I-95 VIADUCT NORTHBOUND PROVIDENCE

PROVIDENCE, RHODE ISLAND

Bid# 7598876PH2

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR BRIDGE GROUP
75T-5B (I): I-95 VIADUCT NORTHBOUND

REQUEST FOR PROPOSALS

PART 1

INSTRUCTIONS TO PROPOSERS

November 21, 2019

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

I-95 VIADUCT NORTHBOUND

PROVIDENCE, RHODE ISLAND

DESIGN-BUILD PROCUREMENT

REQUEST FOR PROPOSALS

PART 1 - INSTRUCTIONS TO PROPOSERS

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Section 1. Request for Proposals, Clarifications, and Basic Terms

1.1. Introduction

This document comprises the Instructions to Proposers (ITP), Part 1 of the Request for Proposals (RFP) package, issued by the State of Rhode Island Department of Administration (RIDOA)/Division of Purchases in conjunction with the Rhode Island Department of Transportation (RIDOT), hereinafter referred to as "The State". The RFP solicits competitive Proposals from the shortlisted Design-Build (DB) entities to value engineer the design and construct the I-95 Viaduct Northbound Project (the "Project") on a fixed term/firm price basis in accordance with 23 U.S.C. §112 and 220-RICR-30-00-8 Title 220 Chapter 30 §8.11 "Selection of Methods of Construction Contracting Management" of the State Procurement Regulations. The State intends to enter into a contract (the "Contract") with the selected Proposer in a form substantially similar to the Contract stipulations included in Part 3 of this RFP.

Bid# 7598876PH2
BEST VALUE DESIGN/ BUILD Services for Bridge Group 75T-5B (I): I-95 Viaduct Northbound, Providence, Rhode Island

DBE GOAL: CONSTRUCTION 11% / DESIGN 11%

TRAINEES: 3,400 HRS

1.2. Request for Proposal (RFP) to Proposers, and Clarifications of RFP

The State will post the electronic copy of the Request for Proposals (RFP) at RIDOT'S *"Bidding Opportunities"* web page accessible at: **http://www.ridop.ri.gov**. Such Proposers shall be responsible for diligently examining the RFP, including any addenda issued by the State in connection with it, and for informing themselves about any conditions that may affect the Proposer's creation of its Technical Proposal, Price Proposal, or its performance of Contract obligations (if it should obtain the Contract). The State shall not be liable for any consequences of a Proposer's failing to fulfill these responsibilities.

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone. Questions shall be posted at RIDOT'S "Bidding Opportunities" web page accessible at: http://www.dot.ri.gov/contracting/bids/index.php. Select the question mark "?" next to the applicable project to submit questions. Responses to questions will also be posted at this site. Questions will not be accepted after **NOON on FEBRUARY 20, 2020**. Upon the close of questions, all questions and answers will be posted as an addendum at the RIVIP website at https://www.ridop.ri.gov and will subsequently therefore be incorporated into the resulting contract.

If a Proposer believes that a particular question discloses such request contains proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure, the Proposer shall specifically identify and mark as such and shall be submitted to the email address provided below in a manner, so it is easily identified. Blanket submittal of all questions identified as confidential shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial or financial information shall be clearly identified as such and shall be accompanied by a concise statement of reasons supporting the claim. The Department cannot guarantee, however, that any courts or another governmental agency with jurisdiction over such

matters will treat such documents and their content as confidential. Proposers must submit questions they consider to be of a confidential nature to the following email address:

The confidential mailbox to be used is: DOA.ViaductQuestions@purchasing.ri.gov mailto:

Any confidential information or questions related to Alternative Technical Concepts (ATC) shall also be submitted to the above email address. See Section 3 of Part 1 of the RFP for additional information related to ATCs and the process for the review of these.

The State will not respond to inquiries that it receives after the deadline for submission of questions.

If the State determines that a requested interpretation or clarification requires a change in the RFP, the State will issue an addendum ("Addendum") providing same. The State will not be bound by, and Proposers shall not rely on oral communication regarding the RFP. Proposers may not rely on any communication regarding these matters except written communications from the State of the kinds authorized in this RFP. If a Proposer has meetings or discussions with other agencies or entities during the Procurement process, the Proposer shall be responsible for verifying with the State in writing the accuracy of any information received from such non-State sources. (The Proposer is cautioned to bear in mind the constraints on such communications set forth in later sections of this text.)

Proposers are responsible for visiting the Project site (the "Site") in order to ascertain by inspection and inquiry any conditions of the Site or adjacent properties that may be pertinent to the Project, such as the location, accessibility, traffic conditions, and general character of the Site, the nature of any ongoing activities at or adjacent to the Site, the character and condition of existing structures or other objects within or adjacent to the Site, and the natural conditions in the area of the Site. No information about the Project itself, however, may be sought from or provided by State personnel during such site visits.

Proposers are responsible for ensuring that they are aware of all clarification notices and Addenda, and each Proposer must acknowledge, in its Proposal transmittal letter ("Transmittal Letter"), that it has received and read all such documents. Failure of a Proposer to provide that acknowledgement may cause and will entitle the State to reject the Proposer's Proposal.

1.3. Contact Information and Addresses for Communications during the Procurement Process

Each Proposer seeking award of the Contract shall designate a primary contact to whom the State may send e-mail communications relative to this procurement.

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone.

Failure by the Proposer to send to the State Contact Person the identity and addresses of the DB Contact Person may result in the Proposer's failing to receive addenda, notices, or other important communications from the State. The State will not be liable for any damage to the Proposer's interests that might occur as a result of the Proposer's failure to receive such information as a consequence of such an omission.

1.4. Basic Terms and Definitions

The following lists and defines certain key terms used in this document. A more complete listing of terms and definitions is included in the RFP document titled “Part 3 – Terms and Conditions.”

Alternative Technical Concept (ATC): A proposed modification to the Base Technical Concept by a Proposer during the development of Technical Proposals.

Base Technical Concept (BTC): The requirements included in the RFP (the text herein, plans, specifications, references codes and standards, etc.) for the design and construction of any roadway,

bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project. The BTC forms the basis of the Technical Proposal submissions.

Best Value Design Build (BVDB): A process of evaluating proposals and selecting a Design-Build Entity to perform the project based upon qualitative non-price and quantitative cost/price criteria.

Contractor: For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

Design-Build Entity (DB Entity): An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services (may also be referred to in these solicitation documents as a “Contractor”).

Instructions to Proposers (ITP): A document developed by the State that, in general, outlines the requirements that Proposers must satisfy and the process that they must follow during the selection process.

Qualifications Review Group: A group established by the State to review Statements of Qualifications and to establish a Short List of Proposers that will be invited to submit Technical Proposals for consideration by the State.

Proposer: Design-Build Entity that is submitting proposals for this procurement.

RIDOT: The Rhode Island Department of Transportation

RIDOA: The Rhode Island Department of Administration

Request for Proposals (RFP): A solicitation by the State for Proposers to submit a Technical Proposal and Price Proposal for consideration by the State.

State: The State of Rhode Island and Providence Plantations including all agencies and departments.

Statement of Qualifications (SOQ): A set of documents developed by the Proposer and submitted to the State during Phase 1 of the selection process that outlines the Proposer’s qualifications to execute the final Project design and construct the Project.

Technical Provisions: A document developed by the State that, in general, outlines the technical requirements for the Project that Proposers must take into account and incorporate in generating their Technical Proposals.

Technical Review Group: A group established by the State to review Technical Proposals and score those Proposals based on pre-determined scoring criteria set forth in this RFP.

Technical Support Group: A group established by the State to develop the preliminary design that constitutes the BTC. This group also assists the other Design-Build groups with review of ATCs and other technical issues during the evaluation process.

Terms and Conditions: A document developed by the State that, in general, outlines the legal Contract terms and other general terms, that will be included in the Contract between the State and the Proposer selected to receive that Contract.

Section 2. Design-Build Project and Process Overview

2.1. General Description of the Design-Build Contracting Process and Project

The State invites only the short-listed Proposers to submit proposals for the contract ("Contract") for a project (the "Project") that will include the design and reconstruction of the Providence Viaduct NB bridge and associated highway interchange in Providence, Rhode Island. The award of the Contract will be made, and the performance of the Contract carried out in accordance with what is commonly known as DB method of contracting.

