

VDOT

Virginia Department of Transportation

REQUEST FOR PROPOSALS

**DESIGN-BUILD PROJECT FOR
ROUTE 29 SOLUTIONS**

Albemarle County, Virginia

State Project Nos.:

US 29 & Rio Road Grade Separated Intersection (0029-002-091)

US 29 Widening (0029-002-135)

Berkmar Drive Extension (9999-002-900)

Federal Project Nos.:

Design-Build Project for Route 29 Solutions: 5104(230)

Contract ID Number: C00077383DB80

DATE: October 2, 2014

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PART 1

INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (VDOT) hereby requests submittals of Design-Build proposals (Proposals) for the Design-Build Project for Route 29 Solutions in Albemarle County, Virginia (Project). This Request for Proposals (RFP) is issued to those entities which submitted Statements of Qualifications (SOQs) pursuant to VDOT's July 24, 2014 Request for Qualifications (RFQ) and were invited to submit proposals in response to this RFP. The purpose of this RFP is to determine which short-listed Offeror (the "Successful Offeror") will be awarded the design-build contract (Design-Build Contract) for the Project. Refer to Part 2 of the RFP (Technical Requirements) for the scope of work, technical information and requirements.

The Project priorities are:

- Cost – provide the best price for the scope of work identified in this RFP,
- Approach to Construct the US 29 & Rio Road Grade Separated Intersection – Offeror's anticipated means and methods, resources and approach to managing all aspects of constructing the US 29 & Rio Road Grade Separated Intersection project such that the potential impacts and risks for all stakeholders are limited while meeting the Project objectives, incentives, milestones and completion dates.
- Approach to Construct the Entire Project – Offeror's anticipated means and methods, resources and approach to managing all aspects of constructing the entire Project such that the potential impacts and risks for all stakeholders are limited while meeting the Project objectives, incentives, milestones and completion dates, and
- Design Concept – Efficient design of the Project; meeting or exceeding this RFP's requirements

1.1 Project Overview

The Design-Build Project for Route 29 Solutions is located in Albemarle County, consists of three distinct projects (elements) that are to be procured under a single design-build contract. Two of the projects (US 29 & Rio Road Grade Separated Intersection and US 29 Widening) are to have Federal funding participation and oversight. The other project (Berkmar Drive Extension) will receive no Federal funding participation and instead be fully funded by the State.

A Design Public Hearing will be held for this Project on October 14, 2014. Any changes required to the Technical Requirements as a result of the comments received from the Public Hearing will be incorporated into the upcoming Addendum.

The three projects to be procured under this single design-build contract are described as follows:

US 29 & Rio Road Grade Separated Intersection

This project generally includes construction of a grade separated intersection at the existing intersection of US Route 29 and Rio Road (Rte. 631) that shall carry US Route 29 through traffic beneath Rio Road. US Route 29 is classified as an Urban Other Principal Arterial and is part of the National Highway System that is located within a Corridor of Statewide Significance. The length of this project is approximately 1.0 mile and extends between Dominion Drive (Rte 851) and Woodbrook Drive (Rte 1417). This intersection is one of the major intersections that will be used to accommodate traffic to and from Berkmar Drive, Hillsdale Drive and the John Warner Parkway.

US 29 Widening

This project generally includes widening and improvements to US Route 29 to complete a six-lane roadway section from Polo Grounds Road (Rte. 643) to Towncenter Drive (Rte 1719). The existing configuration of US Route 29 will be required to be upgraded to meet current geometric standards including, but not limited to, stopping sight distance. The length of this project is approximately 1.8 miles.

Berkmar Drive Extension

This project generally includes construction of an extension to an existing urban collector road (Berkmar Drive) on a new alignment located parallel to US Route 29 and includes a major bridge structure spanning the South Fork of the Rivanna River. The length of this project element is approximately 2.3 miles and extends between Hilton Heights Road (Rte 1438) and Towncenter Drive (Rte 1719).

1.2 Project Objective

The objective of the Project is to increase capacity and mobility, improve safety and improve operational deficiencies along the US Route 29 corridor while at the same time minimizing impact during construction to the traveling public, local residences and businesses. Maintenance of traffic and accessibility to local businesses during construction will be a significant consideration for the successful delivery of this Project. The Design-Builder will be expected to bring the necessary resources and expertise to efficiently and effectively execute these projects with the ultimate goal to meet the milestone dates and realize the maximum incentives for interim and final completion milestones with high quality.

The Design-Builder will be required to develop successful strategies to minimize congestion and to limit impacts to the traveling public and effected businesses throughout the course of construction. In addition, the Design-Builder will develop and manage effective communication strategies and working relationships with the Route 29 Project Delivery Advisory Panel (PDAP), business owners and other key stakeholders. The Design-Builder must have adequate resources to include equipment and personnel to meet Project objectives and

quickly react to resolve unforeseen field conditions such as unknown utilities and differing site conditions (i.e. unforeseen changes in geotechnical related conditions) to keep the Project on schedule. Utility coordination, adjustments, and relocations are expected to be well integrated into the Project sequencing to ensure limited disruption to utility services, to minimize the possibility of schedule delays and to have strategies in-place to restore services if unscheduled disturbance occur.

1.3 Procurement Overview

VDOT will use a two-phase selection process on the Project. In accordance with the requirements of this RFP, short-listed Offerors will submit a Proposal consistent with Part 1, Section 4.0. Upon completion of the evaluation and scoring of the Proposals, and subject to the process set forth in Part 1 Section 5.0 of this RFP, the highest scored Offeror will be recommended to the Chief Engineer for an award of a fixed price Design-Build Contract by the Commonwealth Transportation Board (CTB). The award of a contract will be made to the Successful Offeror in accordance with Part 1, Section 8.0 of this RFP.

Offeror's Proposals will be evaluated and scored by VDOT based upon the evaluation criteria established in this RFP and in accordance with the Guidelines for Evaluation of Design-Build Proposals, revised May 2014 (a copy of the same may be found at <http://www.virginiadot.org/business/design-build.asp>). An Offeror's Proposal must meet all requirements established by this RFP. Requirements of this RFP generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's Proposal. Failure to meet an RFP requirement may render an Offeror's Proposal non-responsive. The extent to which an Offeror's Technical Proposal meets or exceeds evaluation criteria will be evaluated by the VDOT Evaluation Team and be reflected in the VDOT Evaluation Team's scoring (in their sole discretion) of the Offeror's Technical Proposal.

2.0 BACKGROUND INFORMATION

2.1 Legislative Authority

§33.1-12(2)(b) of the Code of Virginia authorizes VDOT and the Commonwealth Transportation Board (CTB) to develop and award contracts using the Design-Build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest (FOPI) dated July 21, 2014. The FOPI is available for inspection upon request.

2.2 Budget

VDOT's current total budget for this Project is approximately \$185 million for Preliminary Engineering (PE), Right of Way (RW), and Construction (CN) to include incentives.

2.3 Procurement Schedule, Project Milestones and Incentives

2.3.1 VDOT has established incentives for several milestone completion dates for the Project. A description of the milestone completion dates and requirements to achieve the associated incentives are included in the Attachment to Part 3 Article 5 (Provision for Interim Milestones and “No Excuses” Incentives). VDOT currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Design-Build Contract. This schedule is subject to revision and VDOT reserves the right to modify this schedule as it finds necessary, in its sole discretion.

