Authority

PennDOT is issuing this RFQ in accordance with the provisions of 74 Pa.C.S. §§ 9101-9124, as amended (“Statute”) and other applicable provisions of law.

4.2 Overall Process

The procurement involves a two-stage process: this RFQ followed by an RFP.

PennDOT will evaluate the information and qualifications received in response to this RFQ and will select, according to the criteria generally outlined herein, the Short-listed Proposers eligible to be invited to respond to the RFP.

Following the selection of Short-listed Proposers, PennDOT anticipates releasing a draft RFP that includes the detailed scope of work and the business/commercial terms for review by the Short-listed Proposers (“Industry Review”). PennDOT will schedule meetings to discuss issues and comments identified by the Short-listed Proposers. Details concerning the draft RFP process will be made available to the Short-listed Proposers following the announcement of the short-list.

The draft RFP process will include disclosure of confidential information. Short-listed Proposers will be required to execute a confidentiality agreement that the Short-listed Proposers will receive. Following the Industry Review described above, PennDOT intends to issue a final RFP. Any modifications made after issuance of the final RFP will be provided in Addenda.

Following an evaluation of the Proposals that are received, PennDOT may select a Short-listed Proposer (“Preferred Proposer”) based on the evaluation criteria set forth in the RFP.

Proposals will be evaluated to determine which Proposal provides the best value for, and is in the best interests of, the Commonwealth. The RFP shall set forth PennDOT’s rights and remedies if PennDOT is unable to finalize the terms and conditions of the PPA with the Preferred Proposer, the Preferred Proposer elects not to execute the PPA, or the Preferred Proposer does not satisfy any condition required to execute of the PPA, which may include, without limitation, that PennDOT may select the next highest rated Short-listed Proposer(s) in succession to finalize the PPA for award and execution. Alternatively, PennDOT may at any time terminate the procurement. PennDOT further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

4.3 Procurement Schedule

PennDOT anticipates carrying out the first stage of the procurement process (RFQ) in accordance with the schedule in Table 1.

Table 1: RFQ Schedule

Action	Date
Department issues public advertisement of the RFQ	September 12, 2016 (“Advertisement Date”)
Industry Forum and Informational Session	September 28, 2016 10:00 – 12:00 Eastern time Sheraton Harrisburg Hershey Hotel 4650 Lindle Road
Deadline for written questions on the RFQ	October 14, 2016 2:00 p.m. Eastern time
Deadline for written questions on any Addendum issued after the Advertisement Date	5 days after the Addendum is issued but no later than the SOQ Due Date
Deadline for the Department to post answers to submitted written questions on the Project Website	November 18, 2016 2:00 p.m. Eastern time
SOQ Due Date	December 16, 2016 11:00 a.m. Eastern time
Department announces Short-listed Proposers	January 27, 2017 (anticipated)

The schedule in Table 1 does not obligate PennDOT to respond to questions on the RFQ or any Addendum to the RFQ before the SOQ Due Date. To best ensure a response from PennDOT before the SOQ Due Date, Proposers are encouraged to submit questions, particularly questions of a substantive nature, as soon as possible following issuance of this RFQ or any Addendum.

This schedule is subject to modification at the sole discretion of PennDOT. Proposers will be notified of any change to the schedule by an Addendum to this RFQ.

Following short listing, PennDOT currently anticipates the schedule for the procurement activities shown in Table 2.

Table 2: Anticipated Schedule of Procurement Activities

Procurement Activity	Date
Circulate draft RFP to Short-listed Proposers	Q2 of 2017
Issue final RFP	Q3 of 2017
Proposals Due	Q3 of 2017
Announcement of Preferred Proposer	Q4 of 2017
Issuance of Notice to Proceed	Q4 of 2017

4.4 Questions and Requests for Clarification; Addenda

To facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification by email (**with the subject line “RFQ AMTRAK Station Improvement Project – Keystone Corridor – Middletown Station Question”**) to the Issuing Officer named in Part A, Section 5.4. No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the Issuing Officer will be considered. Questions from a Proposer should be submitted only by a single representative of that Proposer and must include the requestor’s name, address, telephone and e-mail, and the Proposer that he or she represents.

Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered, (ii) reference the relevant RFQ section and page number unless the request is of general application (in which case the request for clarification shall be so noted), (iii) identify the relevant section number and page number or, if a general question, indicate so, and (iv) not identify the Proposer’s identity in the body of the question.

PennDOT will provide responses to Proposers’ clarification requests within a reasonable time following receipt, subject to the deadlines set forth in Part A, Section 4.4. PennDOT will post responses to the questions of general application and requests for clarifications that PennDOT deems to be material and not adequately addressed in previously provided documents on the Project Website specified in Part A, Section 4.5, as an Addendum to this RFQ.

The questions and PennDOT’s responses will be in writing and will be made available to all Proposers on the Project Website, except that PennDOT intends to respond individually to questions identified by a Proposer and deemed by PennDOT as containing confidential or proprietary information related to the Proposer’s SOQ. PennDOT reserves the right to disagree with the Proposer’s assessment of the confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, PennDOT will inform Proposers and may allow Proposers to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if PennDOT determines that it is appropriate to provide a general response, PennDOT will modify the question to remove information that PennDOT determines is confidential. PennDOT may rephrase questions as it deems appropriate and may consolidate similar questions. PennDOT may also create and answer questions independent of the Proposers. PennDOT contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to Addenda, the last set of responses will be issued no later than the date specified in Part A, Section 4.3.

