SECTION 2. SCOPE OF WORK

2.1. General Requirements

Located at the intersection of Rockville Pike (MD 355) and Old Georgetown Road (MD 187) just north of the existing North Bethesda Metro Station, with an official address at 5400 McGrath Boulevard, Rockville, MD 20852, the Project will add a second Metrorail entrance. The North Bethesda Metro Station Northern Entrance project's objective is to shorten the walking distance to the Metro for residents, commuters, and visitors from nearby land uses, including the 4 million-square-foot Pike & Rose mixed-use development, nearby residences, medical facilities, schools, offices, restaurants, grocery stores, and other retail services, and various daily destinations. It is expected that this second entrance to the North Bethesda Metro station will position North Bethesda as a major regional hub for commerce, entertainment, and culture.

The Project proposes a comprehensive suite of investments that facilitate safer, more direct access to Metrorail. The Project involves the delivery of:

- **A New North Station Metro Entrance.** To reduce the distance transit users need to walk or bike and create a secondary point of access to the station closer to major destinations and several community amenities. The construction of this element of the Project includes a new at-grade entrance with a stair to the existing platform below, a new elevator, service and support areas, an over-platform mezzanine, and a canopy structure that will provide access and weather protection to the new stairs and elevators. The new entrance will be furnished in accordance with current Metrorail station standards.

- **A New Transit Plaza at the Station.** To provide access in support of the expected increase in pedestrian traffic and to establish the Metro Station as a welcoming, activated, gathering area for the community. The construction of this element of the Project includes a new at-grade plaza directly outside the new station entrance, widened sidewalks, landscape, and hardscape.

In addition, as a separate contract, the County is implementing certain **Intersection Safety Improvements** at the intersection of Rockville Pike (MD 355) and Old Georgetown Road (MD 187). As part of this project, safety and mobility will be improved through new crosswalks, the addition of no-turn-on-red signage, and the removal of channelized right-turn lanes. These improvements decrease crossing distance and improve pedestrian and cyclist priority and visibility at the intersection. The design is complete, and because this represents a safety priority, the County plans to bid this project separately and start construction as soon as the new Metro Entrance project is underway. The coordination and integration of the Safety Improvements and Metro Entrance projects will be critical to the overall project's success.

The Project's priorities align with the goals of the County's Racial Equity and Social Justice Act of 2019, which is intended to help reduce and ultimately eliminate racial and other disparities experienced by residents of color across Montgomery County. Providing alternate means of mobility in disadvantaged communities (typically people of color and other marginalized groups whose poverty and education levels, English proficiency, housing tenure, and per capita income are disproportionately lower than those of other areas of the County) will improve access to jobs, housing, education, medical services, shopping, and county facilities. Reliable travel times, along with the other proposed improvements of the Project,

are extremely important for those who rely heavily on pedestrian, bicycle, and transit facilities in the region's congested areas. The Project will expand opportunities for these disadvantaged communities by increasing access, mobility, and reliable travel times; generating redevelopment opportunities around the Metro station; supporting a safer intersection for bicyclists, pedestrians, low- and no-vision residents, and others with disabilities; and benefiting the existing transportation network.

The Project responds to Montgomery County's White Flint Sector Plan from 2010, which proposed the construction of the new north Metro entrance. The White Flint Sector Plan was developed through a public engagement effort that drew on the collaboration of an advisory committee, a steering committee, and residents. The Montgomery County Planning Board established the White Flint/North Bethesda Implementation Advisory Committee to monitor the Sector Plan's progress and encourage ongoing public engagement. The County expects its extensive engagement approach to continue throughout the Project and is seeking to partner with a Design-Builder who is sensitive to the needs of the communities that the Project will benefit and impact during and after construction.

Part 3 of the Draft Contract Documents (Project Requirements / Scope of Work) contains a more detailed description of roles and services to be provided by the Design-Builder, WMATA, and the County (see Appendix G). Additional scope, and revisions to this scope, could be identified and incorporated into the contract during the Project's preconstruction phase.

2.2. Service Requirements

The Project will be delivered through a phased Progressive Design-Build Contract as described below. These phases and the work associated with each phase are further described in Part 3 of the Draft Contract Documents (Project Requirements/Scope of Work; see Appendix G).

2.2.1 Phase 1A: Scope Validation

Phase 1A includes, but is not limited to, the review of project documents; meetings and workshops with the County, WMATA, Third Parties, and Stakeholders; validation of the scope of work; development of the program of requirements and concept plans necessary to support the program of requirements coordination; development of project management plans and a baseline cost sheet and schedule; development, submission, negotiation, and ultimately, the County's (and third parties', as applicable) acceptance of the detailed scope of work and fee for Phase 1B Services. As part of the development of the Scope and Lump Sum Fee for Phase 1B Services, the Design-Builder, in coordination with the County and WMATA, will identify potential allowances and/or contingencies to address risks that cannot be otherwise mitigated. Value engineering, risk management, and constructability reviews are expected as part of this phase, as applicable, and throughout the entire design development and pre-construction process. This phase and the associated required submittals are more fully described in Part 3 of the Draft Contract (Project Requirements/Scope of Work), contained in Appendix G.