.1	Advertise RFP	10/02/2014
.2	Mandatory Pre-Proposal Meeting w/ Offerors	10/09/2014 (10:00AM prevailing local time)
.3	Mandatory Utility Meeting w/ Offerors	10/09/2014 (11:00AM prevailing local time)
.4	Proprietary Meetings #1	10/22/2014
.5	RFP Addendum	11/06/2014
.6	Proprietary Meetings #2 (if necessary)	11/19/2014
.7	Technical Proposal Submission Date	12/04/2014 (4:00PM prevailing local time)
.8	Complete Evaluation of Technical Proposals	01/05/2015
.9	Price Proposal Submission Date	01/13/2015 (4:00PM prevailing local time)
.10	Open Price Proposals	01/14/2015
.11	Notice of Intent to Award	01/16/2015
.12	CTB Approval/Notice to Award	02/18/2015
.13	Design-Build Contract Execution	03/03/2015
.14	Notice to Proceed	03/04/2015
.15	Interim Milestone Incentive Dates	(Part 3, Attachment to Article 5)
.16	Early Completion of Entire Project	07/01/2017
.17	Final Completion Date	10/30/2017

2.4 VDOT’s Point of Contact

VDOT’s sole point of contact (POC) for matters related to the RFP shall be John Daoulas, P.E. VDOT’s POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with VDOT’s POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name: John Daoulas, P.E.
Address: Virginia Department of Transportation
1401 East Broad Street
Annex Building, 8th Floor
Richmond, VA 23219

Mailing Address: 1401 East Broad Street
Richmond, VA 23219

Phone: (804) 371-6787

Fax: (804) 786-7221
E-Mail: John.Daoulas@vdot.virginia.gov

VDOT disclaims the accuracy of information derived from any source other than VDOT's POC, and the use of any such information is at the sole risk of the Offeror.

All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with "Design-Build Project for Route 29 Solutions, Contract ID No. C00077383DB80".

2.5 RFP Information Package

An RFP Information Package will be mailed to the Offeror's Point Of Contact for each of the three short-listed firms immediately following the RFP Release Date and the Addendum RFP release date. The contents of the RFP Information Package are listed in Part 2 of the RFP.

2.6 RFP Documents

2.6.1 The documents included in this RFP (collectively the "RFP Documents") consist of the following parts and any addenda, as well as any attachments and exhibits contained or identified in such sections:

PART 1 – REQUEST FOR PROPOSALS, INSTRUCTIONS FOR OFFERORS
PART 2 – PROJECT TECHNICAL INFORMATION AND REQUIREMENTS,
INCLUDING RFP INFORMATION PACKAGE (CD-ROM)
PART 3 – LUMP SUM DESIGN-BUILD AGREEMENT
EXHIBIT 1 to PART 3 – PROJECT SPECIFIC TERMS
PART 4 – GENERAL CONDITIONS
PART 5 – DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS

VDOT has developed standard template Part 3, 4 and 5 (July 2013) documents. These documents have been compiled into a standard package available for download at the following location:

<http://www.virginiadot.org/business/design-build.asp>

2.6.2 Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarifications will be submitted as part of the Proprietary meeting process at least five (5) working days before the Proprietary Meetings #1 date specified in Part 1, Section 3.5 of this RFP. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued Addendum.

2.6.3 Offeror's POC shall be notified via email and provided an electronic copy of any Addenda to the RFP Documents. Hard copies of the Addenda will be available upon request. If

there is any conflict between the electronic format and hard copy of any RFP Document or Addenda, the hard copy on file shall control.

2.7 Deviations from the RFP Documents

If an Offeror would like to deviate from any requirement of an RFP Document, it shall notify VDOT in writing of such proposed deviations at or prior to the Proprietary Meetings described in Part 1, Section 3.5. VDOT has the sole discretion as to the acceptability of any such proposed deviations. If VDOT's review of the proposed deviation leads it to believe that the proposed deviation will meet the intent of project scope, it will issue an Addendum as appropriate, subject to the provisions of Part 1, Section 2.8.

2.8 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Design-Build Contract, the Design-Builder will be obligated to meet the requirements of the RFP Documents for the Contract Price and within the Contract Time(s). Offerors are on notice that VDOT's review of Technical Proposals with respect to the RFP, as well as its issuance of any Addendum relative to a proposed deviation under Part 1, Section 2.7, shall not be construed as relieving the Design-Builder of this obligation. Offerors are on further notice that VDOT will review, comment and/or approve the Design-Builder's final design after the award of the Design-Build Contract, in accordance with Part 4, Article 2.

3.0 GENERAL PROCEDURES AND REQUIREMENTS

Part 1, Section 3.0 provides general information, procedures and requirements related to the pre-submittal period to be followed by all Offerors.

3.1 Relationship of RFQ and RFP

Offerors are advised that the content of the RFP Documents may differ from the content of the RFQ Documents. In the event of any conflict between the RFQ Documents and the RFP Documents, the RFP Documents shall govern.

3.2 Offeror's Pre-Submittal Responsibilities and Representations

3.2.1 Each Offeror shall be solely responsible for examining the RFP Documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

- .1 Visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;

- .2 Addressing all potential impacts with affected utility and business owners and third parties and ensuring all such impacts have been included in the Offeror's Technical and Price Proposals;
- .3 Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- .4 Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- .5 Notifying VDOT in writing, in accordance with the processes set forth in Part 1, Section 7.0, of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by VDOT.

3.3 Pre-Proposal Meeting

VDOT will hold a **mandatory** Pre-Proposal Meeting of all Offerors on the date and time set forth in Part 1, Section 2.3.1 at the VDOT Culpeper District Auditorium located at 1601 Orange Road, Culpeper, VA 22701. A representative from each Offeror is required to attend the Pre-Proposal meeting in order for the Offeror's Proposal to be considered. No more than eight (8) representatives from each Offeror (inclusive of any other member of Offeror's team) will be allowed to participate in the Pre-Proposal meeting.

3.4 Utility Meeting

VDOT will hold a **mandatory** Utility Meeting of all Offerors on the date and time set forth in Part 1, Section 2.3.1 at the VDOT Culpeper District Auditorium located at 1601 Orange Road, Culpeper, VA 22701. A representative from each Offeror is required to attend the Utility Meeting in order for the Offeror's Proposal to be considered. No more than eight (8) representatives from each Offeror (inclusive of any other member of Offeror's team) will be allowed to participate in the Utility Meeting.

3.5 Proprietary Meetings

3.5.1 Each Offeror is to participate in the Proprietary meetings with VDOT, with the anticipated dates for such meetings set forth in Part 1, Section 2.3.1. Each meeting would be private, in that only one Offeror would meet with VDOT at a time, and is expected to last no longer than two (2) hours per Offeror.

3.5.2 The purpose of the Proprietary meetings is to give each Offeror, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, and administrative procedures, and for the Offeror to discuss any proposed deviations to the RFP. The meetings are also intended to enable VDOT to express, among other things, whether the Offeror is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to VDOT. At least five (5) working days before each meeting the Offeror shall submit to VDOT in writing the names and functions of each of its attendees and the issues, clarifications and questions to be discussed. To assure a meaningful meeting, the Offeror's issues, clarifications and questions should be specific in nature to allow VDOT the opportunity to formulate a response before the meeting and should not be submitted as general topic discussions. No more than eight (8) team members may attend such meetings. The Principal Officer for the Offeror shall be one of the attendees for each Proprietary meeting.

3.5.3 The Offeror shall prepare minutes of each Proprietary meeting with VDOT and furnish the minutes in Microsoft Word format, for review and concurrence to VDOT within three (3) business days of the meeting by 5:00 P.M. prevailing local time. VDOT reserves the right to edit and return such meeting minutes to the Offeror to reflect VDOT's understanding of the meeting. Because of the proprietary nature of these meetings, neither the agenda nor the minutes will be subject to disclosure until after the award of the Design-Build Contract except as noted in Part 1, Section 3.5.4. If meeting minutes are not provided in accordance with the aforementioned time restriction, everything discussed at the meeting will be considered null and void and any understanding reached during the meeting will not be applicable between the parties to the meeting.

3.5.4 While the discussions in these Proprietary meetings are intended to be confidential, nothing shall preclude VDOT from exercising any rights that it may have under this RFP, including the right to issue a clarification or revision of the RFP, or an Addendum, as a result of what is discussed in such meetings.

3.5.5 Nothing herein shall be construed to preclude VDOT from speaking with any Offeror at any time prior to the opening of the Price Proposals, and VDOT expressly reserves all such rights to do so.

3.6 Acknowledgment of Receipt of RFP, Revisions, and/or Addenda

Offeror shall provide to VDOT the Acknowledgement of Receipt of RFP, Revisions and/or Addenda (Form C-78-RFP), set forth as Attachment 3.6, signed by the Offeror's Point of Contact or Principal Officer, with submission of the Technical Proposal, which will serve as acknowledgement that the Offeror has received this RFP.