PennDOT reserves the right to revise this RFQ by issuing Addenda to this RFQ at any time before the SOQ Due Date and will post any Addenda on the Project Website. It is the Proposer’s responsibility to periodically check the Project Website for any new information or Addenda to this RFQ. If PennDOT issues an Addendum shortly before the SOQ Due Date, PennDOT shall consider whether an extension of the SOQ Due Date is warranted. Any Addenda will be posted on the Project Website.

Proposers should monitor the Project Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (**Form A**) that they had access to all relevant materials posted thereon.

4.5 Project Website

PennDOT has posted documents related to the Project (Project Documents) on the “Middletown Train Station” page on the PennDOT P3 Website (“Project Website”). PennDOT anticipates making additional Project Documents available to Short-listed Proposers via a secure website. For purposes of this RFQ, no

representation or warranty is made as to the accuracy, utility, completeness, or relevance of any materials available to Proposers on the Project Website. Each Proposer shall be responsible for monitoring the Project Website for new or revised materials related to this RFQ. The Issuing Office specified in Part A, Section 5.4 shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within this RFQ or formally issued as an Addendum to this RFQ by the Issuing Office.

4.6 Eligible Proposers

Some Proposers may find that forming a team with other firms will enhance their ability to meet the requirements of this RFQ. A team may consist of a prime contractor and subcontractors, a partnership, a joint venture, or any other arrangement that is legally binding under the laws of the Commonwealth.

5 SOQ CONTENT AND SUBMITTAL REQUIREMENTS

5.1 General

PennDOT expects SOQs submitted in response to this RFQ to provide sufficient information to allow PennDOT to evaluate them based on the criteria set forth herein.

SOQs shall be submitted exclusively in English inclusive of English units of measure and cost terms in U.S. dollar denominations.

5.2 Format

Each responding Proposer shall submit one (1) original and five (5) copies for a total of six (6) copies of its SOQ. The original SOQ and each copy shall consist of two (2) volumes. Each volume shall be in a loose-leaf three ring binder, and the original and each copy shall be contained in sealed containers. The original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 5 on its face and spine. The Proposer's name and volume number shall be clearly marked on its face and spine. Each volume shall contain a table of contents with corresponding tabs. In addition to submitting the hard copy of the SOQ, each responding Proposer shall submit an electronic copy of the SOQ in searchable and printable PDF format via CD or USB flash drive. If a Proposer submits redacted copies of its SOQ in accordance with Part A, Section 7.2, the Proposer shall submit the copies in addition to the number of unredacted hard and electronic copies of the Proposer's SOQ required by this Part A, Section 5.2.

Submittals must be typed on 8-1/2x11-inch white paper. Volume 1 of the SOQ shall have all pages sequentially numbered and shall not exceed thirty (30) pages. The following do not count toward the thirty (30) pages and need not be sequentially numbered:

- (a) **Form A;**
- (b) **Form B;**
- (c) **Form C;**
- (d) Resumes of Key Personnel required for Appendix B;
- (e) Any teaming agreements and summaries of teaming agreement key terms required to be included in Volume 1 of the SOQ pursuant to **Form B**; and
- (f) Table of contents and tab divider pages.

Sequential numbering is not required in Volume 2 of the SOQ. Double-sided printing is encouraged. Each printed side shall be considered one (1) page. The font size in Volume 1 of the SOQ shall be no smaller than ten (10) points. Volume 2 of the SOQ does not have any page limitation or type font size requirements and may be submitted in searchable and printable electronic format via CD or USB flash drive. In Volume 1, 11x17-inch pages are allowed (and shall be included in the page count if contained in Volume 1 of the SOQ) for schematics, organizational charts, other drawings, or schedules but not for narrative text. Printed lines may be single spaced. Standard corporate brochures, awards, licenses, and marketing or promotional materials shall not be included in an SOQ. Proposers shall make every effort to limit the quantity of materials that do not count toward the thirty (30) page limit and to prepare the SOQ as clearly and concisely as possible.

5.3 Contents and Organization

Proposers must organize their SOQ in the order set forth in Part B of this RFQ. Subject to any requirements of Part B with respect to the subdivision of materials included in the SOQ, each volume may be subdivided as needed.

5.4 SOQ Submittal Requirements

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

Response to the Request for Qualifications for the
AMTRAK Station Improvement Project
Keystone Corridor – Middletown Station

SOQs shall be delivered by hand or express mail courier to the following Issuing Office and Issuing Officer:

Office of Public-Private Partnerships
Pennsylvania Department of Transportation
PO Box 3643
400 North Street, 5th Floor
(5th floor reception if hand delivered)
Harrisburg, PA 17120-3545
Attention: Kathryn Tartaglia
Telephone: 717-787-3154
Email Address: P3MdtTrainStation@pa.gov

PennDOT will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the Issuing Officer or designee.

SOQs must be submitted by 11:00 a.m. Eastern Time on the SOQ Due Date specified in Part A, Section 4.3. Any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by PennDOT during normal business hours up to the SOQ Due Date and specified time.

Proposers are solely responsible for ensuring that PennDOT Issuing Office receives their SOQs by the specified delivery date and time. PennDOT shall not be responsible for any delays in delivery beyond the control of PennDOT, including those caused by weather; difficulties experienced by couriers or delivery services; misrouting of packages by courier or delivery services; or improper, incorrect, or incomplete addressing of deliveries and other occurrences.