The Project will principally consist of the reconstruction of I-95 Viaduct northbound and associated ramps in Providence. This reconstruction shall include the staged reconstruction of I-95 Viaduct northbound, Smith Street Bridge, associated ramps, impacted City Streets, along with reconstruction of bridges, preservation of bridges, retaining walls and other structures as necessary.

The project includers the demolition of the following bridges as a minimum:

Bridge No. 057601-Atwells Avenue Ramp Bridge
Bridge No. 057801-Providence Viaduct NB Bridge and former SB Bridge
Bridge No. 058201-Ramp CB-2
Bridge No. 058301-Ramp DB-1

Other work includes but is not limited to: bridge and retaining wall demolition, roadway reconstruction, Amtrak overhead catenary structure relocation, retaining wall construction, drainage construction, landscaping, intelligent transportation systems and fiber optic communications systems, utility relocation, noise mitigation, handling and disposing of contaminated materials, and installation of traffic signals.

The BTC identifies the bridges, and proposed treatment (Preservation, Replacement or New) shown in Table No. 1 as being required to support the proposed roadway layout. The Contractor shall determine the final location, layout, type, and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP and all design codes, guide and specifications applicable. All bridges, retaining walls, and other structures required to support the final design shall be included in this project as part of the Proposal and be included in the Price Proposal.

Table No. 1: Bridge Structures Anticipated to be Included in BTC (ID and Proposed Treatment)

Current Bridge #	New Bridge #	Bridge Name	Treatment
057501		Atwells Ave Bridge	Preservation
057601	137901	Atwells Ave Ramp Bridge	Replacement
057801		Providence Viaduct	Replacement*
058101		Ramp CB-1	Widen
058201	138201	Ramp CB-2	Replacement
058301	138301	Ramp DB-1	Replacement
070101		Smith St Bridge	Replacement
070401		Park St Bridge	Preservation
070601		Chalkstone RR Bridge	Preservation
070701		Ashburton St Bridge	Preservation
070801		Charles St Bridge	Preservation
	137801	Exit 23 (C/D Road)	New
	138101	Ramp CB-3	New
	138401	Ramp DB-2	New

*BTC also includes preservation activities for the Providence Viaduct former SB bridge for use of this bridge during temporary traffic phasing.

Any necessary bridges may be built using Accelerated Bridge Construction Technologies as required to meet the construction schedule and traffic maintenance requirements. Accelerated Bridge Construction methodologies that are encouraged include use of Prefabricated Beam Units ("PBU's), prefabricated or precast concrete elements, Lateral Slide methods, Self-Propelled Modular Transporters (SPMTs) and other applicable methods.

Historical plans for the existing bridges are provided in Appendix B, along with the BTC plans.

Construction of the highway improvements and replacement of the bridges will proceed in stages. In each stage, all traffic on Route 6/10, Interstate I-95, entrance and exit ramps, and all other roadways shall be maintained as required in the BTC, unless specifically stated otherwise in this RFP.

2.2. Summary of the Design-Build Proposal Process

The Request for Proposals is Phase 2 of the Best Value Design-Build Procurement process. During Phase 1 (Statements of Qualifications) a short list ("Short List") of qualified Proposers was determined. This RFP is now posted on the State's purchasing website soliciting the short-listed Proposers to submit Technical and Cost Proposals. The Proposer that is deemed the most qualified and presents the *Best Value* in the judgment of the State will be invited to enter into a contract with the State for design and construction of the Project.

Proposers should thoroughly review the definitions in Section 1.4 of this RFP.

Proposers must comply with the following, as well as the other requirements in this RFP:

1. Any Proposer that wishes to submit a design for the Project that varies in some way from the State's BTC may submit an ATC as allowed by the RFP, which will be evaluated by a Technical Support Group established by the State. Said Group will determine whether or not the Proposer may use the ATC in its subsequent Proposal for design and construction of the Project.
2. In its SOQ, each Proposer identified Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would perform in Project work. Those identifications will be deemed a binding commitment that if the Proposer should receive the Contract, those identified "team members" will, in fact, play the designated roles in Project design and construction. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of the State to do so. If a Proposer believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Proposer shall so notify the State in writing, providing details of the proposed change and the reasons for it. The State shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of the State, prove to not meet or exceed the experience and training that the original team member possessed, the Evaluation Group may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.
3. Proposers will be required to submit a price (and a schedule of values) for design and construction of the Project ("Price Proposal"), and the selected Proposer must place in escrow, as prescribed in Chapter 5 of this RFP, all of the documents ("Price Documents") that it used or consulted in the process of pricing the design and construction of the Project for purposes of making its Price Proposal.

4. Within the time frame dictated by this RFP, the Proposer must submit a detailed Technical Proposal, as prescribed herein, as to its plans for the design and construction of the Project, and, at the same time, a Price Proposal, each enclosed in a separate, sealed container, as more fully described elsewhere in this RFP. The State will establish a Technical Review Group that will evaluate and score the Technical Proposals according to a predetermined set of weighted criteria set forth in this RFP. The Price Proposals will remain sealed until after the evaluation and scoring of the Technical Proposals.
5. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP by the State, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to the State and the public and will award the Contract to that Proposer.

2.3. Proposed Procurement Schedule

The current schedule for the PROJECT is for Substantial Completion by November 15, 2025. Substantial Completion includes all bridge work complete, inspected, and open to traffic. Final Construction Completion shall be by July 2026.

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

Request for Proposals Issued	November 21, 2019
Mandatory Pre-Proposal Meeting	December 4, 2019
Submit Declaration of Potential Conflict of Interest	December 4, 2019
Conflict of Interest Determinations by the State	December 1, 2019
Confidential Pre-ATC Meetings	December 18, 2019
Initial ATC Submission Deadline	January 13, 2019
Initial ATC Review by the State	January 24, 2019
ATC Proposal Deadline	February 21, 2019
ATC Determinations by the State	March 13, 2019
Last Date to Submit Questions	March 27, 2020
Proposal Deadline	April 2, 2020
Oral Presentations	Week of April 20, 2020
Apparent Best Value Determination	May 1, 2020
Tentative Award	May 8, 2020
Contract Award	June 22, 2020
Notice to Proceed	June 29, 2020

The State is currently completing work on the National Environmental Policy Act (NEPA) process for the Project. This process will continue in parallel with the procurement process.

At this time, the anticipated date for completion of the NEPA process is January 2020. All schedules submitted as part of this procurement process shall be based on this assumption. If the process concludes later than Notice to Proceed, the State and the Proposer will adjust the project schedule accordingly. In this case, preliminary engineering can continue during this timeframe; however, under no circumstances will the Proposer be allowed to start final design or construction prior to the completion of the NEPA process.

2.4. Reference Documents and Standards Applicable to Design of the Project

The State will electronically provide Project-specific reference documents to each Proposer via the State Division of Purchases website http://www.ridop.ri.gov. The partial Project-related plans (the "BTC") included in those documents will be for the Proposers' reference use only. All Proposers will be deemed to

acknowledge by their receiving of such plans that they understand that while those plans have been advanced to the level of detail shown, the selected Proposer will be required to develop and provide a final, complete Project design based on its Technical Proposal that has been stamped and sealed by its own Designer of record, after review and approval by the State and possibly by third parties. The Proposer must understand it will have to make revisions of or additions to the proposed Design in accordance with any comments received during the ongoing plan reviews from the State.

The State will warrant any documents that it provides; however, the State makes no representations as to the accuracy or completeness of information contained in any documents not obtained from the State, and it will not be responsible in any way for a Proposer's reliance on or use of the contents of such third-party documents.

Published standards of AASHTO and the State, including, but not limited to those standards set forth in Parts 2 and 3, will apply to the final design and construction documents to be developed by each Proposer. State documents are available on the State's web site http://www.dot.ri.gov.