4.0 CONTENTS OF PROPOSALS

Part 1, Section 4.0 describes specific information that must be included in the Proposal. The format of such information is described in Part 1, Section 6.

4.0.1 Offerors will submit a two-part Proposal:

.1 The Technical Proposal will consist of all information required under Part 1, Section 4, except for that required by Part 1, Section 4.8 and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.3.1, and separate from that submitted for the Price Proposal. Offerors shall complete the Technical Proposal Checklist, Attachment 4.0.1.1, and include it with their Technical Proposal. The purpose of the Technical Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's Technical Proposal and to provide a page reference indicating the location in the Technical Proposal of each submittal requirement. It shall also include an original signed copy of Acknowledgement of Receipt of RFP, Revisions and/or Addenda (Form C-78-RFP), Attachment 3.6.

.2 The Price Proposal will consist of the information required by Part 1, Section 4.8 and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.3.1, and separate from that submitted for the Technical Proposal. The Price Proposal will not be opened until the Technical Proposal has been evaluated and scored pursuant to Part 1, Section 5. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. By submitting its Price Proposal, the Offeror certifies that the Project presented in its Technical Proposal for the Design-Build Project for Route 29 Solutions that include US Route 29 & Rio Road Grade Separated Intersection, US 29 Widening and Berkmar Drive Extension is in conformance with all technical requirements indicated in the RFP, Revisions and/ or Addenda.

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

4.0.3 If an Offeror has concerns about information included in its Proposal that may be deemed confidential or proprietary, the Offeror shall adhere to the requirements set forth by Part 1, Section 11.1.2.

4.1 Letter of Submittal

4.1.1 The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Contract with VDOT. The Letter of Submittal shall be signed by an authorized representative of Offeror's organization. All signatures shall be original and signed in ink.

4.1.2 Declare Offeror's intent, if selected, to enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

4.1.3 Pursuant to Part 1, Section 8.2, declare that the offer represented by the Technical and Price Proposals will remain in full force and effect for one hundred twenty (120) days after the date the Technical Proposal is actually submitted to VDOT (“Technical Proposal Submission Date”).

4.1.4 Identify the name, title, address, phone and fax numbers, and email address of an individual who will serve as the Point Of Contact for the Offeror.

4.1.5 Identify the name, address and telephone number of the individual who will serve as the Principal Officer for the Offeror (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

4.1.6 Include either an executed Proposal Payment Agreement, in the form set forth in Attachment 9.3.1, or an executed Waiver of Proposal Payment, in the form set forth in Attachment 9.3.2.

4.1.7 Provide the Certification Regarding Debarment Forms as set forth in Part 1, Section 11.8.6.

4.2 Offeror’s Qualifications

4.2.1 Offeror shall confirm in its Proposal that the information contained in their SOQ remains true and accurate in accordance with Part 1, Section 11.4.

Evaluation Criteria 4.2.1: Pass/Fail – Offeror provided statement that either confirms the information in SOQ remains true and accurate or indicates that any requested changes were previously approved by VDOT.

4.2.2 Furnish an organizational chart, showing the “chain of command” and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the Project, including quality control/quality assurance. Additionally, furnish a narrative describing the functional relationships among participants for the organizational chart. The organizational chart and narrative shall be updated from the SOQ submittal as necessary and shall clearly indicate any changes that have been made and were previously approved by VDOT in accordance with Part 1, Section 11.4.

Evaluation Criteria 4.2.2: Pass/Fail – Offeror submits an organizational chart (revised, if necessary, along with revised narrative, where applicable).

4.3 Design Concept

Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror’s approach to designing each element of the Project to include the US 29 & Rio Road Grade Separated Intersection project, US 29 Widening project and the Berkmar Drive Extension

projects. In evaluating the Offeror's design concept, VDOT's Evaluation Team will score (in their sole discretion) the Offeror's Technical Proposals based upon the evaluation criteria found in this RFP. Failure to meet an RFP requirement may render a Technical Proposal non-responsive. The extent to which an Offeror meets or exceeds evaluation criteria will be rated by the VDOT Evaluation Team and will be reflected in the VDOT Evaluation Team's scoring of the Technical Proposals submitted by Offerors.

The roadway inventory information and major roadway design criteria for the US 29 & Rio Road Grade Separated Intersection project, the US 29 Widening project and the Berkmar Drive Extension project are identified in the Design Criteria Tables included the RFP Technical Requirements (Part 2) as Attachments 2.2.1 and 2.2.2. For each of the three projects the Offeror's Technical Proposal shall (a) meet or exceed all requirements listed in the Design Criteria Tables, (b) indicate that the limits of construction to include all stormwater management facilities are within the existing/ proposed right-of-way limits shown in the RFP Conceptual Plans for the three projects with the exception of permanent and temporary easements, and (c) not include design elements that require Design Exceptions and/ or Design Waivers unless they are identified or included in the RFP or Addendum.

The Offeror's Design Concepts for the Project should include the following:

4.3.1 US 29 & Rio Road Grade Separated Intersection

.1 Conceptual Roadway Plans: For the US 29 & Rio Road Grade Separated Intersection project, furnish descriptions and 11"x 17" Conceptual Roadway Plans, indicating: (a) general geometry including horizontal curve data and associated design speeds, the number and widths of lanes, shoulders and sidewalks; (b) horizontal alignments; (c) profile grade line for all segments and connectors; (d) typical sections with cross slopes of the roadway segments to include ramps, retaining walls and bridge/tunnel structures; (e) conceptual hydraulic and stormwater management design; (f) proposed Right of Way limits (i.e. shown as an overlay of the Offeror's proposed Right of Way limits and VDOT's RFP Conceptual Right of Way limits, highlighting the differences between the two); and (g) proposed utility impacts.

.2 Conceptual Structural Plans: For the US 29 & Rio Road Grade Separated Intersection bridge/tunnel structure, furnish descriptions and 11"x 17" Conceptual Structural Plans for the bridge/tunnel structure(s), retaining wall(s), permanent and/or temporary shoring and major drainage structure(s) proposed. The Conceptual Structural Plans shall include an elevation view, transverse section and substructure configurations for the proposed structure. The description of the structural concept shall include the architectural treatment that will be used for all components of the proposed structure and retaining walls and shall include any National Fire Protection Association (NFPA) 502 protection requirements that will be included as part of the Offeror's final design.

4.3.2 US 29 Widening

.1 Conceptual Roadway Plans: For the US 29 Widening project, furnish descriptions and 11"x 17" Conceptual Roadway Plans, indicating: (a) general geometry including horizontal curve data and associated design speeds, the number and widths of lanes, shoulders and sidewalks; (b) horizontal alignments; (c) profile grade line for all segments and connectors; (d) typical sections with cross slopes of the roadway segments to include ramps, retaining walls and bridge structures; (e) conceptual hydraulic and stormwater management design; (f) proposed Right of Way limits (i.e. shown as an overlay of the Offeror's proposed Right of Way limits and VDOT's RFP Conceptual Right of Way limits, highlighting the differences between the two); and (g) proposed utility impacts.

4.3.3 Berkmar Drive Extension

.1 Conceptual Roadway Plans: For the Berkmar Drive Extension project, furnish descriptions and 11"x 17" Conceptual Roadway Plans, indicating: (a) general geometry including horizontal curve data and associated design speeds, the number and widths of lanes, shoulders and sidewalks; (b) horizontal alignments; (c) profile grade line for all segments and connectors; (d) typical sections with cross slopes of the roadway segments to include ramps, retaining walls and bridge structures; (e) conceptual hydraulic and stormwater management design; (f) proposed Right of Way limits (i.e. shown as an overlay of the Offeror's proposed Right of Way limits and VDOT's RFP Conceptual Right of Way limits, highlighting the differences between the two); and (g) proposed utility impacts.

.2 Conceptual Structural Plans: For the Berkmar Drive Extension bridge that will span the South Fork of the Rivanna River, furnish descriptions and 11"x 17" Conceptual Structural Plans for the bridge structure, retaining wall(s) and major drainage structure(s) proposed. The Conceptual Structural Plans shall include an elevation view, transverse section and substructure configurations for the proposed structure.