If the Issuing Office is closed on the SOQ Due Date because of inclement weather, natural disaster, or any other cause, the submission deadline will be automatically extended until 11 am Eastern Time the next Commonwealth business day on which the Issuing Office is open unless the Issuing Office notifies Proposers otherwise. If Proposals are hand delivered to the Issuing Office, the Proposer is responsible for obtaining a signed receipt showing the date and time of delivery. If the Issuing Officer is not available, the Proposer should obtain a signed receipt showing date and time of delivery from the 5th floor receptionist at the Issuing Office. The hour for submission of proposals shall remain the same. The Issuing Office will reject any late proposals, unopened.

Note that because of increased security requirements in the Commonwealth's mail processing operations, all incoming mail, including overnight deliveries, to the Issuing Office is routed, scanned, and sorted at an off-site location before delivery. Therefore, when bid documents are submitted via overnight delivery services, there is no guarantee that the Issuing Office will receive the bid documents by the deadline. SOQs that are received after the deadline will be rejected regardless of the reason for late arrival. Proposers are advised to allow extra time to ensure timely delivery.

6 EVALUATION PROCESS AND CRITERIA

6.1 Responsiveness Requirements

In order for an SOQ to be evaluated qualitatively under Part A, Sections 6.2 and 6.3, it must:

- (a) Be received by the Issuing Office no later than 11 am Eastern Time on the SOQ Due Date;
- (b) Contain an original, executed transmittal letter (**Form A**) in accordance with the requirements of Part B; and
- (c) Not contain any **Form C** in response to the requirements of this RFQ in relation to an entity that is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state government.

The three requirements set forth above are the only RFQ requirements that PennDOT will consider to be *non-waivable*. In the context of any other technical or immaterial nonconformity in an SOQ, PennDOT reserves the right, in its sole discretion, to:

- (i) Allow the Proposer to cure the nonconformity;
- (ii) Consider the nonconformity in the scoring of the SOQ; or
- (iii) Exclude the relevant SOQ from further evaluation.

PennDOT may also exclude from further evaluation any SOQ that, in PennDOT's sole determination, contains a material misrepresentation.

6.2 Pass / Fail Review Criteria

Each SOQ that complies with the three requirements set forth in Part A, Section 6.1, will be evaluated by PennDOT based on the following pass/fail criteria:

- (a) The information disclosed in **Form C** does not, in PennDOT's sole determination, materially adversely affect the Proposer's responsibility, including its integrity and ability to carry out the Project responsibilities potentially allocated to it; and
- (b) Based on the materials provided in Volume 2 of the SOQ, the Proposer team demonstrates, in PennDOT's sole determination, that it has sufficient financial capability to carry out the Project (including the capital requirements described in Section 1(a) of Appendix D), taking into account the following considerations both currently and over the last three (3) years with respect to the Proposer:
 - (i) Profitability;
 - (ii) Capital structure;
 - (iii) Ability to service existing debt;
 - (iv) Ability to invest equity; and

- (v) Other commitments and contingencies.

A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under Part A, Section 6.3.

6.3 Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the pass/fail requirements set forth in Part A, Section 6.2, will be qualitatively evaluated and scored according to the criteria set forth in Sections 6.4 and 6.5. The order in which the evaluation criteria appear within each category is not an indication of weighting or importance.

6.4 Structure and Experience (60 Points Maximum)

The Proposer will be evaluated based on the factors listed below. The evaluation will be based solely on the information related to structure and experience, as requested in Appendix B of this RFQ:

- (a) Relevant experience of the Proposer;
- (b) Experience and qualifications of Key Personnel;
- (c) Past performance on similar projects;
- (d) Any unique abilities of the Proposer and its staff; and
- (e) Ability to provide the Required Project Services to PennDOT.

6.5 Project Approach (40 Points Maximum)

The Proposer’s approach to the Project will be evaluated on the extent to which it demonstrates an understanding of the issues specific to the Project and any challenges in addressing them. The approach will be evaluated based solely on the information that is provided as requested in Appendix C:

The approach to the Project includes the following items:

- (a) Proposer’s plan to deliver all requisite elements of the Required Project Services;
- (b) Concept of the Commercialization Activities, including strategy to create, market, and exploit commercial opportunities;
- (c) Any special or unique qualifications or experience within the Proposer team that, in the context of this Project, differentiate the Proposer from its competitors;
- (d) Structure of the Proposer team and the anticipated role of any Major Team Member;
- (e) Knowledge of (and approach to complying with) all relevant federal, Commonwealth, local laws, rules, regulations, and standards;
- (f) Approach to Quality Assurance and Quality Control during all phases of Project development throughout the term of the PPA; and
- (g) General approach to safety and protection of the Site during construction and maintenance.

6.6 SOQ Evaluation

PennDOT anticipates forming one or more committees to evaluate the SOQs in accordance with the criteria in Section 6.4 and 6.5. During the evaluation, PennDOT may request additional information or clarification from the Proposer or ask the Proposer to verify or certify aspects of its SOQ. The scope, length, and topics to be addressed in any clarification shall be prescribed by, and subject to, the discretion of PennDOT. PennDOT may contact firm and personnel references supplied by the Proposer as well as potential references that are not listed.

As part of the SOQ evaluation, PennDOT may request any or all Proposers make a presentation or appear for an interview. Each Proposer shall be provided with written notification of the time, date, location of the presentation or interview, and detailed presentation/interview instructions. Proposers receiving such written notification shall address questions in the presentation or interview only to the Issuing Officer or designee.

At the conclusion of the SOQ evaluation, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of PennDOT and its staff, with assistance from such professional and other advisors as PennDOT may designate. PennDOT will make final determinations, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the Commonwealth.