2.2.2 Phase 1B: Design, Engineering, and Pre-Construction Services

During Phase 1B, based on the County-accepted deliverables under Phase 1A and the provisions of the Phase 1B Amendment, the Design-Builder shall develop the design of the Project to a level sufficient for the purposes of establishing its Opinion of Probable Cost (OPC), which will serve as the basis of the project budget, and develop an initial Critical Path Method

Project Schedule (CPM) and Construction Sequencing Plan for Phase 1B and Phase 2 Work. The initial OPC and CPM schedule may be developed at approximately 30% design. The Design-Builder shall develop 30 % design documents for review and approval, including the OPC and shall then advance the design to 60% and update the OPC, incorporating any approved value engineering and constructability concepts. The Design-Builder shall then advance the design to about 80-90% to serve as the basis for the Design-Builder's GMP for Phase 2 Work. This process is more fully described in Appendix G (Draft Contract). During the latter stages of Phase 1B, the Design-Builder will develop its proposed GMP for Phase 2 Work and a detailed CPM schedule for overall Project delivery. In accordance with Part 1 of the Contract Documents, certain discrete elements of the anticipated Phase 2 Work may be delivered via a Contract Modification for Early Work Package(s) commensurate with the Design-Builder's performance of the Phase 1B Work. See Section 1.4.4 for more information regarding Early Work Packages. The Design-Builder shall support the County and WMATA with community outreach and engagement activities, including, but not limited to, the development of presentation materials, surveys, public meetings, and workshops.

2.2.3 Phase 2: Final Design and Construction Services

The County will issue a Notice to Proceed for Phase 2 if it accepts the Design-Builder's Phase 2 proposal for the Phase 2 Work and determines that it is in the County's and the general public's best interest to continue working with the Design-Builder. The Contract includes information regarding the County's and the Design-Builder's rights and obligations in the event that the County does not accept the Design-Builder's Phase 2 Proposal or issues a Notice to Proceed for Phase 2. If the County accepts the Design-Builder's Phase 2 Proposal and issues a Notice to Proceed for Phase 2, the Contract will be amended to incorporate the accepted Phase 2 Proposal. At such time, the Design-Builder will be required to fulfill its obligations regarding performance and payment bonds and insurance coverage in accordance with the Contract Documents.

Phase 2 Work includes final design, construction, and commissioning services for the Project, in whole or in part, depending on the agreed scope of work for the Phase 2 Amendment. This may include several work packages, each of which must have a corresponding GMP. The Design-Builder will be required to perform the Phase 2 Work in accordance with the negotiated scope resulting from the Phase 1A Work, Phase 1B Work, and the Contract Amendment for Phase 2 Work. The Phase 2 Work includes completion of any Design Work not included in Phases 1A and 1B, permitting, construction of the mutually agreed to scope, testing, and commissioning, development/submission of As-Built Plans and record documents, and achieving Final Acceptance of the Project (as prescribed in the Contract Documents). Phase 2 also includes implementing all environmental and mitigation measures identified in the NEPA document.

2.2.4 Early Work Packages

As more fully described in Appendix G (Draft Contract), the Design-Builder may be required to commence performance of certain Early Work Package(s) identified and agreed upon by the County and the Design-Builder during Phase 1B in advance of the full Notice to Proceed for Phase 2. The County may authorize the performance of Early Work Packages during Phase 1B by issuing interim Notices to Proceed for Early Work Packages in advance of the full Notice to Proceed for Phase 2. Following negotiations on Early Work Packages and upon the County's acceptance of the Work, the Design Builder will be required to fulfill its

obligations regarding performance bonds, payment bonds, and insurance coverage in accordance with the Contract Documents.

2.3. Performance Metrics and Contract Management

2.3.1 Funding Overview

Funding for the Project is expected to be provided through a combination of federal, state, and local sources. The County was awarded a Federal grant from the United States Department of Transportation's (USDOT) Fiscal Year 2025 Better Utilizing Investments to Leverage Development (BUILD) Program, administered by the FTA, for which certain process and oversight requirements, as outlined in the FTA Master Agreement, dated May 2, 2024, Circular 4220.1G – Third Party Contracting Guidance, and FTA's Best Practices Procurement Manual Appendix A.1 and, 48 CFR Part 36 Subpart 36.3, are applicable. The Design-Builder is anticipated to support the County with FTA's Project Readiness review process as necessary (e.g., Value Engineering and Constructability evaluations) and other FTA requirements as set forth in the Contract.

2.3.2 RFP Documents

This RFP provides instructions for Offerors to follow in their Proposals. Technical Proposals must comply with the provisions of this RFP and must address and/or consider the project goals identified in Section 1.3 *(Project Priorities and Goals)*, above.