2.5. State's Rights Regarding Content of the RFP, Administration of the Procurement process, and Award of the Contract

The State may investigate the qualifications of any Proposer as long as its Proposal is under consideration, may require related confirmation of information from a Proposer, and may require the Proposer to produce additional evidence regarding its qualifications to perform the tasks required by the RFP. The State may exercise, in his sole discretion, any of the following rights:

1. Reject any or all Proposals at any time prior to execution of the Contract;
2. Consider any relevant information from any source in making evaluations within the Procurement process;
3. Issue a new RFP;
4. Amend, modify, or cancel and withdraw the RFP;
5. Modify the RFP, which shall include the right to extend submission deadlines as deemed appropriate, and it will be the responsibility of each Proposer to consult http://www.ridop.ri.gov;
6. Appoint and assign a Technical Review Group to evaluate Proposals, and appoint and assign a Technical Support Group, each of which may seek the assistance of legal or technical advisors in making their evaluations;
7. Waive minor irregularities in Proposals; and,
8. In connection with in-person presentations concerning proposed ATCs, request supplements to the Proposal.

The RFP does not commit the State to enter into the Contract, even after tentative notice of award of the Contract, nor does it obligate the State to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid by the State, unless and until the State executes a Contract with the Proposer, other than the payment of a stipend pursuant to the terms and provisions set forth in Section 4.4 of this RFP.

2.6. Property of the State

All physical materials submitted by a Proposer to the State in response to this RFP shall become the property of the State and shall not be returned to the Proposer. The exception to this is with regard to

stipends and the ownership of ideas related to Alternative Technical Concepts. The State's potential use of the concepts contained in those materials is addressed elsewhere in this RFP.

2.7. Conflict of Interest and Unfair Competitive Advantage

2.7.1. Conflict of Interest

1. Each Respondent shall require its proposed Team Members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Respondents are notified that prior or existing contractual obligations between a company and Federal or State Agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Respondent shall submit in writing the pertinent information by the date specified in Section 2.3 Proposed Procurement Schedule. The State will be the sole judge as to whether or not any conflict of interest exists.
2. The State, 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 the State's determination in this matter may result in a proposal being declared non-responsive.
3. 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:
    a. An organization or individual hired by the State, or its Consultants, to provide assistance in the development of instructions to Potential vendors or evaluation criteria for the Project.
    b. An organization or individual with a present or former contract with the State, or its Consultants, 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 vendors in a timely manner prior to the procurement process.
4. The State reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.
5. The State 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, the Respondent will be given the opportunity to waive this protection from disclosure. If a Respondent elects not to disclose, then the Respondent may be declared non-responsive.

2.7.2. Proprietary Disclosure

1. If a Respondent has special concerns about information which it desires to make available to the State but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Respondent should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Respondent should make a written request to the State. The written request shall:
    a. Invoke such exemption upon the submission of the materials for which protection is sought.
    b. Identify the specific data or other materials for which the protection is sought.

c. State the reasons why the protection is necessary.

2. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the State to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the State 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).

3. In the event the State receives a request for public disclosure of all or any portion of a Proposal identified as confidential, the State will come to its own determination whether or not the requested materials are exempt from disclosure.

4. Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Respondent's Proposal, it is the State's intention, subject to applicable law, not to consider a request for disclosure until after the State's selection of the Best Value Design Build (BVDB) Contractor.

2.7.3. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and US DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or cause to be made, a false, fictitious or fraudulent claim, statement,, submission, or d certification to the Federal Government under a contract connected with a project that s financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U. S. C. Chapter 53, the Government reserves the right to impose the penalties of 18 U S C § 1001 and 49 U S C § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.7.4. "Anti-Kickback" Prohibitions

1. Certain employee protections apply to all FHWA funded contracts with particular emphasis on construction related contracts:

   a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

   b. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

   c. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Financed in Whole or in Part by Loans or Grants for the United States," 29 CFR Part 3.

2.7.5. **Unfair Competitive Advantage**

The BVDB procurement will be conducted using a fair and impartial procurement process. It is essential that a level playing field be maintained during the procurement phase. The Proposers are advised that the following prohibitions, restrictions, and requirements will apply to this BVDB procurement:

1. Firms and individuals may not materially participate (defined as holding a financial interest, assisting in the preparation of a Proposal, or providing one or more of the Key Personnel described in Section 2.3.2 of the RFQ) in more than one Proposal in response to this RFP;
2. Firms and individuals may not solicit, review, or receive BVDB criteria weighting or evaluation materials prepared by the State or its consultants during the procurement phase, either directly or through an intermediary;
3. Proposers (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the Qualifications Review Group, the Technical Review Group, or other State representatives involved in the BVDB selection process, except as allowed by the RFQ, and by this RFP;
4. Current or former employees of the State or its consultants directly involved in preparing this RFQ or RFP shall not be engaged or employed on this project by proposers for 12 months after these employees have been under the employ of the State or its consultants directly involved in preparing this RFQ or RFP.

An Unfair Competitive Advantage may exist if a Proposer is not in full compliance with Nos. 1 through 4 above.

Section 3. Base Technical Concept and Alternative Technical Concepts

3.1. General Description of Base Technical Concept and Alternative Technical Concepts

The State has chosen to use the ATC process in order to enhance innovation, achieve efficiency, and avoid delays/potential conflicts in the design that may arise from deferring Technical Concept reviews until after contract award. These proposed changes (ATCs) shall provide solutions that are equal to or better than the requirements contained herein and do not conflict with criteria agreed upon in the environmental decision-making process. The State's intent in allowing for ATCs is to obtain the Best Value/Best Design for the State. ATCs may be premised on deviations from the technical RFP requirements but must be consistent with the standards set forth in the RFP and the Contract. The BTC includes but is not limited to: bridge and retaining wall demolition, bridge construction, roadway reconstruction, overhead catenary structure relocation, retaining wall construction, drainage construction, landscaping construction, intelligent transportation systems and fiber optic communications systems, utility relocation, handling and disposing of contaminated materials, and installation of traffic signals. The major features of the BTC design are as follows:

1. Smith Street Bridge and Park Street retaining walls will be reconstructed to provide a wider opening footprint for I-95 NB. This work includes utility relocations.
2. Atwells Avenue Bridge BR-4 to I-95 NB is reconstructed.
3. The former I-95 SB Bridge deck is rehabilitated for use as a temporary NB bridge and demolished when it is no longer needed for staged construction.
4. The Providence Viaduct NB Bridge will be replaced with two new bridges – one carrying through traffic on I-95, and one carrying traffic to Route 146 and the State Offices (Exit 23).
5. Route 6/10 inbound traffic is separated via the replacement of existing Ramp CB with two structures, CB-1 to I-95 and CB-2 to Exit 23. Traffic from Memorial Boulevard/Downtown Providence is separated via two new bridges and reconstruction of Ramp DB.
6. New retaining walls are constructed to support I-95 and Exit 23 Traffic.
7. Preservation activities for the bridges identified in section 2.1.
8. Construction of stormwater BMPs to meet permitting agency approvals.
9. Streetscape improvements on Park Street and Smith Street.

The documents submitted by a Proposer must be based on the BTC. Those documents shall include, but not be limited to, the preliminary design of all roadways, bridges, bicycle facilities, overhead catenary structures, retaining walls, temporary structures, traffic management, intelligent transportation systems and fiber optic communications systems, drainage, lighting, utilities, streetscape features, and other construction identified or described in the BTC, or required to construct the BTC. Preliminary calculations used by the Proposer in the development of a Technical Proposal based on the BTC shall be submitted as an appendix to the Proposal. All Proposals must incorporate the BTC without any exceptions to or deviations from the BTC or the requirements of the RFP, unless the State formally accepts an ATC proposed by the Proposer.

Part 2 contains language for allowable and disallowable ATCs.

Following award of the Contract, the BTC (as modified to incorporate any ATCs accepted by the State), any other Proposal concept presented, and any commitment made in a Proposer's Proposal will become Contractual obligations of the Proposer if it should obtain the Contract.

The ATC process allows Proposers to apply, prior to the State's evaluation of Proposals, for approval of proposed alternatives to the BTC or the RFP requirements. The State will not approve any ATC that deviates from the RFP requirements unless the State determines, in its sole discretion, that the Proposal and end-product based on the deviation will be equal to or better than the end-product that would be produced by strict adherence to the BTC and RFP. The Proposer must certify in any ATC submittal that, after giving the matter its careful and detailed consideration, it believes that the ATC is consistent with the requirements of the RFP and the central goals of the BTC.