Evaluation Criteria 4.3: Extent to which the Offeror's Design Concepts for all three elements of the Project meets or exceeds the design standards and specifications for the Project's intended scope of work and will benefit end users, particularly in terms of safety and operations, construction impacts, and public acceptance. Additionally, the extent to which the Offeror has considered the types of materials, methods, and functionality used to reduce the need for future inspection and maintenance, thus providing VDOT full confidence in the Project's long-term asset performance and durability.

4.4 Approach to Construct the US 29 & Rio Road Grade Separated Intersection

Offeror should provide sufficient information to enable VDOT to understand and evaluate the Offeror's anticipated means and methods, available resources and approach to manage all aspects of constructing the US 29 & Rio Road Grade Separated Intersection project. Offeror's approach should include anticipated impacts it will have on the traveling public and local businesses while satisfying the Project objectives and completion dates. In evaluating the

Offeror's approach to construct the US 29 & Rio Road Intersection, VDOT's Evaluation Team will score (in their sole discretion) the Offeror's Technical Proposals based upon the evaluation criteria found in this RFP. Failure to meet an RFP requirement may render a Technical Proposal non-responsive. The extent to which an Offeror's Technical Proposal meets or exceeds evaluation criteria will be rated by the VDOT evaluation team and will be reflective of the VDOT Evaluation Team's scoring of the Technical Proposals submitted by Offerors.

4.4.1 Sequence of Construction - US 29 & Rio Road Grade Separated Intersection:

Describe the Offeror's approach to construction phasing including the general sequence of activities and how the Offeror will utilize its available resources to satisfying the Project objectives and completion dates. Describe how the Offeror's approach has considered public safety and has included measures to limit disruptions to vehicular and pedestrian traffic through the work area, local businesses and public transportation facilities/roadways.

Evaluation Criteria 4.4.1: Extent to which the Offeror's approach to sequencing construction activities provides confidence to VDOT that the Project objectives and completion dates will be satisfied including but not limited to; safety and operations, consideration of geotechnical constraints, environmental impacts, right of way acquisition, staging and storage areas, public involvement, stakeholder coordination to ensure minimal disruption of local businesses, and governmental approvals. Extent to which the Offeror has demonstrated a commitment to allocate the necessary resources required to satisfy the Project objectives and completion dates.

4.4.2 Transportation Management Plan - US 29 & Rio Road Grade Separated Intersection:

Describe the Offeror's approach to maintaining traffic and access to businesses through all phases of construction of the US 29 & Rio Road Grade Separated Intersection project. Describe in detail proposed alternative routes and detours, lane closures, incident management, modifications to business entrances, street or ramp closures, temporary detours, time of day restrictions, flagging operations, and minimum lane widths required to satisfy the Project objectives and completion dates. The Transportation Management Plan shall accommodate the safe and efficient operation for all users including but not limited to Emergency Medical Services (EMS), school buses, transit vehicles, trucks, pedestrians and bicyclists.

Evaluation Criteria 4.4.2: Extent to which the Offeror's experience in performing traffic and operational analysis provides confidence to VDOT that traffic will be maintained in a manner that will ensure safety and mobility for the travelling public through all phases of construction. Extent to which the Offeror's transportation management plan has considered incident management and is able to communicate alternative routes and detours to the traveling public, anticipate areas of congestion and make timely adjustments to the plan to maintain the flow of traffic through all phases of construction.

4.4.3 Utilities - US 29 & Rio Road Grade Separated Intersection: Describe the Offeror's approach for utility coordination, adjustments, and relocations for the US 29 & Rio Road Intersection project. Identify which utilities the Offeror believes to be in conflict with their

design, as well as potential solutions for accommodating those utilities. Discuss mitigation strategies to offset the potential impacts of utility relocations exceeding estimated timeframes or unidentified/ non-located utilities being discovered during construction. Demonstrate that the utility coordination, adjustments, and relocations are well integrated into the Project sequencing to ensure there is limited disruption to service and to minimize the possibility of schedule delays. Also, provide an example strategy to restore services if unscheduled disturbance occurs.

Evaluation Criteria 4.4.3: Extent to which Offeror's approach to utility coordination, adjustments and relocations demonstrates that the Offeror has knowledge and experience working with the known or similar utility owners and/ or types of utilities, can mitigate unexpected utility conflicts, will make reasonable efforts to avoid conflicts with utilities and will minimize impacts where conflicts cannot be avoided. Extent to which the Offeror has accounted for utility coordination, adjustments, and relocations in the construction sequencing, including strategy to restore services if unscheduled disturbance occurs, so that the risk of any delay attributed to utilities or disruption of services is minimized.

4.5 Approach to Construct the Entire Project

Offeror should provide sufficient information to enable VDOT to understand and evaluate the Offeror's anticipated means and methods, available resources and approach to manage all aspects of constructing all three elements of the Project concurrently. This would include a description of the means and methods to be used to construct the US 29 Widening and the Berkmar Drive Extension projects while in coordination with the Work for the US 29 & Rio Road Grade Separated Intersection as described in Section 4.4 above. Offeror's approach should include anticipated impacts it will have on the traveling public and local businesses while meeting the Project objectives and completion dates. In evaluating the Offeror's approach to the construction and coordination of all three elements of the Project, VDOT's Evaluation Team will score (in their sole discretion) the Offeror's Technical Proposals based upon the evaluation criteria found in this RFP. Failure to meet an RFP requirement may render a Technical Proposal non-responsive. The extent to which an Offeror meets or exceeds evaluation criteria will be rated by the VDOT Evaluation Team and will be reflected in the VDOT Evaluation Team's scoring of the Technical Proposals submitted by Offerors.

4.5.1 Sequence of Construction-Entire Project: Describe the Offeror's approach to the coordination and phasing of construction of all three elements of the Project concurrently including the general sequence of activities and allocation of resources required to complete the entire Project while satisfying the Project objectives and completion dates. Describe how the Offeror's approach has considered its impacts on public safety and has included measures to limit disruptions to vehicular, pedestrian and bicycle traffic through the project corridor including adjacent public transportation facilities/roadways and access to local businesses.

Evaluation Criteria 4.5.1: Extent to which the Offeror's approach to sequencing construction activities for all three elements of the Project concurrently provides confidence to VDOT that the Project objectives and completion dates will be satisfied including but not limited to; safety and operations, consideration of geotechnical constraints, environmental impacts, right

of way acquisition, staging and storage areas, public involvement, stakeholder coordination to ensure minimal disruption of local businesses, and governmental approvals. Extent to which the Offeror has demonstrated a commitment to allocate the necessary resources required to satisfy the Project objectives and completion dates.

4.5.2 Transportation Management Plan - Entire Project: Explain how the Offeror will maintain and coordinate traffic for all three elements of the Project concurrently through all phases of construction. Describe in detail proposed alternative routes and detours, lane closures, incident management, street or ramp closures, temporary detours, time of day restrictions, flagging operations and minimum lane widths required to satisfy the Project objectives and completion dates. The Transportation Management Plan shall accommodate the safe and efficient operation for all users including but not limited to Emergency Medical Services (EMS), school buses, transit vehicles, trucks, pedestrians and bicyclists throughout the Route 29 Corridor through all phases of construction.

Evaluation Criteria 4.5.2: Extent to which the Offeror's approach to maintaining traffic for all three elements of the Project concurrently, provides confidence to VDOT that traffic will be maintained in a manner that will ensure safety and mobility for the travelling public throughout the Route 29 Corridor through all phases of construction. Extent to which the Offeror's transportation management plan has considered incident management and is able to communicate alternative routes and detours to the traveling public, anticipate areas of congestion and make timely adjustments to the plan to maintain the flow of traffic through all phases of construction.

4.6 Disadvantaged Business Enterprises (DBE)

Provide a written statement that Offeror is committed to achieving a thirteen percent (13%) DBE participation goal for the entire value of the contract.

Evaluation Criteria 4.6: pass/fail – Offeror provides a written statement that meets or exceeds the DBE participation goal for the Project.