6.7 Changes in the Project Approach

PennDOT intends to use the information in SOQs on the Project approach only for purposes of evaluating the SOQ. Proposers may modify, alter, and enhance their Project Approach in the Proposal, subject to compliance with the requirements of the RFP. Proposers may not, however, change their approach to Project delivery in a way that renders the SOQ a misrepresentation of the Proposer's intentions and capabilities.

6.8 Changes in Proposer Organization

Subject to the limitations described in Part A, Section 7.4, PennDOT shall permit Short-listed Proposers to add, delete, or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders the Proposer team, in PennDOT's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without PennDOT's prior written consent:

- (a) Deletion, substitution, or change in composition of a Short-listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;
- (b) Deletion or substitution of Key Personnel or a change in the role or position of such Key Personnel; and
- (c) Removal or substitution of a Major Team Member.

6.9 RFP Procedure and Evaluation

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

7 COMMUNICATIONS, PUBLIC INFORMATION, AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1 Improper Communications and Contacts

The rules of contact listed below shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the PPA. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by PennDOT in connection with the draft 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.

The rules of contact are as follows:

- (a) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or either team's Proposal;
- (b) PennDOT shall be the sole contact for purposes of this procurement, the RFQ, and the RFP. The Proposers shall correspond with PennDOT regarding the RFQ and RFP only through designated representatives (which shall initially be the Issuing Officer identified in Part A, Section 5.4);
- (c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Proposals by PennDOT, or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, PPA, its SOQ submission, or the procurement described herein with:
 - (i) Any member of PennDOT or other Commonwealth personnel; and
 - (ii) Any Commonwealth staff, advisors, contractors, or consultants involved with the procurement (including those referenced in Part A, Section 7.3),

Except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the Issuing Officer, in his or her sole discretion.

The foregoing restriction shall not, however:

- (iii) Preclude or restrict communications on matters unrelated to the RFQ, RFP, PPA, or the procurement; or
- (iv) Limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP;
- (d) The Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants, and advisors of the entities listed below. PennDOT shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive, and transparent manner and with uniform information:
 - (i) Any political subdivision of the Commonwealth or local government body or locality within the Commonwealth that, in each case, may have an interest in the Project;

- (ii) U.S. Department of Transportation Secretary’s Office;
 - (iii) Federal Transit Administration;
 - (iv) Environmental, regulatory, and permitting agencies; and
 - (v) Utility providers.
- (e) Any Proposer engaging in communications that PennDOT determines in its sole discretion to be prohibited by this RFQ or improper may be disqualified;
 - (f) Any official information regarding the Project will be disseminated from the Issuing Office on PennDOT letterhead. Any official correspondence will be in writing and signed by the Issuing Officer; and
 - (g) PennDOT 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.

7.2 SOQ Contents

7.2.1 Confidential Information

PennDOT is not requesting and does not require confidential proprietary information or trade secrets to be included as part of an SOQ submission in order to evaluate SOQs submitted in response to this RFQ. Accordingly, except as provided herein, Proposers should not label SOQ submissions as confidential or proprietary or trade secret protected. Any Proposer who determines that it will divulge such information as part of its SOQ must submit the signed written statement described in Part A, Section 7.2.3 and must additionally provide one (1) hard copy and one (1) electronic copy of a redacted version of its SOQ submission in which only the confidential proprietary information and trade secrets have been removed for required public disclosure purposes.

7.2.2 Commonwealth Use

All material submitted with any SOQ submission shall be considered the property of the Commonwealth and may be returned only at the Issuing Office’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any SOQ submission, regardless of whether the Proposer is short listed, as part of a PPA. Notwithstanding any Proposer copyright designations contained in an SOQ submission, the Commonwealth shall have the right to make copies and distribute each SOQ internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation or rule or order of any court of competent jurisdiction.

7.2.3 Public Disclosure

After the award of a PPA pursuant to this procurement, all SOQ submissions may be subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. §§ 67.101, et seq. If an SOQ submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the SOQ submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. All requested financial information included in Volume 2 and elsewhere in the SOQ is legally

exempt from public records disclosure under 65 P.S. § 67.708(b)(26) and Section 9111 of the Public-Private Transportation Partnership Law, 74 Pa.C.S. § 9111.

7.3 Organizational Conflicts of Interest

Any person or firm under contract with the Commonwealth in connection with the Project will not be allowed to participate in any capacity on a Proposer team. Any person or firm previously under contract with the Commonwealth in connection with the Project (including, without limitation, the preparation of preliminary plans, planning reports, or other project development products for the Project) may be able to participate on a Proposer team if such firms first submit a written request for a determination of no conflict from PennDOT and receive written confirmation that they may participate or conditionally participate on a Proposer team.

Additional exceptions to this policy may be granted by PennDOT, upon written request from such person, if it is determined that the person's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because PennDOT 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.

Proposers shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that 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.

The Proposer is prohibited from teaming with, receiving any advice from, or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- (a) AECOM;
- (b) Alvarez and Marsal;
- (c) Ballard Spahr LLP;
- (d) KPMG; and
- (e) Affiliates (such term to include parent companies, subsidiary companies, entities under common ownership, joint venture members and partners, and other financially liable parties for an entity) of any of the above.

Such persons and entities are also prohibited from participating as a Major Team Member or as a contractor, subcontractor, consultant, or subconsultant to any Major Team Member.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to PennDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew or should have known about but failed to disclose is determined to exist during the procurement process, PennDOT may, at its discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew or should have known about

but failed to disclose and the Proposer has entered into a PPA as the Development Entity, PennDOT may, at its sole discretion, terminate the PPA. In either case, PennDOT reserves all legal rights and remedies.