Proposers must describe in any proposal of an ATC how it would alter and affect the BTC and must describe therein all relevant interdependencies between the ATC and BTC. Interdependent concepts may be combined into one (1) ATC, and the Proposer shall describe all interdependent ATCs in its Executive Summary (see Section 3.6 below). Failure to fully and accurately describe the interdependent components may result in the State's rejection of the entire ATC. If the State should conclude that a component of the interdependent ATCs is not allowable, the State may reject the entire ATC or a portion thereof.

Proposers may submit no more than ten (10) potential ATC concepts and no more than eight (8) Initial ATCs. Only ATCs that were submitted as Initial ATCs can be considered for advancement to a Final ATC submission. A Proposer may request that an ATC apply to more than one structure or element of this Project provided the ATC consists of one concept proposed to be incorporated consistently into the final design for each element for which it is requested. The Proposer must identify in the ATC submittal which element of the project the ATC will apply,

Neither acceptance nor rejection of an ATC by the State will entitle the Proposer to an extension of the Proposal Deadline or of the time by which ATCs are due. Each Proposer, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to it and waives any right to object to the State’s determinations regarding the acceptability of any ATC.

3.2. Technical Review Group

The State has established a Technical Review Group, consisting of RIDOT and/or RIDOA personnel responsible for evaluating and scoring the Technical Proposals by applying to them the relevant criteria set forth in this RFP. The Technical Review Group will be responsible, at the least, for reviewing Technical Proposals and determining a quantitative score for each Technical Proposal by applying to it said relevant criteria.

3.3. Technical Support Group(s)

The State may establish a Technical Support Group(s) for the Project procurement process. The group will consist of RIDOT personnel as well as the State’s technical consultant. This Group(s) will provide technical assistance and recommendations to the Qualifications and Technical Review Groups during the procurement process, if asked to do so by the State. This group will not be used to score technical proposals.

3.4. ATC Process

The State encourages innovation on the part of the Proposers in proposing modifications or improvements to the BTC that may result in cost or time savings, improve functionality, or reduce future maintenance. Figure 3-1 illustrates the Alternative Technical Concept (ATC) Process that will be used on this Project. The following sections provide details regarding the process for submittal, consideration, and determination of acceptability.

Figure 3-1. Alternative Technical Concept (ATC) Process

3.5. Submission of Potential ATC Concepts /Pre-ATC Meeting

Prior to the deadline for submission of Initial ATCs (see Section 2.3 for date information) the State will hold one confidential Pre-ATC Meeting with each Proposer.

The Proposer shall submit in writing (via email) to the State's contact person lisa.hill@purchasing.ri.gov up to 10 potential ATC concepts to be discussed, the order in which each concept will be discussed, the design disciplines that are involved in each concept, and as much of the information (in the format listed) from the executive summary requirements below as practical. The potential ATC concepts must be submitted a minimum of five (5) business days before the date set for the Pre-ATC meeting (See Section 2.3 for date information).

The Proposer shall bring nine (9) hard copies along with a CD-R with each hard copy to the Pre-ATC meeting. The first part of the meeting will consist of the Proposer presenting an overview of the proposed approach to be used for the design and construction of the project, accompanied by the Proposer's proposed approach to traffic maintenance.

The second part of the meeting will consist of the Proposer presenting no more than ten (10) potential ATC concepts. This portion of the meeting will provide a dialog between the Proposer and the State relative to these concepts. The State will provide guidance in relation to the ATC concepts that will not be considered and provide preliminary comments relative to ATC concepts it will potentially consider.

The Pre-ATC Meeting will be limited to three (3) hours following introductions and set-up. Additional Pre-ATC meetings will not be allowed. The State will contact the Proposer to provide the time and location of the meeting.

3.6. Submission of Initial ATCs by the Proposer

The Proposer may submit no more than eight (8) Initial ATCs to be considered for review.

Proposers should make every effort to submit Initial ATCs as early as practical, but no later than the date established in Section 2.3, to afford the State sufficient time for proper evaluation. In the Executive Summary, each ATC being proposed must be separately titled and clearly described in two (2) pages or less All submissions of ATCs shall be through the following:

Rhode Island Department of Administration
Division of Purchasing
One Capitol Hill
Providence, Rhode Island, 02908
Attn: Lisa Hill
lisa.hill@purchasing.ri.gov

The State will either reject the ATC without further study or schedule an ATC review meeting with the Proposer for presentation of the proposed ATC(s). The Proposer must be prepared to meet within seven days of submission of an ATC to the State or three business days following the ATC submission deadline, whichever is earliest.

Proposers are required to bring nine (9) hard copies of their ATC Executive Summary, including any supplemental information, marked "CONFIDENTIAL," to each related meeting with the Technical Review Group. If a Proposer is making a Power Point presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-R must be left with the Group at the end of the meeting. The State will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

Each Executive Summary must include the following information, presented in summary fashion:

1. Description of the general configuration of the ATC and other appropriate descriptive information, such as schematic drawings of the configuration of the ATC that may be helpful to the Group in evaluating the ATC.
2. Identification of any locations on the Project site that will be affected by the ATC.
3. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not true deviations, but rather are consistent with the RFP requirements.
4. Identification of any possible design exceptions required by the ATC.
5. Identification of potential conflicts between or among the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
6. Discussion of potential effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic, (2) the environment, (3) the interests or activities of the community in the area of the Project Site, (4) safety in the vicinity of the Site, (5) Utility relocations, and (6) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
7. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.

8. Description of any problems, impacts, or negative effects that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits or negative impacts.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses.
11. A listing of which utility or Amtrak OCS relocations will be required, the number of times each utility or Amtrak OCS must be relocated and a comparison assessment list for the utility or Amtrak OCS relocations required under the BTC.

3.7. Confidentiality of ATCs

All ATCs properly submitted by a Proposer for the State's consideration and all subsequent communications regarding such ATCs will be considered confidential by the State and will be safeguarded from unauthorized viewing, copying, etc. The State cannot guarantee, however, that the courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential.

If a Proposer wishes to communicate with a third party (not related with the development of the ATC) concerning an ATC that the Proposer has proposed to the State before the notice of award is given by the State, the Proposer must first obtain the State's advance written approval of such communication or else it must not carry it out. In order to obtain the State's approval, the Proposer must first notify the State in writing of its desire to take such action, providing details as to the identity of the third party and the intended date and content of the intended communication.

Violation of this requirement may result in a withholding of the stipend or even withdrawal by the State of an award of the Contract to the Proposer.

3.8. Interviews of Proposers by Technical Support Group Regarding Proposed ATCs

The State may conduct confidential ATC interview meeting(s) with each Proposer that proposes an ATC, in order to discuss each ATC submitted by the Proposer. The Proposer shall bring to each such meeting nine (9) hard copies of the Executive Summary related to the ATC(s) it is proposing. (See above for requirements regarding the Executive Summary.) If a Proposer is making a PowerPoint presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-ROM must be left with the Group at the end of the meeting. The State will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

3.8.1. Meeting Purpose:

The goal of the confidential meeting(s) is to provide the State with an overview of the Proposer's ATC(s). The initial meeting will offer the Proposer the opportunity to present up to ten (10) ATCs within a maximum of three (3) hours and fifteen (15) minutes. Proposers should be prepared to answer the State's questions, which will focus solely on the proposed ATC(s) and which will be limited to clarification of each ATC and its possible ramifications. No specific financial information shall be disclosed or discussed in these meetings. At this meeting, there will also be a technical presentation of what change(s) to the BTC would result from implementation of each proposed ATC. At a minimum, the presentation shall discuss the following topics:

1. Description of the general configuration of the ATC and other appropriate descriptive information.
2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications,

construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.

3. A list of the Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the Proposer believes that proposed, seeming deviations from the requirements are not truly deviations from them, but rather are consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other Project scheduling benefits.
8. Descriptions of any safety or other Project risks that would or might be created or mitigated by implementing the ATC.
9. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.
10. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC.

3.8.2. **Meeting Guidelines:**

The State will not discuss with any Proposer the contents of any ATC or Technical Proposal other than its own. Proposers shall not seek to obtain commitments from the State during the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer. Proposers are prohibited from discussing ATCs with State personnel or State consultants outside the confines of the meetings with the Technical Review Group.