4.7 Proposal Schedule

Provide a Proposal Schedule for the Design-Build Project for Route 29 Solutions which will consist of an overall master schedule that includes the three distinct project elements (US 29 & Rio Road Grade Separated Intersection, US 29 Widening and Berkmar Drive Extension). The Proposal schedule shall outline the proposed plan to accomplish the Work including any incentive(s) the Offeror plans to achieve. The Proposal Schedule submissions should include:

- .1 **Proposal Schedule:** The Proposal Schedule should depict the Offeror's proposed overall sequence of work, and times during each work task and deliverable required to complete the Project will be accomplished. The Proposal Schedules should be organized using a hierarchical Work Breakdown Structure (WBS), broken down into major phases of the Project (i.e. project milestones, project

management, Scope Validation Period, design, public involvement, environmental, right-of-way, utility, and construction, etc.) The Proposal Schedules should depict the anticipated project critical path (based on the longest path), reviews by Department, FHWA, other regulatory agencies; and work by suppliers, subcontractors, and other involved parties, as applicable.

- .2 **Proposal Schedule Narrative:** A Proposal Schedule Narrative shall be provided for the Proposal Schedule submitted that describes the Offeror's proposed overall plan to accomplish the Work and, if applicable, to attain incentive(s) including, but not limited to the overall sequencing, a description and explanation of the Critical Path, proposed means and methods, and other key assumptions on which the Proposal Schedule is based.

In addition to hard copy, the Offeror shall provide "PDF" copies of the Proposal Schedule and narrative; as well as a back-up copy of the Proposal Schedule's source document in any of the following electronic file formats: "XER", "PRX", "MPP", or "MPX", on a CD-ROM. Offerors are to note that in addition to the Proposal Schedule, the Design-Builder will develop and submit a Preliminary Schedule and a Baseline Schedule in accordance with Part 3, Section 11.1.

Evaluation Criteria 4.7: Extent to which each of the Offeror Proposal Schedule and Proposal Narrative demonstrates an understanding of the complexities and interrelationships of the technical elements of the Design-Build Project for Route 29 Solutions which consists of an overall master schedule that includes the three distinct project elements (US 29 & Rio Road Grade Separated Intersection, US 29 Widening and Berkmar Drive Extension). Additionally, the Offeror's Proposal Schedule takes into account: internal plan reviews, VDOT plan reviews and approvals, environmental permitting and constraints, right of way acquisition, utility relocation, construction activities, public involvement and QA/QC inspection and testing. The Interim Milestones and Early or Final Completion Dates meet or exceed those listed in Part 1, Section 2.3.1 and with Attachment to Part 3 Article 5 (Provision for Interim Milestones and "No Excuses" Incentives).

4.8 Price Proposal

The information and attachments provided in Part 1, Section 4.8 shall be submitted on the due date and time set forth in Part 1, Section 2.3.1. If the sealed Price Proposal is not submitted on the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the design-build procurement for this Project. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. Additionally, the Offeror shall:

4.8.1 Specify, on the form set forth in Attachment 4.8.1, the Proposal Price, in both numbers and words. The Proposal Price shall be based upon the Proposal Schedule submitted in Part 1, Section 4.7.

Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design and construction of this Project, to include: labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing.

4.8.2 Provide a Schedule of Items for the Price Proposal utilizing the Schedule of Items Form attached hereto as Attachment 4.8.2. This Schedule of Items shall identify the material quantities and costs of each proposed pay item that make up the total Contract Price. The material quantities and costs listed for each proposed pay item shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each pay item shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

Payment for mobilization shall not be scheduled prior to the initiation of construction work for element of the Project. The pay item for mobilization shall be distributed between two separate installments. The first installment of fifty percent (50%) of the Design-Builder's total mobilization cost may be scheduled following partial mobilization and initiation of construction work. The second installment may be scheduled following completion of substantial mobilization, including erection of the Design-Builder's offices and buildings, if any. Preliminary engineering items including, but not limited to, surveying, geotechnical investigations and utility coordination shall not be considered as construction work for the purpose of mobilization.

4.8.3 Submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated monthly earnings schedule on which funds will be required.

4.8.4 Provide the required information set forth in Part 3, Section 6.3, Adjustments to Asphalt, Fuel and Steel Prices.

4.8.5 Provide the Proposal Guaranty required by Section 102.07 of Division I Amendments of the VDOT Road and Bridge Specifications. A copy of the Proposal Guaranty Form C-24 may be found at <http://vdotforms.vdot.virginia.gov/>. **If the Price Proposal Guaranty is not submitted with the Price Proposal, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the Design-Build procurement for this Project.**

4.8.6 Provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.8.6(a) and 4.8.6(b) respectively.

5.0 EVALUATION PROCESS FOR PROPOSALS

5.0.1 VDOT will evaluate each Proposal from each Offeror, with such evaluation being based upon the numerical weighting set forth in Part 1, Sections 5.1 and 5.2. The Technical Proposal

will have a weighting of thirty percent (30%) and the Price Proposal will have a weighting of seventy percent (70%).

5.0.2 In its sole discretion, VDOT may hold interviews, ask written questions of the Offerors, seek written clarifications, conduct discussions on the Proposals, and solicit updated proposals during the evaluation and selection process.

5.1 Technical Proposal Evaluation Factors

5.1.1 The Technical Proposal will be evaluated based upon the following factors. All information required under the identified Sections will be evaluated.

Section	Rating Weight
4.2 Qualifications	pass/fail
4.3 Design Concepts	30%
4.4 Approach to Construct US 29 & Rio Road GSI	30%
4.5 Approach to Construct the Entire Project	30%
4.6 Disadvantaged Business Enterprises (DBE)	pass/fail
4.7 Proposal Schedule	10%
TOTAL	100%

5.1.2 If VDOT determines that a Technical Proposal does not comply with or satisfy requirements of the RFP Documents, VDOT may find such Proposal to be non-responsive. In such event, the Price Proposal corresponding to the non-responsive Technical Proposal will not be opened, but will be returned unopened, along with the non-responsive Technical Proposal, to the Offeror. An Offeror that submits such a non-responsive Technical Proposal will not be eligible to receive any Proposal Payment.

5.1.3 Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. The total Technical Proposal score will be determined in accordance with the Design-Build Evaluation Guidelines, revised May 2014.

5.2 Price Proposal Evaluation Factors

5.2.1 Price Proposals will be scored in accordance with the Design-Build Procurement Manual, dated October 2011 as follows:

.1 The Offeror submitting the lowest Price Proposal will be awarded the maximum number of points, seventy (70).

.2 The next-lowest Price Proposal will be awarded points based on the product of:
(a) the ratio of the lowest Price Proposal divided by the next-lowest Price Proposal; and (b)

seventy (70) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded to the nearest one hundredth of a point.

.3 The process will continue for each of the remaining Price Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Price Proposal divided by the respective Offeror's Price Proposal; and (b) seventy (70) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded to the nearest one hundredth of a point.

5.2.2 VDOT will open and read the Price Proposals publicly on the date and time set forth in Part 1, Section 2.3.1.

5.3 Combining Technical and Price Proposal Scores

5.3.1 The technical score derived from Part 1, Section 5.1 will be added to the price score derived from Part 1, Section 5.2 in accordance with the Design-Build Procurement Manual, dated October 2011.

5.3.2 Negotiations and Award of Contract shall be made in accordance with Part 1, Section 8.0.

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

Part 1, Section 6.0 describes the requirements that all Offerors must satisfy in submitting Proposals. Failure of any Offeror to submit its Proposal in accordance with this RFP may result in rejection of its Proposal.

6.1 Due Date, Time and Location

6.1.1 Technical and Price Proposals must be received by the due date and time set forth in Part 1, Section 2.3.1 (Technical Proposal Submission Date and Price Proposal Submission Date). All submissions, including hand-delivered packages, US Postal Service regular mail, US Postal Service express mail, or private delivery service (FEDEX, UPS, courier, etc.), must be delivered to the following individual at the following address:

Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Brenda L. Williams

Neither fax nor email submissions will be accepted. Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening,

consideration, or evaluation, and will be returned unopened to the sender. VDOT accepts no responsibility for misdirected or lost Proposals.