Proposers are also advised that PennDOT's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws. 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.

7.4 Limitations on Proposer Team Membership

7.4.1 Participation on More than One Proposer Team

To ensure that procurement process is fair and competitive, Major Team Members and legal and financial advisors of Proposer teams are forbidden from participating, in any capacity, on another Proposer team during the procurement. The foregoing prohibition does not apply to any member of a Proposer team that is not a Major Team Member. If a Proposer is not short listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Team Members) are thereafter free to participate on Short-listed Proposer teams, subject to the requirements of Part A, Sections 6.6 and 7.3. Any Proposer that fails to comply with the prohibition contained in Part A, Section 7.4, may be disqualified from further participation as a Proposer for the Project.

7.5 News Releases

Proposers shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to the Project without prior written approval of the Issuing Office and then only in coordination with the Issuing Office.

8 PROTEST PROCEDURES

Any protest arising from the content of this RFQ or any decision made by PennDOT as a result of this RFQ must be filed in writing with the Secretary of PennDOT and follow the procedures set forth in Section 1711.1 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1711.1.

9 RESERVED RIGHTS

PennDOT reserves to itself all rights (which shall be exercisable by PennDOT in its sole discretion) available to it under the 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 the Commonwealth;
- (b) Modify the scope of the Project during the procurement process;
- (c) Cancel this RFQ or the subsequent RFP in whole or in part at any time before the execution of a PPA by PennDOT;
- (d) Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP;
- (e) Not short list any Proposer responding to this RFQ;
- (f) Not issue an RFP;
- (g) Reject any and all submittals, responses, and SOQs received at any time;
- (h) Modify all dates set or projected in this RFQ;
- (i) Terminate evaluations of responses received at any time;
- (j) Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer;
- (k) Issue Addenda, supplements, and modifications to this RFQ;
- (l) Appoint evaluation committees to review SOQs, make recommendations, and seek the assistance of outside technical, financial and legal experts, and consultants in the SOQ evaluation;
- (m) 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;
- (n) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
- (o) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP;
- (p) Negotiate with a Proposer without being bound by any provision in its proposal;
- (q) Waive deficiencies in an SOQ, accept and review a nonconforming SOQ, or permit clarifications or supplements to an SOQ;
- (r) Disqualify any Proposer that changes its submittal without PennDOT approval;

- (s) Disqualify any Proposer under this RFQ, the RFP, or between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from PennDOT;
- (t) Add to the short list of Proposers 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;
- (u) Develop some or all of the Project itself; and
- (v) Exercise any other right reserved or afforded to PennDOT under this RFQ's applicable laws and regulations.

PART B

STATEMENT OF QUALIFICATIONS

Proposers are required to submit their SOQ responses in two (2) volumes as follows:

Volume 1 – Proposer Team, Experience, and Approach

Volume 1 of the SOQ shall contain the following:

- (a) **Form A**, duly executed in accordance with the instructions set out therein;
- (b) **Form B**, duly executed in accordance with the instructions set out therein by each Major Team Member;
- (c) An Executive Summary that does not exceed two (2) pages, is written in a non-technical style, and contains sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall address why the Proposer wants to become the Development Entity for the Project;
- (d) As required by Appendix A, **Form C**, duly notarized and executed in accordance with the instructions set out therein by each Major Team Member;
- (e) All of the information required pursuant to Appendix B;
- (f) All of the information required pursuant to Appendix C;
- (g) All of the information required pursuant to Appendix E; and
- (h) Any teaming agreements or summaries of teaming agreements that are required to be appended to Volume 1 of the SOQ in accordance with the requirements of **Form B**.

Volume 2 – Financial Capability

Volume 2 of the SOQ shall contain all of the information required pursuant to Appendix D.

APPENDIX A

MINIMUM QUALIFICATIONS

Form C

In order to be deemed eligible for further evaluation, the Proposer must provide a notarized original of **Form C** duly executed by the Proposer and each Major Team Member. Such notarized original **Form C** shall comprise Section A1 of the SOQ.

APPENDIX B

STRUCTURE AND EXPERIENCE

Proposers shall provide information about their structure and ownership and demonstrate their experience in providing services comparable to the Required Project Services, as follows:

1. Management/Team Structure and Ownership

Provide an organizational chart and describe the Proposer's management structure, including its teaming arrangements, allocation of roles and responsibilities within the Proposer team, and how the Proposer will institutionally operate the Project development and maintenance. Explain how the Proposer's management structure will facilitate completion of all work required for the Project.

Provide basic company information including the following:

- (a) Firm name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available);
- (b) Separate information about the parent company and branch office for firms with multiple offices. Identify offices from which the Project will be managed and their respective responsibilities and subordinate organizational units (including an organizational chart that illustrates the various subcontractors and Key Personnel); and
- (c) Form of ownership, including state of residency or incorporation and number of years in business. Specify whether the firm is a sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other structure. For joint venture entities that have not undertaken at least two projects together, each firm should submit its qualifications separately. Joint submittals are subject to a thirty (30) page limit.

2. Relevant Experience

With a view to demonstrating the Proposer's ability to provide the Required Project Services, describe the Proposer's experience and qualifications of managing projects of similar size, function, and complexity to the Project, including demonstrated ability to manage or provide similar or related services to state and federal projects that are comparable to the Required Project Services, including the following information:

- (a) List all relevant projects in order from most to least relevant and include the following information for each project:
 - (i) Client name, contact information of references (including name, email address, and phone number), location, and dates during which services were performed;
 - (ii) Brief description of project and physical description; and
 - (iii) Summary of the services performed.