Proposers' Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). Persons attending the ATC meetings will be required to sign an agreement to abide by the foregoing rules; said document will also serve to identify all meeting participants. The Proposer shall bring a copy of the signed document (s) to each such meeting thereafter. All Team and Group members must attend the meetings in person; conference calls will not be permitted.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and Group members may provide responses to same. Questions answered by Group members will focus solely on the ATC(s) presented and the manner in which they may affect the BTC. Any questions seeking clarification of RFP provisions must be submitted in accordance with Sections 1.2 and 1.3 of this RFP.

The State reserves the right to change or clarify the RFP criteria or Project requirements in response to information received or issues raised during the ATC Group meetings. Such changes or clarifications shall be limited to corrections of deficiencies or flaws related to the BTC. All Proposers will be notified of each such change or clarification.

3.9. Initial Evaluation of ATCs

As soon as is practicable, but no later than five (5) business days, after the Initial ATC Submission or ATC meeting(s) with a given Proposer, the State will notify the Proposer that the State has made one of the following determinations with respect to each proposed ATC:

1. The ATC is approved on a provisional basis, subject to the Proposer's further refinement of the ATC in accordance with stated comments from the Group, and subject to the Proposer' s submission of supporting calculations regarding the ATC and any refinements of it.
2. The ATC is rejected (an explanation of the rejection will be provided with such notice).
3. The Group requires additional discussion of the ATC at an additional meeting.
4. The State reserves its judgment, pending its receipt from the Proposer of certain specified information that must be included in the Proposer's final submission to the State regarding the subject ATC.

3.10. Final Submission Requirements for ATCs

The Proposer may submit up to eight (8) Final ATCs to be considered for final approval.

Any Proposer seeking final approval of an ATC, whether provisionally-approved or whether the State required additional information following the initial ATC submission, must send a written request for such approval as a cover page to the Final ATC Submission. The Final ATC Submission must be received by the State Contact Person no later than the date set for the Final ATC Submission Deadline (See RFP Part 1 Section 2.3 for date information). Submissions received after that time or submissions that include additional changes made after the ATC was provisionally-approved will not be accepted. Should the State make a written request to the Proposer for some clarification of the Proposer's final ATC submission, the Proposer should provide such clarification in writing to the Group, care of the State Contact Person, within two (2) business days after the request is made. Failure of the Proposer to provide the information requested in a timely manner may result in rejection of the ATC submission.

Final ATC submissions must contain sufficient information for the Group to render an informed determination of the acceptability of the submission. Nine (9) hard copies of the submission, marked "CONFIDENTIAL" and including a narrative of each proposed ATC's development and review history, and relevant technical information and drawings regarding the ATC, must be delivered to the State Contact Person. This submission shall include all relevant material, including applicable material on the ATC presented during Group meetings. The Proposer must submit an electronic version of the submission to the State Contact Person, in addition to delivering the required hard copies. The electronic version shall be exactly the same as the hard copy version. If there is any difference between the two, the State may reject the submission and reject the ATC proposal.

The State will respond to the Proposer's final ATC submission within seven (7) business days after receiving both the hard copies and the digital copy.

Information to be updated and included in final ATC submission:

1. Description of the general configuration of the ATC and other appropriate descriptive information.
2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.
3. A list of the Project Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.

4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not deviations, but rather consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Discussion of effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic; (2) the environment; (3) the interests or activities of the community in the area of the Site; (4) safety in the vicinity of the Site; (5) Utility Relocations, and (6) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
8. Description of any additional problems that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other scheduling benefits related to the Project.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses (if applicable).
11. Any design calculations requested by the State that support the safe and otherwise beneficial use of the ATC.
12. Descriptions of the long-term durability of portions of the Project construction that would be affected by implementation of the ATC.
13. Descriptions of any safety or other risks to the goals of the Project that would or might be created by implementing the ATC.
14. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.
15. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.
16. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC.

3.11. Final Determinations Regarding Proposed ATCs, and Incorporation of Approved ATCs into the Proposer's Technical Proposal.

The State will make one of the following determinations with respect to each sufficient and properly-submitted ATC proposal, and will send the Proposer written notice of same: (1) the change proposed is already included in the BTC, (2) the ATC is approved, (3) the ATC is approved with conditions, or (4) the ATC is rejected, in which case a summary explanation of its rejection will be provided with the notice of the same.

Written approval of an ATC and subsequent acceptance by the DB team will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the

Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and the State will not grant the Contractor any additional Contract time in which to complete the Project, nor will the State adjust the Contract compensation, regardless of when the ATC's implementation proved to be infeasible.

Each Proposer may incorporate into its Technical Proposal only those ATCs that have been finally approved for the Project by the State; none may be included that have not been so approved. Copies of State letters granting final approval of an ATC for the Project shall be included in the Technical Proposal. If ATCs are used in the design, the Proposer must provide a written narrative describing how and in which aspects of the Project the ATCs were implemented. Such narrative shall be an attachment to the Technical Proposal's Executive Summary and will not be counted towards the total page count of the Proposal. The Technical Proposals, whether or not they include an approved ATC, will all be evaluated according to the same technical criteria, and an ATC that provides technical enhancements of the Project may or may not receive higher technical scores than does one that includes no ATC.

Except for incorporating approved ATCs, the Technical Proposal may not contain exceptions to or deviations from the requirements of the RFP.

The BTC, as modified by incorporation of any ATCs approved by the State or any other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal, will be considered to contain the requirements for the Proposer's design and construction of the Project. Prior to award of the Contract, the selected Proposer shall confirm and certify in writing to the State that it intends to design and construct the Project in accordance with its Technical Proposal. If the selected Proposer's Technical Proposal conflicts with either the Technical Provisions or the Terms and Conditions of the RFP, the RFP documents shall take precedence.

Section 4. Submission and Treatment of Proposals (Technical and Price Proposals)

4.1. General Format of Proposals

The Proposal, comprised of the separately sealed Technical Proposal and the Price Proposal, must contain sufficient substance and clarity to give the State a clear and ample understanding of the Proposer's capabilities and resources and of the Proposal's particulars and potential benefits for the State. The Technical Proposal shall consist of text, drawings, graphs, photographs and tables, as required below or as needed in order to describe clearly the Proposer's intended approach to designing and constructing the Project. The Price Proposal shall consist of the Proposer's total price for designing and constructing the complete Project. Particular requirements for the form and contents of Technical and Price Proposals are set forth in Chapters 6 and 7 of this RFP, respectively.

The Proposal must be submitted in one submission containing separately sealed technical and price proposals. Both hard copy and electronic form (.PDF format) shall be submitted and marked accordingly. Each hard copy should be bound or held together in a secure and sequential fashion. On the outside of that container, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PROPOSAL
Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

The Proposer shall submit nine (9) printed copies and two (2) digital copies of the Technical Proposal and the required submittals included in Appendix "A", including the bid bond.

The Proposer shall also submit an original and two separately sealed (2) hard copies and two (2) digital copies of the Price Proposal in a separate sealed envelope, sealed box, or other container. On the outside of that container holding of the Price Proposal, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PRICE PROPOSAL
Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

All Proposals must be accompanied by an original and one (1) copies of a signed Transmittal Letter. Said letter must be signed by an official authorized to legally bind the Proposer. The original letter shall be marked "ORIGINAL" and shall be placed inside the outermost container holding the smaller containers which hold, in turn, the copies of the Transmittal Letter with each copy of Technical Proposal and the copies of the Price Proposal. These copies and the separate envelopes or containers holding, respectively, (1) the copies of the Transmittal Letter and Technical Proposal and (2) the copies of the Price Proposal and the required submittals, shall then be placed inside this outermost sealed envelope, box or other container. On that larger, outer container, the Proposer must print the following information, in letters and digits large, clear and dark enough to be read easily:

Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

Any information or other material within a Proposal that the Proposer deems proprietary or otherwise confidential shall be handled as described in Section 4.3 hereof.

Proposers shall provide in their Proposals all information and materials required by or requested by the State pursuant to the terms of the RFP. The State may reject as nonresponsive any Proposal that does not provide all such information and materials.

4.2. Time, Place, and Method of Proposal Submissions

Proposals satisfying all of the requirements of this RFP in form and content must be submitted by the Proposer and received by the State no later than the Proposal Deadline stated below in this Section.