6.2 Format

The Proposal format is prescribed below. If VDOT determines that a Technical or Price Proposal does not comply with or satisfy requirements of this Section, VDOT may find such Proposal to be non-responsive and may be disqualified from participating in the design-build procurement for this Project.

6.2.1 A sealed parcel containing the Technical Proposal shall be submitted by the due date and time set forth in Part 1, Section 2.3.1. A sealed parcel containing the Price Proposal shall be submitted by the due date and time set forth in Part 1, Section 2.3.1. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as Technical Proposal and Price Proposal as applicable.

6.2.2 Each Offeror shall deliver fifteen (15) identical paper copies of the Technical Proposal, one (1) of which must bear original signatures on the Letter of Submittal, and one (1) CD-ROM containing the entire proposal in a single cohesive Adobe PDF file.

Each copy of the Technical Proposal shall be securely bound, with an identity on its front cover, in the upper right-hand corner, as “Copy ___ of 15 Copies.” **Three ring binders are not permissible.**

The Technical Proposal shall be:

- Divided into two volumes:
 - Volume I shall:
 - Include all requirements of the Technical Proposal, including appendices, with the exception of the Offeror’s Conceptual Plans.
 - Be prepared on 8.5” x 11” white paper (Charts, schedules, exhibits and other illustrative information included in the Technical Proposal may be submitted on 11” x 17” paper, but must be folded to 8.5” x 11”).
 - Volume II shall:
 - Include all Offeror’s Conceptual Plans drawn to an identifiable scale
 - Be prepared on 11” x 17” paper unfolded
- No more than **[one-hundred and twenty (120)]** pages total for Volume I and Volume II combined
 - Page number references should be included in the lower right hand corner on each page of Volume I and Volume II of the Technical Proposal.
 - Design concept plans included in Volume II shall count against the referenced page limit.

- Technical Proposal Attachments, as listed in Part 1, Section 11.11, shall be included, as applicable, in the appendices to Volume I and shall not be counted against the above-referenced page limit.
 - The Proposal Schedules and accompanying Proposal Schedule Narratives shall not be counted against the above-referenced page limit.
 - The appendices to Volume I should be organized at the end of the Volume I.
 - **VDOT will remove and discard all pages, starting with Volume I, that are in excess of the stipulated page limit.**
- Typed on one (1) side only
 - Separated by numbered tabs with sections corresponding to the order set forth in Part 1, Section 4.0, except for that required by Part 1, Section 4.8. The numbered tabs shall not count against the above referenced page limit, provided that no project specific information is included on them.

All printing, except for the front cover of the Technical Proposal, should be:

- Times New Roman, with a font of 12-point. (Times New Roman 10 point font may be used for filling out information on charts, tables and/ or exhibits).

6.2.3 Each Offeror shall deliver one (1) paper copy of the Price Proposal, which must bear original signatures on the Price Proposal Form, and one (1) CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file.

The Price Proposal shall be securely bound and contained in a single volume. **Three ring binders are not permissible.** Additionally, the Price Proposal shall be typed on one (1) side only and separated by numbered tabs with sections corresponding to the order set forth in Part 1, Section 4.8.

7.0 QUESTIONS AND CLARIFICATIONS

7.0.1 All questions and requests for clarification regarding this RFP shall be submitted to VDOT's POC in electronic format (submission by email is acceptable). All questions and requests for clarification shall be submitted in Microsoft Office Word Format. No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

7.0.2 All questions or requests for clarification must be submitted as set forth in Part 1, Section 2.6.2. Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

7.0.3 VDOT's responses to questions or requests for clarification shall be in writing, and may be accomplished by an Addendum to this RFP. VDOT will not be bound by any oral

communications, or written interpretations or clarifications that are not set forth in an Addendum.

7.0.4 VDOT, in its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the Proposal and to help evaluate and rank the Offerors.

8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION

VDOT has determined that Negotiation and Award of Contract will be made in the following manner:

8.1 Negotiations and Award of Contract

8.1.1 VDOT will review the Proposal submitted by the highest-scored Offeror. If the Proposal is responsive and the price proposal is within VDOT's budget for design and construction services, then VDOT will issue a Notice of Intent to Award to the Successful Offeror.

8.1.2 Pursuant to 23 CFR 636.513, VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.1.3 Pursuant to 23 CFR 636.404, if the Proposal Price submitted by the highest-scored Offeror is not within VDOT's budget for design and construction, VDOT may establish a competitive range among the Offerors who have submitted a responsive Proposal.

8.1.4 Pursuant to 23 CFR 636.402, 636.404, and 636.406, prior to VDOT establishing a competitive range, VDOT may hold communications with only those Offerors whose exclusion from or inclusion in, the competitive range is uncertain. Communications will (a) enhance VDOT's understanding of Proposals; (b) allow reasonable interpretation of the Proposal; or (c) facilitate VDOT's evaluation process.

8.1.5 Pursuant to 23 CFR 636.404, after VDOT establishes the competitive range, VDOT will notify any Offeror whose Proposal is no longer considered to be included in the competitive range.

8.1.6 Pursuant to 23 CFR 636.506, 636.507, and 636.508, VDOT will hold discussions with all Offerors in the competitive range. Offerors are advised that VDOT may, in its reasonable discretion, determine that only one Offeror is in the competitive range.

8.1.7 Pursuant to 23 CFR 636.510, VDOT may determine to further narrow the competitive range once discussions have begun. At which point, VDOT will notify any Offeror whose Proposal is no longer considered in the competitive range.

8.1.8 Pursuant to 23 CFR 636.509, at the conclusion of discussions, VDOT, will request all Offeror(s) in the competitive range to submit a final Proposal revision, also called Best and Final Offer (BAFO). Thus, regardless of the length or number of discussions, there will be only one request for a revised Proposal (*i.e.*, only one BAFO).

8.1.9 Pursuant to 23 CFR 636.512, VDOT will review the final Proposals in accordance with the review and selection criteria and complete a final ranking of the Offerors in the competitive range, and then VDOT will issue a Notice of Intent to Award to the Successful Offeror.

8.1.10 Pursuant to 23 CFR 636.513, VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.2 Proposal Validity

The offer represented by each the Technical Proposal and Price Proposal will remain in full force and effect for one hundred twenty (120) days after the Technical Proposal Submission Date. If Award of Contract has not been made by the Commonwealth Transportation Board within one hundred twenty (120) days after the Technical Proposal Submission Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Contract Execution and Notice to Proceed

8.3.1 Within fifteen (15) days of Notice of Intent to Award, Successful Offeror shall deliver to VDOT all pertinent documents in accordance with Section 103 of the Division I Amendments to the VDOT Road and Bridge Specifications. Upon Award of Contract, VDOT will deliver an executed copy of the Design-Build Contract to the Successful Offeror, who shall execute and deliver such copy to VDOT within seven (7) days of receipt.

8.3.2 VDOT reserves the right to issue Notice to Proceed within fifteen (15) days after execution of the Design-Build Contract.

8.3.3 Upon Award of Contract, the Successful Offeror may submit an invoice for an advanced payment of One hundred thousand dollars (\$100,000) of the Contract Price. This amount, which should be included in the Offeror's Price Proposal, represents payment toward design and preconstruction services performed prior to Award of Contract designed to defray some of those expenses by the Successful Offeror. VDOT will not make any other payment toward design and preconstruction services performed prior to Award of Contract to the Successful Offeror. Such invoice shall be processed and paid in accordance with the payment provisions of the Design-Build Contract.