3. Key Personnel

Provide an organizational chart of the key personnel listed below (together, “Key Personnel”), the relationship between their respective roles, and their experience (if any) of working together in such roles. Describe the relevance of each Key Personnel’s experience to the Project and why such experience will provide value to PennDOT.

Provide resumes of not more than one (1) page for each of the following Key Personnel. Each resume shall specify the role that each person will fulfill for the Project:

- (a) *Project Executive (if different from the Project Manager)*: Responsible for the performance of the Development Entity.
- (b) *Project Manager*: Responsible for the execution of the Required Project Services. The Project Manager is expected to be committed to the Project full-time. The Project Manager will be the primary point-of-contact with PennDOT and will have full authority to commit and bind the Development Entity.
- (c) *Project Chief Financial Officer*: Responsible for the execution of the financing component of the Required Project Services (including the capital requirements described in Section 1(a) of Appendix D).
- (d) *Design Lead*: Responsible for ensuring that the design of the Project meets all permitting, operational, and safety requirements. The Design Lead will be a licensed professional engineer in the Commonwealth.
- (e) *Construction Manager*: Responsible for overseeing the construction of the Project.
- (f) *Operations and Maintenance Manager*: Responsible for overseeing the operations and maintenance of the Project.
- (g) *Safety and Training Officer*: Responsible for developing, managing, and updating a safety program for the Development Entity involved in the maintenance of the Project.
- (h) *Project Controller*: Responsible for billing, collections, and other back-office operations for the Project.

Three (3) references must be supplied for both the Project Executive (if different from the Project Manager) and Project Manager. One (1) reference must be supplied for each of the other Key Personnel. References must be supplied for projects during the past five (5) years. If the Project Manager has only worked on two (2) or fewer projects during the past five (5) years, the Proposer shall state as such and include references from each project and also references from earlier projects so that the total number of references is three (3).

References shall be provided by previous clients with whom Key Personnel have worked as described above and shall include the reference’s name, position, company or agency, and current contact details (including current address, email, telephone, and fax). Proposers are requested to verify the accuracy of the reference’s contact details and are advised that if the contact details are not correct, PennDOT may elect to exclude the experience represented by such reference in determining the Key Personnel’s qualifications.

Proposers shall provide an express written statement from each entity employing the individuals designated in the SOQ committing such individuals to the Key Personnel role(s) listed above. While PennDOT recognizes the impact of personnel availability and scheduling conflicts on Proposers, Proposers are urged to designate and proffer only those individuals they reasonably believe will be available for, and intend to assign to work in, the Key Personnel role(s) listed above. Procedures concerning changes to Key Personnel will be set forth in the RFP. Proposers are advised, however, that change requests will be subject to PennDOT's prior approval and will be reviewed carefully. Key Personnel changes without PennDOT's prior approval may result in disqualification of the Proposer and/or Development Entity.

4. Conflicts of Interest

Provide a statement of disclosure to allow the Department to evaluate any possible conflicts of interest. Proposers must provide, in their own format, a statement of all potential legal or other significant conflicts of interests possibly created by the Proposers being considered in the selection process or by PennDOT's involvement in the opportunity. Proposers should provide information as to the nature of relationship(s) with parties in such potential conflict. If there are no apparent conflicts in the Proposer's general participation in the procurement process but where perceived or questionable potential conflicts may arise in the execution of aspects of the Required Project Services, the burden of disclosure shall remain with the Proposer, and the Proposer must address such potential conflicts in the submittal. Because the Required Project Services in this solicitation may not be fully defined until an actual agreement is reached, minor or less significant conflicts of interest anticipated in the performance of the scope may be resolved through contractual terms at PennDOT's sole discretion. However, all submittals from Proposers that PennDOT perceives may cause a conflict of interest are subject to possible rejection.

APPENDIX C

PROJECT APPROACH

Proposers shall provide a summary of their approach to delivering the Required Project Services to PennDOT, including the following:

- (a) The Proposer team's approach to developing 400 parking spaces for transportation use, including:
 - (i) A conceptual plan that integrates Emaus Street, the pedestrian bridge over PA 230, drainage features and transit into the Project including any preliminary studies, and/or other technical due diligence activities that validate the plan.
 - (ii) The Proposer's approach to operations and maintenance for the Project, including the plan to implement, manage, and track parking sales and report revenues to PennDOT.
- (b) With respect to Commercialization Activities:
 - (i) Describe the considerations that the Proposer will take into account when determining the extent to which Commercialization Activities are a realistic prospect for the Project;
 - (ii) Describe the Proposer's plan for implementing the Commercialization Activities including the Proposer's ability to manage, implement, and track third-party customer sales and report revenues to PennDOT;
- (c) Describe any special or unique qualifications or experience within the Proposer team that, in the context of this Project, differentiate the Proposer from its competitors.
- (d) Identify any Major Team Member (other than the Proposer) that will assist in performing the Required Project Services, clearly specifying the allocation of the respective responsibilities, projected workload, and the component(s) of the Required Project Services that each such Major Team Member is responsible for performing.
- (e) Describe the Proposer's knowledge of (and approach to complying with) all relevant federal, Commonwealth, local laws, rules, regulations and standards.
- (f) Describe the Proposer team's approach to Quality Assurance and Quality Control during all phases of the Project development and throughout the term of the PPA.
- (g) Describe the Proposer's approach to safety and protection of the Site during both the construction and maintenance periods.