Proposals must be delivered to the State Department of Administration, Division of Purchases, 1 Capitol Hill, Providence, Rhode Island, 02908. Responses misdirected to other State locations, or which otherwise are not received by the State Division of Purchases by the established due date and time for any cause will be determined to be late and will not be considered. The official clock for the purpose of registering the arrival of a document is in the reception area of the Department of Administration, Division of Purchases, Providence, Rhode Island. The State shall reject without further consideration any Proposal that it receives after the Proposal Deadline.

The State also shall not be deemed responsible or liable for mislabeled Proposals. Any and all damage that may occur to the Proposal submission due to mishandling in the delivery of the Proposal to the State shall be the Proposer's responsibility, and the Proposer shall not be allowed to rectify, repair or replace any portion of the Proposal that is lost, erased, or damaged due to such mishandling.

The Proposal submission deadline is **February 27, 2019 at 11:30 AM.**

4.3. Confidentiality of Proposals; Legal Disclosure Requirements

Respondents are advised that all materials submitted to the State for consideration, will be considered to be public records as defined by RI General Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.

4.4. Compensation (Stipends) for Proposal Preparation

The State will award a stipend in the amount of $275,000 to each shortlisted Proposer that does not obtain the Contract but has submitted a responsive Technical Proposal and Price Proposal that conform to the requirements of the RFP, as determined solely by the State, subject to the terms and provisions of the Stipend Agreement in the form provided in Appendix A of Part 1 of this RFP.

To be eligible to receive such a stipend, the Proposer must execute the Stipend Agreement, enclose it with its Price Proposal in the manner required by this RFP, and submit the Price Proposal by the Proposal Deadline. No exceptions to this provision will be made. If the Proposer does not wish to be subject to the terms and conditions of the Stipend Agreement, it may decline the stipend.

If the Proposer is offered and accepts a stipend from the State for the development of the Technical Proposal, the State reserves the right to disclose the contents of any ATC used therein in response to any request related to it that may be made following the award of the Contract under the provisions of the Rhode Island Access to Public Records Act or federal Freedom of Information Act. If the Contract should be re-advertised for some reason, the State will protect the confidentiality of the ATC materials and content until the Contract has been awarded and executed.

If the State does not offer a stipend to Proposers for their Project-related preliminary design work, the ATCs will be considered the intellectual property of the Proposer, and the State will deem them confidential and exempt from public disclosure under the provisions of the Rhode Island Access to Public Records Act. The State would, nonetheless, have to comply in that regard with any contrary decision under the Rhode Island

Access to Public Records Act or any courts or any other governmental agency having superior authority over such matters.

4.5. Withdrawal of Proposals

A Proposer may withdraw its Proposal from State consideration at any time prior to the Proposal Deadline, by sending its request to do so in a letter signed by a duly-authorized representative of the Proposer to the State Purchasing Agent. Such withdrawal will not prejudice the right of a Proposer to file a new Proposal for the D-B Project, provided that it is received by the State Contact Person before the Proposal Deadline. No Proposal may be withdrawn at or after the Proposal Deadline.

Section 5. Escrowed Proposal Documents

5.1. Purpose and Scope of Escrowed Proposal Documents

The main purpose of this Chapter is to preserve documents related to the selected Proposer's Proposal for possible later use in resolving any claims, extra work orders, or litigation between the State and the Contractor that may arise out of the Contract or its performance. This provision is intended to create a spirit of cooperation and an atmosphere of transparency between the State and the Contractor with respect to pricing matters and Contract disputes.

The preparation, delivery and escrowing of the required escrow bid documentation shall be in accordance with Section 103.8 of Part 3 of the RFP, as updated and amended by the Special Provision “103.8 Escrow of Bid Documentation” provided in Appendix B.01 of Part 2 of the RFP, and this section. The phrase “Bid Documentation” used in Section 103.8 shall mean any and all estimate calculations, quantity take-offs, material or subcontractor quotations, design assumptions, design constraints, or other pricing information used by the Proposer in order to estimate the cost of each detailed component of the Project work for purposes of formulating its Price Proposal.

The Price Documents need not include documents provided or created by the State.

5.2. Format and Content of Escrow Documents

The Proposer may submit Escrow Documents in its usual cost estimation format, provided that all information contained therein is legible, clearly presented, and plainly comprehensible. It is not the purpose of this provision to cause the Proposer extra work during the preparation of the Price Proposal, but to ensure that the Escrow Documents will be adequate to enable State personnel to understand them completely and interpret them properly if it should be necessary to consult them in order to make use of them in the intended ways described above. The Escrow Documents may also be provided on CD-ROMs or DVD-ROMs, provided that a printed hardcopy of the Documents is also submitted with the disc(s). The Documents must include an index that describes in a general fashion the organization of the documents that have been included. Documents need to be grouped in a reasonable way so that the cost data and supporting information are readily available to any State representative.

5.3. Submission by Proposer of Escrow Documents

The State will choose an escrow agent (the "Escrow Agent") with which the Proposer and the State will meet to deposit the Escrow Documents. In the event that the selected Escrow Agent resigns or goes out of business, the State will select another Escrow Agent that meets the requirements of the previous Agent and afford the Contractor an opportunity to be present when the transfer of the Escrow Documents to the new Escrow Agent takes place.

The State may assign a specific State Department to serve as the escrow agent. The State will inform the Proposer of the proposed agent prior to submission of the documents.

5.4. Confidentiality of Escrow Documents

The State will prevent the disclosure of the contents of the Escrow Documents to third parties to the extent that it may practicably and legally do so.

5.5. Payment of Costs for Gathering and Preparation of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.6. Period for Which Documents Will Remain in Escrow

Refer to Section 103.8 of Part 3 of the RFP.

5.7. Restrictions on Examination and Copying of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.8. Termination of Escrow and Final Disposition of Documents

The State will promptly authorize the return of the Escrow Documents to the Contractor by the Escrow Agent when all of the following have occurred: the Contract work (including all extra and remedial work) has been completed; all disputes with or claims against or by the State under the Contract or regarding the Project have been finally and conclusively resolved or legally barred; or, if no such disputes or claims exist, final payment to the Contractor under the Contract has been made and accepted. If these events occur, or if the State exercises its option to not execute the Contract, then the State will give the Escrow Agent a letter of instruction directing the immediate return of the Escrow Documents to the Proposer.

Section 6. Form and Content of Technical Proposals

6.1. Technical Proposal Contents

Technical Proposals shall contain concise written material and drawings to enable clear understanding and evaluation of both the capabilities of the Proposer and the characteristics and benefits of the Proposal. To assist Proposers in preparing the Technical Proposals, the required contents are listed below. The Technical Proposal contents shall be organized in the order listed below and shall be clearly indexed. Each component shall be clearly titled and identified. To facilitate review of the Proposals, Proposers shall follow the same order as set forth herein and provide a cross-referenced table or other means of easily identifying the specific sections which must be reviewed in order to verify a particular RFP requirement is met. Technical Proposals shall contain the following major sections:

1. Executive Summary
2. Comprehensive Technical Approach
3. Proposal Preliminary Project Schedule
4. Management Overview
5. Bid Bond
6. Required Forms & Documents

The Executive Summary should provide information to understand the basic substance of the Proposal. The technical approach submission should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The Management Overview shall describe the organizational structure of the Proposer including: roles and responsibilities, reporting relationships, and a description of the manner in which the Proposer intends to integrate the required project oversight tools into the overall management plan and strategy. The Proposal Preliminary Project Schedule shall demonstrate the Proposer's ability to deliver the project within the allowable timeframes. The Technical Proposal requirements are defined more fully in Sections 6.3 through 6.6 below.

6.2. Physical Format of Technical Proposal

The Technical Proposal shall employ the following physical format:

1. The Technical Proposal shall be no longer than one hundred (100) pages (fifty [50] double-sided sheets). All portions of the Proposal must be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ by 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. 11x17 inch sheet may be used for the proposal with each page counting as two 8 ½ x 11-inch sheets. All drawings and other graphics in the Proposal must be formatted to 11 by 17-inch sheets of paper or other appropriate material, as necessary.
2. The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in Section 4.1 hereof, with the additional requirements of this section.
3. Drawings and other graphic materials, including photos and renderings, shall be included in the Technical Proposal Appendix. Technical reports shall also be included in the Technical Proposal Appendix.
4. Any inserts or cover pages at the start of sections **will** count toward the total page limit.
5. The Technical Proposal Appendix shall not count toward this page limit. The Proposal Preliminary Project Schedule (see below) may also be included in the Appendix.