9.0 RIGHTS AND OBLIGATIONS OF VDOT

9.1 Reservation of Rights

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

- .1 The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VDOT of the Design-Build Contract, without incurring any obligations or liabilities.
- .2 The right to issue a new RFP.
- .3 The right to reject any and all submittals, responses and Proposals received at any time.
- .4 The right to modify all dates set or projected in this RFP.
- .5 The right to terminate evaluations of responses received at any time.
- .6 The right to suspend and terminate the procurement process for the Project, at any time.
- .7 The right to revise and modify, at any time prior to the Proposal Submittal Date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
- .8 The right to waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .9 The right to issue Addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- .10 The right to permit submittal of Addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .11 The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

- .12 The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- .13 The right to permit Offerors to add or delete firms and/or key personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- .14 The right to add or delete Offeror responsibilities from the information contained in this RFP.
- .15 The right to appoint and change appointees of the Evaluation Team.
- .16 The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- .17 The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- .18 The right to disqualify any Offeror that changes its submittal without VDOT approval.
- .19 The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.
- .20 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- .21 The right to use all or part of an unsuccessful short-listed Offeror's Proposal that accepts a Proposal Payment.
- .23 The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.
- .24 The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Price Proposal contains unbalanced pricing among the specific portions of work identified therein.

9.2 No Assumption of Liability

9.2.1 Except for such amounts as may be paid through the Proposal Payment set forth in Part 1, Section 9.3.1, for those Offerors who submit a responsive Proposal, but are not awarded the Design-Build Contract; or for such amounts set forth in Part 1, Section 8.3.3 for the Successful

Offeror who may submit an invoice for an advanced payment of One hundred thousand dollars (\$100,000) of the Contract Price; VDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror and its team members.

9.2.2 Except as stated in Part 1, Section 9.3.1, in no event shall VDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and substance satisfactory to VDOT, has been executed and authorized by VDOT and, then, only to the extent set forth therein.

9.3 Proposal Payment

9.3.1 Notwithstanding Part 1, Section 9.2, VDOT is willing to pay those Offerors who submit a responsive Proposal, but are not awarded the Design-Build Contract, a Proposal Payment in the amount of One hundred thousand dollars (\$100,000).

Prior to the proposal submission date, if the Design-Build procurement process is terminated for any reason, the Commonwealth, the Commissioner, CTB or VDOT shall not be responsible for any Proposal Payments, partial or in full, for any costs incurred by the Offerors in developing proposals.

After proposals have been received by VDOT and deemed responsive, and VDOT makes the decision to cancel the procurement or not to award a Design-Build Contract all responsive Offerors will receive a Proposal Payment. The Proposal Payment will be made within forty-five (45) days after Award of Contract or, if applicable, the decision by VDOT to cancel the procurement or to not award a Design-Build Contract.

Payment to an Offeror of the Proposal Payment is expressly conditioned upon such Offeror providing, pursuant to Part 1, Section 4.1.7, an executed Proposal Payment Agreement in the form set forth in Attachment 9.3.1, and being fully compliant with the conditions established in such agreement for payment of the Proposal Payment.

Under no circumstances will the Commonwealth, the Commissioner, CTB, or VDOT be liable for or reimburse any costs incurred by Offeror, whether or not selected for negotiations, in developing proposals unless otherwise noted in the RFP.

9.3.2 If an unsuccessful Offeror elects to waive the Proposal Payment, it will expressly do so by executing the Waiver of Proposal Payment in the form set forth in Attachment 9.3.2 and submitting such Waiver of Proposal Payment as part of its Proposal, pursuant to Part 1, Section 4.1.7.

10.0 PROTESTS

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

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

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

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

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

11.0 MISCELLANEOUS

11.1 Virginia Freedom of Information Act

11.1.1 All Proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (Section 2.2—3700 et seq.). Offerors are advised

to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth, the Commissioner of Highways, or VDOT be liable to an Offeror for the disclosure of all or a portion of a Proposal submitted pursuant to this request.

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

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

11.1.3 Blanket designations that do not identify the specific information shall not be acceptable and may be cause for VDOT to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VDOT by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

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

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

11.2 Conflict of Interest

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

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

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

1. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
2. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT's Design-Build program, and as a result has a unique competitive advantage relative to the Project.
3. An organization or individual with a present or former contract with VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.
4. An organization or individual with a present contract with VDOT to provide assistance in Design-Build contract administration for the Project.

11.2.3 VDOT reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

11.2.4 VDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the

opportunity to waive this protection from protection from disclosure. If Offeror elects not to disclose, Offeror may be declared non-responsive.

11.2.5 The firms listed below will not be allowed to participate as a Design-Build team member due to a conflict of interest:

- Parsons Brinkerhoff
- CH2MHILL
- Michael Baker
- NXL Construction Services, Inc.
- McKenzie Snyder, Inc.
- Quantum Spatial
- Accumark, Inc.
- Rice Associates, Inc.
- Bowman Consulting Group
- H&B Surveying and Mapping, LLC
- Engineering Consulting Services (ECS)
- The Philip A. Shucet Company
- Cultural Resources Analyst, Inc.
- McCormick Taylor

Any Proposals received in violation of this requirement will be rejected.

11.3 Ethics in Public Contracting Act

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

11.4 Requirement to Keep Team Intact

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, lead contractor, the lead designer, Key Personnel, and other individuals identified pursuant to Part 1, Section 4.2, shall remain on Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to VDOT's POC, who, in his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration.

11.5 Disadvantaged Business Enterprises

11.5.1 Any Design-Builder, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; VDOT's DBE Program rules and regulations, VDOT's Road and Bridge Specifications and Part 5 Exhibit 107.15 (Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects).

11.5.2 It is the policy of VDOT that DBEs, as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. The DBE contract goal for this procurement is identified in Part 1, Section 4.6. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

11.5.3 After Award of the Contract the Design-Builder shall submit documentation related to the use of DBEs for the Project in accordance with the procedures set for in Part 5 Exhibit 107.15 (Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects). The DBE must become certified with the Virginia Department of Minority Business Enterprises (VDMBE) prior to the performance of any work for the Project. In the case where the DBE is to be utilized to achieve the DBE participation goal, the DBE must be certified prior to the submission to VDOT of Forms C-111 (Minimum DBE Requirements), C-112 (Certification of Binding Agreement with DBE Firms) and Form C-48 (Subcontractor/Supplier Solicitation and Utilization). If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward the DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

11.5.4 DBE certification entitles a firm to participate in VDOT's DBE Program. However, it does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular type of work.

11.5.5 When preparing bids for projects with DBE goals, VDOT encourages prospective bidders to seek the assistance of the following offices:

Virginia Department of Minority Business Enterprises

1111 East Main Street, Suite 300
Richmond, VA 23219
Phone: (804) 786-6585
<http://www.dmb.virginia.gov/>

Metropolitan Washington Airports Authority
Equal Opportunity Programs Department
1 Aviation Circle
Washington, DC 20001
Phone: (703) 417-8625
www.metwashairports.com

Contractors are also encouraged to seek help from the VDOT Districts Equal Employment Opportunity (EEO) Offices, Central Office Civil Rights Office and the VDOT Business Opportunity and Workforce Development (BOWD) Center as listed below:

VDOT Central Office
1221 East Broad Street
Richmond, VA 23219
(804) 786-2085

Lynchburg District
4219 Campbell Avenue
Lynchburg, VA 24506
(434) 856-8168

Bristol District
870 Bonham Drive
Bristol, VA 24203
(276) 669-9907

Northern Virginia District
4975 Alliance Drive
Fairfax, VA 22030
(703) 259-1775

Culpeper District
1601 Orange Road
Culpeper, VA 22701
(540) 829-7523

Richmond District
2430 Pineforest Drive
Colonial Heights, VA 23834
(804) 524-6091

Fredericksburg District
87 Deacon Road
Fredericksburg, VA 22405
(540) 899-4562

Salem District
731 Harrison Avenue
Salem, VA 24153
(540) 387-5453

Hampton Roads District
1700 N. Main Street
Suffolk, VA 23434
(757) 925-2519

Staunton District
811 Commerce Road
Staunton, VA 24401
(540) 332-7888

BOWD
1602 Rolling Hills Drive
Suite 110
Richmond, VA 23229

Phone: (804) 662-9555

The following informational websites may also be of assistance:

www.virginia.gov/business/bu_bizDev.asp

www.virginia.gov/business/bu-civil-rights-home.asp

11.6 Trainee and Apprenticeship Participation

VDOT will require trainee and apprenticeship participation for this Project. The on-the-job trainee goal for this Project is four (4) individuals.