APPENDIX D

FINANCIAL CAPABILITY

The Proposer shall provide a summary of its financial capability as follows:

1. Financial Capability

The financial strength of the Proposer team including its support from lenders and experience with financing projects of similar scale to the Project. Please provide the following information:

- (a) Evidence of access to capital or demonstrated ability to raise capital, sufficient to cover (i) infrastructure costs of \$100 million and (ii) any future obligations under the PPA;
- (b) Financial statements for the Proposer, Proposed Guarantor, or any Major Team Member that is providing financing to the Proposer (each, a “Finance Party”), in each case as applicable, for the three most recent completed fiscal years *provided* that if such Major Team Member is a third-party provider of financing such as a bank, such Major Team Member may provide a letter confirming the extent of its financing commitment, together with the credit rating information required under subparagraph (viii) below in lieu of financial statements. If a Finance Party has only been in existence for less than three (3) fiscal years, the Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and provide financial statements for the number of fiscal years such Finance Party has been in existence. Each financial statement must meet the following requirements:
 - (i) **U.S. Generally Accepted Accounting Principles (GAAP) / International Financial Reporting Standards (IFRS):** Financial statements must be prepared in accordance with U.S. GAAP or 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 must be provided in U.S. dollars if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements and Balance Sheets 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., Certified Public Accountant). If audited financials are not available for an entity, the SOQ must 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 by the original financial statement information;

- (v) **Proposed Guarantors' Letters of Support:** If financial statements of a Proposed Guarantor are provided, a letter from the Proposed Guarantor must be provided confirming that it will financially support all the obligations of the Proposer, as applicable, with respect to the Project. Proposers shall note that PennDOT may, in its discretion based on the review of the information provided, or the Proposer's form of organization, specify that an acceptable guarantor is required as a condition of short listing;
 - (vi) **Newly Formed Entities:** If a Finance Party is a newly formed entity and does not have independent financial statements, financial statements for the equity members of the relevant entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements);
 - (vii) **U.S. Securities and Exchange Commission (SEC) Filings:** If any entity for which financial information is submitted hereby files reports with the SEC, such financial statements shall be provided through a copy of its annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K that has been filed since the latest filed 10K; and
 - (viii) **Credit Ratings:** Credit ratings must be supplied for each entity to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity;
- (c) Information regarding any material changes in financial condition for the Finance Party in accordance with the following requirements:
- (i) If the Finance Party is a consortium, partnership, or any other form of a joint venture, provide information for all members of the relevant consortium, partnership, or other form of joint venture for the past three (3) years and anticipated for the next reporting period;
 - (ii) If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer so certifying;
 - (iii) If a material change has occurred or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the relevant entity, as applicable, to remain engaged in this procurement and submit a responsive proposal;
 - (iv) Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer;
 - (v) References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes;

- (vi) Where a material change will have a negative financial 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;
- (vii) If the financial statements indicate that expenses and losses exceed income in each of the three (3) 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;
- (viii) Set forth below is a representative list of events intended to provide examples of what PennDOT considers a material change in financial condition. The list is intended to be indicative only. At the discretion of PennDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process:
 - (A) An event of default or bankruptcy involving the affected entity or the parent corporation of the affected entity;
 - (B) Change in tangible net worth of 10% of shareholder equity;
 - (C) Sale, merger, or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger, or acquisition that in any way involves the affected entity or parent corporation of the affected entity;
 - (D) Change in credit rating for the affected entity or parent corporation of the affected entity;
 - (E) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity that 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;
 - (F) In the current and three (3) most recent completed fiscal years, the affected entity 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; and
 - (G) Other events known to the affected entity that represent a material change in financial condition over the past three (3) years or may be pending for the next reporting period.
- (d) A letter from the chief financial officer or treasurer (or if neither of these positions exist for an entity, an individual who serves in an equivalent capacity and whose title shall be specified in the certification) of the entity or the Certified Public Accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25,000,000 in the aggregate.

APPENDIX E

LEGAL LIABILITIES

Provide a list and a brief description of all instances during the last five (5) years in which any Major Team Member 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 phone and fax number (and e-mail address if available).

As used herein, "affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures, and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving any Major Team Member as a joint venture or partner and not to activities of other joint venturers or partners not involving any Major Team Member), and other financially liable or responsible parties for the Proposer that (a) within the past five (5) years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, or maintenance for any project listed by an entity pursuant to Section 4 of Appendix B.

With respect to the information solicited in this Appendix E, failure to fully disclose this information, conditional or qualified submissions (e.g., "to our knowledge," "to the extent of available information," "such information is not readily available," "such information is not maintained in the manner requested") to requests or questions posed, incomplete or inaccurate submissions or nonresponsive submissions, or failure to provide information enabling PennDOT to contact owner representatives may, in the sole discretion of PennDOT, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.

FORM A
TRANSMITTAL LETTER

PROPOSER: _____

SOQ Date: _____

Office of Public-Private Partnerships
Pennsylvania Department of Transportation
PO Box 3643
400 North Street, 5th Floor
(5th floor reception if hand delivered)
Harrisburg, PA 17120-3545
Attention: Kathryn Tartaglia

The undersigned (“Proposer”) submits this statement of qualifications (this “SOQ”) in response to the Request for Qualifications dated September 12, 2016 (as amended, the “RFQ”), issued by the Pennsylvania Department of Transportation (“PennDOT”) to develop, design, build, finance, operate, and maintain the Project. Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

The Proposer acknowledges access to all materials posted on the Project Website and the following addenda and sets of questions and answers to the RFQ:

[Proposer to list all addenda to this RFQ and sets of questions and answers issued prior to executing Form A by date and number]

The 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.