6. The Transmittal Letter and other required documents whose forms are provided in Appendices of this RFP also will not count toward that page limit. The Required Forms & Documents listed above shall be included in the Technical Proposal Appendix. The Original RFP & All Addenda listed above shall be included in the Technical Proposal Appendix.
7. Each page of the Technical Proposal shall be numbered with the page's number and an indication of the total number of pages in the Technical Proposal (e.g., 5/28 or 5 of 28).
8. The Technical Proposal Appendix shall be limited to material requested in this RFP. It shall be accompanied by an index describing the information therein.
9. A digital copy of the Technical Proposal shall be placed on a CD-ROM or DVD-ROM, and the Proposal's content (including any appendix) shall be rendered in PDF files.

6.3. Required Transmittal Letter

The Technical Proposal shall be accompanied by a Proposal Letter (FORM A) (referenced in Section 6.9 and Section 7.1 below) signed by an individual authorized to bind the Proposer contractually. The Transmittal Letter shall state, among other things, that the Technical Proposal shall remain valid beyond the Proposal Deadline until the Contract is fully executed, or until the Contract is withdrawn and the Project cancelled by the State, whichever occurs first. The Transmittal Letter shall also state the name, title, address, email address, and telephone number of one individual who will respond to State requests for additional information, and, also, of one individual who is authorized to negotiate and execute the Contract on the Proposer’s behalf.

6.4. Executive Summary

The Proposer shall submit, as Section 1 of the Technical Proposal, an Executive Summary written in non-technical style and containing sufficient information for reviewers with a non-technical background to understand the basic substance of the Proposal and to judge whether or not it satisfies the general requirements of the Project. The Executive Summary shall not exceed two (2) double-sided pages and shall follow the format stated in Section 6.2 above.

The Executive Summary shall not include any pricing information and shall, at a minimum, include the following:

1. An identification of the Proposer's key Project personnel and a description of the management structure that the Proposer would use in the management, decision-making and day-to-day operations regarding the Project;
2. A summary of the design and technical approach(es) that the Proposer would employ for the Project in the implementation of the BTC and any approved ATCs, and in any respects in which they may be different from what is called for by the BTC and any approved ATCs;
3. A description of any aspects of the Technical Proposal to which the Proposer believes that the State ought to pay particular attention in evaluating the Proposal, because they are original or creative, or likely to be misconstrued or overlooked, or likely to result in significant benefit to the State, or noteworthy in some other regard;
4. If the Proposer is a Joint Venture, the Proposer must clearly identify in the Executive Summary which major parts of the work each member of the joint venture will be responsible for (*i.e.*, engineering, quality control, geotechnical, construction, etc.).

6.5. Technical Approach

Section 2 of the Technical Proposal (the "Technical Approach") shall use the BTC and any approved ATCs as the basis for setting forth the technical approach(es) that the Proposer intends to use in order to complete the Project design and construct the Project.

The Technical Approach Section shall identify the quality and expected useful life of each of the facilities to be designed and constructed as part of the Project, and it shall identify the performance criteria by which each Project facility or component should be evaluated. Proposers are advised that the minimum service life for any proposed new bridges is expected to be seventy-five (75) years. When possible, preliminary design calculations shall be included with the Proposal.

The Proposer must include detailed information on the incorporation of any approved ATCs and its effect on items listed below.

The Technical Approach shall also include the following (meeting the requirements outlined in RFP Part 2):

1. <u>Highway/Traffic</u>
    a. General requirements that the Proposer anticipates would have to be met for intersection and roadway design and construction, including limits of work transitions.
    b. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the project.
    c. Proposed Traffic Management Plan (TMP) approach and overview. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with appropriate based on traffic volumes, VISSIM model, and Synchro analysis.
    d. The Proposer's concept plans, including plans, elevations, proposed pedestrian facility improvements, traffic mitigation initiatives and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.
    e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.
2. <u>Bridge, Retaining Walls, and Other Structures</u>
    a. Approach to design and construction of the bridges and retaining walls shown in the BTC, and as required to support the roadway construction, with descriptions of any proposed bridge types, lengths, or heights.
    b. Approach to design and construction of the bridges and for the bridge demolitions, with descriptions of the intended structure types, deck joint types and locations, and bearing systems.
    c. Descriptions of accelerated bridge techniques to be used.
    d. Description of the measures that will be taken in order to achieve a minimum seventy-five-year service life.
    e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

f. The Proposer's concept plans, including plans, elevations, and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.

g. A geotechnical design plan and approach for the foundation types for all structures.

h. Materials plans for key elements (*e.g.*, specialized concrete for closure pours).

3. Environmental Controls and Approvals

a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals.

b. Measures to be taken in order to control erosion, dust and to maintain allowable levels of noise.

c. Permanent erosion and sediment control measures to be taken that would remain in place after the Project has been constructed.

d. A description of potential sources of pollution and of measures that would be taken in order to reduce erosion, to minimize sedimentation, and to eliminate non-stormwater pollutants from the Site.

e. A description of potential plans or actions with the State and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.

f. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

4. Utilities and Amtrak coordination

a. The intended approach and plan for coordinating utility and Amtrak work.

b. The intended approach and plan for dealing with third-party entities and for keeping utility owners and Amtrak informed of Project construction scheduling and changes that may affect their facilities, including:

i. Problems that are likely to arise and to affect utility or Amtrak facilities or operations, and the planned approach for curing such problems.

ii. The Proposer's intended methods of design and construction for activities related to utility or Amtrak facilities' relocation and protection, and the role to be given to utility owners or Amtrak in planning and carrying out these activities.

iii. The Proposer's plan for design of a support system to keep all existing catenary structures, lighting and ITS/IMS conduits supported in place and active during Project construction.

c. Methods and schedule for verifying, locating, evaluating, and monitoring utilities or Amtrak facilities prior to commencement of Project work; and for protecting utilities or Amtrak facilities' during the Project work.

d. A summary of the relocations required for each utility or overhead catenary structure (OCS) to be encountered, including the number of relocations required for each utility and for Amtrak in order to complete the project using the Proposers' staging and sequence of construction.

e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

5. Innovation

   a. The Proposer shall identify areas in the design, other than those specified in RFP Part 2 Technical Provisions in which the use of alternative and innovative construction methods would result in time and/or cost savings, improved level of service, reduction in life-cycle cost, and quality changes beneficial to the State.

   b. The Proposer shall identify potential material substitutions that would result in a higher quality end product, including adequate justification that the proposed substitution is a higher quality end product.

   c. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints

6.6. Proposal Preliminary Project Schedule

In Section 3 of the Technical Proposal, the DB Team shall provide a Proposal Schedule. The Proposal Schedule shall be developed in accordance with the requirements detailed in Part 2 Section 8 PROJECT SCHEDULE REQUIREMENTS. RIDOT standard durations for reviews and minimum durations for third party and Amtrak work are defined in Section 8 and shall be used in the Proposal Schedule.

The Proposal Schedule shall meet the allowable timeframes specified in this RFP. If the DB Team submits a Proposal Schedule showing early completion of any date or duration stipulated in the RFP as part of its Technical Proposal, and the DB Team is awarded the Contract, the Contract terms will be adjusted to incorporate the early dates/durations, and the State's Notice of Award letter to the DB Entity will reflect the new dates/durations submitted in the Technical Proposal. The adjusted dates/durations will be incorporated into all pertinent sections of the Contract, including those concerning incentives and liquidated damages.

Submission of the Proposal Schedule does not constitute a request by the DB Team to increase the number of early release construction packages or revise any Contract requirements.

6.7. Management Overview

Section 4 of the Technical Proposal (the "Management Overview") shall describe the Proposer's management approach and its plan for Design-Build construction, both in general and for this particular Project. This section should make plain the Proposer's plan and capacity for controlling and coordinating the various subcontractors and other forces and resources on the Project. It should also explain how the Proposer plans to deal with the State and other federal, State, municipal and utility agencies, in a productive manner and with respect to particular aspects or potential problems on the Project. The Proposer shall also describe its approach for controlling in an optimal fashion the schedule and costs of the Project, as well as complying with applicable laws that may present difficulties or problems, or that are likely to have a substantial effect on the progress or costs of the Project. The Proposer must also explain the Proposer's plans for assigning identified personnel with relevant experience and knowledge, as well as critical equipment and other resources, to the tasks that are key to the success of the Project.