11.7 Escrow Proposal Documents

11.7.1 Scope

Pursuant to Part 1, Section 11.7.5.1 below, the Successful Offeror shall submit to the individual set forth in Part 1, Section 6.1.1 above, within three (3) days of the Notice of Intent to Award date, one copy of all documentary information generated in preparation of its Proposal. This material is hereinafter referred to as Escrow Proposal Documents (EPDs). **Separate EPDs shall be provided for each of the three elements of the Project (US 29 & Rio Road Grade Separated Intersection, US 29 Widening and Berkmar Drive Extension). The individual total cost for each of the three elements shall be included with the submission of the EPDs.** The EPDs will be held in a secure location at the VDOT Central Office until immediately prior to award of the Project. The EPDs of the Successful Offeror will be transferred to and then held in escrow at the banking institution specified in Part 1, Section 11.7.6.

An Escrow Proposal Documents Submission Checklist has been provided for reference in Attachment 11.7.1.

11.7.2 Ownership

- .1 The EPDs are, and shall always remain, the property of the Successful Offeror, subject to joint review by VDOT and the Successful Offeror, as provided herein.
- .2 VDOT stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VDOT's express understanding that the information contained in the EPDs is not known outside Successful Offeror's business, is known only to a limited extent and only by a limited number of employees of the Successful Offeror, is safeguarded while in Successful Offeror's possession, is extremely valuable to Successful Offeror and could be extremely valuable to Successful Offeror's competitors by virtue of its reflecting Successful Offeror's contemplated techniques of design and construction. VDOT further acknowledges that Successful Offeror expended substantial sums of money in

developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VDOT further acknowledges that the EPDs and the information contained therein are made available to VDOT only because such action is an express prerequisite to Award of Contract. VDOT further acknowledges that the EPDs include a compilation of the information used in Successful Offeror's business, intended to give Successful Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

11.7.3 Purpose

EPDs may be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims.

11.7.4 Format and Contents

- .1 Successful Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this section, Part 1, Section 11.7, to cause the Successful Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.
- .2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Successful Offeror's schedule of values. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Successful Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Successful Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.
- .3 All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and

provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

- .4 RFP Documents provided by VDOT should not be included in the EPDs unless needed to comply with these requirements.

11.7.5 Submittal

- .1 The EPDs shall be submitted in a sealed container to the individual set forth in Part 1, Section 6.1.1 above, which container shall be clearly marked on the outside with the Successful Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."
- .2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Part 1, Section 11.7.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Successful Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.
- .3 If all the documents required by this section, Part 1, Section 11.7, have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.
- .4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.
- .5 Timely submission of the complete EPDs is an essential element of the Successful Offeror's responsibility and a prerequisite to Award of Contract.
- .6 If the Successful Offeror's Proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Successful Offeror, shall provide separate Escrow Documents to be included with those of the Successful Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Offeror.
- .7 If the Design-Builder wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Design-Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.7.6 Storage

The Successful Offeror's EPDs shall be stored at SunTrust Bank at the following address:

SunTrust Bank
ATTN: Charles Henderson
919 East Main Street, 7th Floor
Richmond, Virginia 23219
(804) 782-7087

The cost for storing the EPDs will be paid by the Successful Offeror.

11.7.7 Examination

- .1 The EPDs shall be examined by VDOT and the Design-Builder, at any time deemed necessary by VDOT.
- .2 VDOT may delegate review of EPDs to members of VDOT's staff or consultants. The foregoing notwithstanding, the EPDs and information contained therein may be used in the resolution of any claim or dispute before any entity selected to resolve disputes and in any litigation or arbitration commenced hereunder. No other person shall have access to the EPDs.
- .3 Access to the documents will take place in the presence of duly designated representatives of both VDOT and the Design-Builder, except that, if the Design-Builder refuses to be present or to cooperate in any other way in the review of the documents, VDOT may upon notice to the Design-Builder, review such documents without the Design-Builder being present.

11.7.8 Final Disposition and Return of EPDs

The EPDs of the Successful Offeror will be returned to the Design-Builder at such time as the Design-Build Contract has been completed, final payment has been made, and all claims or disputes arising under or related to the Design-Build Contract have been fully and finally resolved and/or adjudicated.

11.7.9 Execution of Escrow Agreement

The Successful Offeror, as a condition of Award of Contract, agrees to execute the Escrow Agreement in the form set forth in Attachment 11.7.9.

11.8 Administrative Requirements

In addition to the specific submittal requirements set forth in Part 1, Sections 3.0 and 4.0, all Offerors shall comply with the following:

11.8.1 All business entities, except for sole proprietorships, are required to be registered with the Virginia State Corporation Commission (a Business Registration Guide is available on the Internet at <http://www.state.va.us/scc/division/clk/brg.htm>). Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorship must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Decorators and Landscape Architects (http://www.dpor.virginia.gov/dporweb/ape_reg.pdf). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices that offer or render any professional service must have at least one full-time resident professional in responsible charge that is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet this criteria prior to a contract being executed by VDOT.

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

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

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

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

11.8.6 Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 11.8.6(a) and Certification Regarding Debarment

Form(s) Lower Tier Covered Transactions, set forth as Attachment 11.8.6(b) for the Offeror and any subconsultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the Statement of Qualification.

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

11.8.7 Offerors shall note and comply with the requirements relative to the eVA Business-to-Government Vendor system. The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All Offerors must register in eVA; failure to register will result in a Proposal being rejected.

11.8.8 The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections are required to sign CII/SSI Non-Disclosure Agreements and pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and Offerors will be allowed to replace those individuals. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the Design-Builder's team members, or on any proposed replacements during the term of the contract who will be involved in this Project. All costs associated with the fingerprint-based CHBC are the responsibility of the Offeror or Design-Builder. A VDOT issued photo-identification badge is required for each employee of the Offeror's or Design-Builder's team who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance or a VDOT issued photo-identification badge.

11.9 Compliance with the Law in Virginia

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

11.10 Utilization of Local Contractors, Vendors and Suppliers

The Design-Builder is encouraged to utilize local contractors, vendors, and suppliers whenever possible and practical. The Design-Builder is also encouraged to hold an open house meeting prior to the start of construction activities where local contractors, vendors, and suppliers can meet with the Design-Builder's representatives to learn about opportunities to provide services for the Design-Build Project for Route 29 Solutions.

11.11 Attachments

The following attachments are specifically made a part of, and incorporated by reference into, these Instructions for Offerors:

ATTACHMENT 3.6	--	FORM C-78-RFP (ACKNOWLEDGEMENT OF RECEIPT OF RFP, REVISIONS, AND/OR ADDENDA)
ATTACHMENT 4.0.1.1	--	TECHNICAL PROPOSAL CHECKLIST
ATTACHMENT 4.0.1.2	--	PRICE PROPOSAL SUBMITTAL CHECKLIST
ATTACHMENT 4.8.1	--	PRICE PROPOSAL FORM
ATTACHMENT 4.8.2	--	SCHEDULE OF VALUES FORM
ATTACHMENT 4.8.6(a)	--	FORM C-104 (BIDDER'S STATEMENT)
ATTACHMENT 4.8.6(b)	--	FORM C-105 (BIDDER'S CERTIFICATION)
ATTACHMENT 9.3.1	--	PROPOSAL PAYMENT AGREEMENT
ATTACHMENT 9.3.2	--	WAIVER OF PROPOSAL PAYMENT
ATTACHMENT 11.7.1	--	ESCROW PROPOSAL DOCUMENTS CHECKLIST
ATTACHMENT 11.7.9	--	ESCROW AGREEMENT
ATTACHMENT 11.8.6(a)	--	CERTIFICATION REGARDING DEBARMENT; PRIMARY COVERED TRANSACTIONS
ATTACHMENT 11.8.6(b)	--	CERTIFICATION REGARDING DEBARMENT; LOWER TIER COVERED TRANSACTIONS
ATTACHMENT 11.8.8	--	CII/SSI NON-DISCLOSURE AGREEMENT

END OF PART 1
INSTRUCTIONS FOR OFFERORS