The RFP Documents include the following:

(A) RFP including Appendices;

(B) Draft Contract Documents (Appendix G):

1. Part 1 (Progressive Design-Build Contract);
2. Part 2 (General Conditions of Progressive Design-Build Contract);
3. Part 3 (Project Requirements/Scope of Work);

(C) Reference Documents (Appendix F); and

(D) Addenda to the RFP issued by the County.

The Contract Documents will also include the Memoranda of Agreement with Stakeholders (once drafted and executed will become Part 4) and the Design-Builder's Proposal (which will become Part 5). The RFP, Reference Documents, and any Addenda to the RFP will **NOT** become part of the Contract Documents.

Each Offeror is solely responsible and liable for all investigations and analyses related to the preparation of its Proposal for the Project, as more fully described in Section 1.7 (Reference Documents and Diligence), including the costs of such preparation, in accordance with Section 2.6 (Offeror's Costs Not Reimbursable), and complying with all requirements of this RFP.

2.3.3 Reference Documents and Diligence

Certain documents (Reference Documents) are made available to the Offerors for the purpose of providing such information relating to the RFP process or the Project as is in

possession of the County. Links to Reference Documents are provided in Appendix F (Reference Documents).

Except as otherwise clearly stated in the Draft Contract:

- The County makes no representations or warranties with respect to the reliability, relevance, accuracy, completeness, or fitness for any purpose of any of the Reference Documents and will not be responsible or liable to any Offeror for any loss or cause of action whatsoever suffered by an Offeror by reason of any use of information contained in or any action in reliance on, a Reference Document.

- If an Offeror intends to use information contained in any Reference Document, such use will be at Offeror's own risk. An Offeror is solely responsible for determining which information is sufficiently reliable, relevant, accurate, complete, and fit for Offeror's use and intended purpose.

- The County will not be liable to any Offeror for any failure to make available any materials, documents, drawings, plans, or other information relating to the Project. The Reference Documents are subject to revision at any time, but the County is under no obligation to notify an Offeror of any such revisions.

By submission of a Proposal, the Offeror will, subject to the terms of this RFP, be deemed to have satisfied itself as to:

- the nature and extent of the risks to be assumed by the Design-Builder under the Contract; and

- the accuracy and adequacy of any information obtained from the County or otherwise.

The Offeror acknowledges and confirms that it will not submit a Proposal on the basis of, and is not entitled to rely upon, any statement or representation (whether negligent, innocent, or otherwise) or warranty or other provision (whether oral, written, express, or implied) made or agreed to by the County, any of its agents or employees.

2.3.4 Definitions

Refer to Appendix A (Definitions and Interpretations), for the meaning of various abbreviations, acronyms, and terms used herein.

2.3.5 Procurement and Project Schedule

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

Issue RFP	November 16, 2026
Pre-Submission Conference	December 9, 2026 11:00 AM EST
Deadline to submit questions	December 28, 2026 5:00 PM EST
County will respond to questions	January 18, 2027

Issue RFP Addendum (if required)	February 5, 2027
Proposal Due Date***	February 24, 2027 3:00 PM EST
Technical Presentation/Interviews*	week of March 22, 2027
Anticipated Notice of Intent to Award Date	April 22, 2027
Anticipated Contract Execution	May 20, 2027
Anticipated Notice to Proceed (NTP)	May 31, 2027
Phase 1A Duration	120 calendar days from NTP
Targeted End of Phase 1B**	Q1 of 2028
Project Completion (including As-Built Permits)	March 31, 2031

*Invitations to Interviews to be distributed no less than 10 days prior.

**Subject to change based on negotiated Scope of Work and Schedule for Phase 1B Services.

The Proposal must be submitted no later than **February 24, 2027, prior to 3:00 p.m.** (prevailing local time - EST).

***Subject to change, if changed it will be via Solicitation Amendment

SECTION 3. SUBMISSION INSTRUCTIONS

3.1. Proposal Submissions

1. Failure of an offeror to submit all required proposal submissions may render its proposal unacceptable as determined by the Director, Office of Procurement.
2. Offerors must electronically submit their proposal through BidNet Direct in the format detailed below. Proposals will be evaluated only on material that is submitted. The offeror must submit sufficient information to enable the Qualification Selection Committee (QSC) to evaluate the offeror's capabilities and experience.

   The Offeror is responsible for ensuring that the materials uploaded to BidNet Direct are properly formatted and not corrupted. Offerors should carefully check their submissions on BidNet Direct following upload to confirm that all documents were properly uploaded and legible. Offerors will not be allowed to submit or supplement any missing, corrupted, or illegible documents after the solicitation has closed.

   Proposals must include the following information (including labeled sections numbered as shown):

   3.1.2.1. A **cover letter** with a brief description of the firm, including the offeror's name, address, telephone number, and email address.