The Proposer understands that PennDOT is not bound to short list any Proposer and may reject each SOQ that PennDOT may receive.

The 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 the Proposer.

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

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

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

Proposer's business address:

(No.)	(Street)	(Floor or Suite)
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(City)	(State or Province)	(ZIP or Postal Code)	(Country)
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State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

By: *[Insert general partner's or member's name]*

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

Print Name: _____

Title: _____

Attorney in Fact

FORM B

INFORMATION ON MAJOR TEAM MEMBERS

Name of Proposer Team¹: _____

Legal Name of Major Team Members²: _____

Role of Proposer Team [_____]³

[Each Proposed Guarantor should indicate the entity that it is proposing to guarantee and the extent to which it is proposing to guarantee the obligations of such entity in respect of the Project]

Year Established: _____

Individual Contact Details: Name of contact: *[insert name]*

Title: *[insert title]*

Address: *[insert address]*

Telephone: *[insert telephone number]*

Email: *[insert email address]*

Organization's CEO/Chairman _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification _____ Fax No: _____

Name of Official Representative (if applicable):

¹ **Note to Proposers:** Please indicate whether the relevant entity's name is a trading name or the legal name of the Proposer. All trading names must be supported by legal names of all relevant underlying entities.

² **Note to Proposers:** If the Proposer or Major Team Member is a consortium, partnership, or any other form of a joint venture, the SOQ must include an executed teaming agreement as an Appendix to Volume 1 of the SOQ. If a teaming agreement has not yet been executed, the SOQ must include a summary of the key terms of the anticipated teaming agreement, including percentages of ownership and the roles of all relevant parties.

³ **Note to Proposers:** Insert relevant role.

Business Organization (check one):

- Corporation (if checked, indicate the State/Country/Province and Year of Incorporation and complete Sections A-C below and the Certification form [Form C] for the entity)
- Consortium (if checked, complete Sections A through C below and the Certification form [Form C] for each member)
- Partnership (if checked, complete Sections A through C below and the Certification form [Form C] for each member)
- Joint Venture (if checked, complete Sections A through C below and the Certification form [Form C] for each member.)
- Limited Liability Company (if checked, complete Sections A through C below and the Certification form [Form C] for each member.)
- Other (if checked, describe and complete Sections A through C below and the Certification form [Form C])

A. Business Name: _____

B. Business Address: _____

• Headquarters: _____

• Office Performing Work: _____

• Contact Telephone Number: _____

C. If the entity is a Consortium, Partnership, Joint Venture, or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (Form B) for each member firm and attach it to the SOQ. Also indicate the name and role of each other financially liable party and attach a separate form.

Name of Firm

Role

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____

Title: _____ Date: _____

[Please make additional copies of this form as needed.]

FORM C
CERTIFICATION

Proposer Team: _____

Name of Major Team Member: _____

1. Has the firm or any affiliate* or any **current** officer, director or employee thereof, been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust) or other contract-related crimes or violations or any other felony or serious misdemeanor, or had its professional license suspended or revoked, or been subjected to disciplinary proceedings, within the past ten (10) years?

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten (10) years?

Yes No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred, or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten (10) years, or is the firm or any affiliate* currently under consideration for such disqualification, removal, debarment, or suspension?

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has the firm or an affiliate* ever been found in default of any federal, Commonwealth, or local government agency contract within the past ten (10) years, or is the firm or any affiliate* currently under any notice of default or intent to default on any such contract?

Yes No

If yes, please explain:

6. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years?

Yes No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

7. Has the firm or any affiliate* 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, any applicable Pennsylvania governmental agency or any similar governmental agency in another state, province or country) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar law of Pennsylvania or another state, province or country?

Yes No

If yes, please explain:

8. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Pennsylvania 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 (10) 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?

Yes No

If yes, please explain:

9. With respect to each of Questions 1-8 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc., currently pending against the firm that could result in the firm being found liable, guilty, or in violation of the matters referenced in Questions 1-8 above and/or subject to debarment, suspension, removal, or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-8 above.

* The term “affiliate” includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving any Major Team Member as a joint venture or partner and not to activities of other joint venturers or partners not involving any Major Team Member), and other financially liable or responsible parties for the entity that (i) within the past five (5) years have engaged in business or investment in North America or (ii) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management or maintenance of any project listed by a Proposer in response to the requirements of Section 4 of Appendix B.

Under penalty of perjury, I certify that (i) the foregoing is true and correct, (ii) to the best of my knowledge, the information given in response to the RFQ is full, complete and truthful, and (iii) I am the firm’s Official Representative. I acknowledge, agree, and authorize (and certify that the firm acknowledges, agrees, and authorizes) that PennDOT may, by means it deems appropriate, determine the accuracy and truth of the information provided by the firm and contact any individual or entity named in the SOQ for the purpose of verifying the information supplied therein. I acknowledge and agree that all of the information contained in the SOQ is submitted for the express purpose of inducing PennDOT to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts or denial of rescission of any contract entered into based upon this proposal, thereby precluding the firm from doing business with, or performing work for, the Commonwealth of Pennsylvania. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the Commonwealth of Pennsylvania of the United States, including but not limited to 18 Pa.C.S. § 4904 (relating to an unsworn falsification to authorities); and 18 U.S.C. § 1001 or 1341.

By: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed before me

This ____ day of _____, 2016.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____