The Management Overview shall include, more specifically:

1. Administration and Coordination

   The Management Overview shall include a section describing the Proposer's intended plan for managing approvals from the State, from design, to construction, to potential issues and progress updates in the way of briefings, meetings and other acceptable methods. This section shall also address coordination with nearby construction projects, as well as neighboring communities and notification and coordination with local Police, Fire and Emergency agencies. It shall also outline the Proposer's plans

and intended approach for providing information to the public regarding Project scope and progress, in order to inform project stakeholders during the design and construction of the Project.

2. Risk Management

The Management Overview shall include a section describing the Proposer's approach to risk management. The Proposer shall provide and explain its plans to identify possible risks that would adversely affect, whether in a major or minor way, the project progress, scope, schedule and or budget; and how it intends to mitigate these risks once identified. This section shall also outline the Proposer's intended plans for involving the State in the risk identification and mitigation processes and shall identified the potential owner of the risk.

3. Project Controls

The Management Overview shall contain a section that provides (i) an explanation of the Proposer's approach to quantity-estimating and how the Proposer intends to control its Project costs, how it would maximize and maintain quality, and how it would minimize its price adjustments for any Project changes ordered by the State; and (ii) a description of the Proposer's intended management system for controlling and coordinating the scheduling of the Project work, in both the short term and long term, as well for handling document control and change management. The Overview should also describe how the Proposer will integrate these functions into its proposed management structure and into its day-to-day Project activities. This section shall include at least:

a. A description of the system that would be used by the Proposer to prepare and update the Project schedule, calculate the progress of Project work, and track subcontractor activities as defined in the schedule requirements of the RFP.

b. A description of how the Proposer would approach rescheduling activities in order to achieve schedule recovery objectives and how it would ensure the achievement of those objectives.

c. A description of how the Proposer would integrate its Project schedule with the Project Milestones as defined in Section 6.6.

d. A description of the Proposer's intended approach to implementation of Project quality, cost, and schedule controls.

e. A description of the Project stages during which the Proposer intends to build each element of the Project, providing specific timeframes for interim events and activities (including any periods for design development and contingencies available if plan does not materialize).

f. A description of the Proposer's intended approach to design and construction submittal management (including preparation, review, approval, coding, prioritization and relation to the start of work) including a description of its proposed document control system.

g. A description of the Proposer's intended approach to change management and how it intends to foresee and mitigate potential impacts to the scope, schedule and budget of the project

h. A description of the Proposer's approach to overall project and work zone safety.

4. Quality

The Management Overview shall describe the approach and methods and shall identify the personnel that the Proposer will employ in order to develop and implement a Quality Control ("QC") system and in order to create a Quality Management Plan ("QMP") and QC Plans for the Project, involving both Design QC ("Design QC") and Construction QC ("Construction QC"). This section of the Proposal shall include at least:

a. A description and chart of the organization and personnel that will be used to ensure QC on the Project as specified in the mandatory special provisions for “Quality Control Plans” and “Quality Management Plans” included in Appendix B.01.

b. A general, descriptive outline of the reports that will be produced and of the management of records procedures to be used for all QC documents and related records in achieving QC.

5. Design Management

a. The Management Overview shall contain a section summarizing the approach and plan of the Proposer for development of the Project design, including:

b. A description of the Proposer’s intended plan to integrate the Design with the procurement and construction activities.

c. A description of the Proposer's plan, in terms of Project design, for balancing and coordinating stakeholder interests; structural and landscaping exigencies; concerns for utility operations and facilities; traffic, stormwater, and hazardous materials management; and requirements for the construction and maintenance of the Project.

d. A description of the Proposer’s intended design program and process, including the internal process for design reviews. The description shall include the Proposer's plan for producing the design, including the internal process for design reviews to ensure design accuracy, including how designs developed by different firms and offices would be integrated and coordinated in order to ensure consistency and quality among them.

e. A description of how design submittal reviews would be organized, tracked, and managed within the Proposer and with the State.

6. Construction Management

The Management Overview shall contain a section that describes the Proposer’s construction management organization and how it would relate and interact with the other elements of the Proposer’s organization for the Project. Provide a brief narrative description of the proposed plan for constructing the Project. This portion of the Proposal shall include at least:

a. A construction organization chart for the Project, showing the relationships between functions shown on the chart and functional relationships with subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments in order to achieve optimum construction performance.

b. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.

c. A description of the Proposer’s intended safety and training program and of how it would be implemented.

d. A description of the Proposer’s plan for maintenance of any waterways including water quality and minimizing environmental impacts including dust control areas in the vicinity of the Project during construction.

e. A description of how all contingency plans would be decided upon and implemented by the Proposer.

6.8. Bonding

In accordance with the State's Amended Procurement Rules & General Conditions of Purchase, effective December 2011, as cited under Section 12.102.06, "Proposal Guaranty" the separately sealed TECHNICAL PROPOSAL will not be accepted or considered unless accompanied by a guaranty in the form of an original FIVE PERCENT (5%) BID BOND (**No Dollar Amount shall be stated**) made payable to the State of Rhode Island. Bid bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the State of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register).

6.8.1. Defects in Bid Bonds

Any defect in a bid bond submitted with a Technical Proposal may result in the rejection of the related Technical Proposal. Any defect in the bid bond that the State deems to be material will result in the automatic rejection of the entire Proposal. No such material defect may be cured once the Cost Proposal is opened.

6.9. Forms that Must Accompany the Technical Proposal

When a Proposer submits its Technical Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, must also be completed, executed and submitted in accordance with the Schedule of Forms & Submissions included in Appendix A. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State.

All Disadvantaged Business Enterprise (DBE) forms included in Appendix A, are to be submitted with the Technical Proposal for the "Design consultant qualifying work" goal. The defined cost of the DBE activity **shall not** be disclosed in the RFP Technical submission.

A W-9 Form must be completed and signed by an authorized agent of the Design Build Team. This form may be downloaded from: http://www.purchasing.ri.gov

All respondents MUST register online at the RIVIP's Internet website at: http://www.purchasing.ri.gov

A fully completed, signed **RIVIP BIDDER CERTIFICATION COVER SHEET** – All three pages **MUST** accompany EACH response submitted. This document must be downloaded from the RIVIP website. Failure to make a complete submission inclusive of this three-page document may result in disqualification.

Proposals shall include complete responses to this RFP, with the properly completed forms and all required supporting documentation included. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Technical Proposal, the required forms are listed the table below.

Table 2: Required Forms for Technical Proposal

Form	Form Designation	Form Location	ITP Section	Schedule of Submission
FHWA-1273 & FTA Federal Provision Clauses	NA	Appendix A	6.9	Provided For Reference
W-9			6.9	Technical Proposal
Bid Bond			6.8 & 9.11	Technical Proposal
RIVIP Bidder Certification Cover Sheet			6.9	Technical Proposal
Proposal Letter	Form A	Appendix A	6.3	Technical & Price Proposal
Industrial Safety Record	Form B	Appendix A	6.9	Technical Proposal
Anti-Collusion Certificate for Contract and Force Account	Form C	Appendix A	9.3	Technical Proposal
Health and Safety Certification	Form D	Appendix A	6.9	Technical Proposal
Certification of Dumping Facilities	Form E	Appendix A	6.9	Technical Proposal
Right-to-Know Act Certification	Form F	Appendix A	6.9	Technical Proposal
Certification of Construction Equipment Standard Compliance	Form G	Appendix A	6.9	Technical Proposal
Guaranty Form	Form H	Appendix A	6.9	Technical Proposal
Buy America Certification	Form I	Appendix A	9.9	Technical Proposal
On-The-Job Training	Form J	Appendix A	6.13	Technical Proposal
DBE Utilization	Form K	Appendix A	6.12 & 9.3	Technical Proposal
DBE Letter of Intent to Perform	Form L	Appendix A		Technical Proposal
Escrow Agreement Form	Form M	Appendix A	Chapter 5	Technical Proposal

6.10. Prevailing Wage Rates

The Contractor must pay State and federal (29 CFR 5 Subpart B) prevailing wage rates for all on-site Project work and must comply with all related reporting and administrative requirements. Prevailing rates must be updated one year after the award of the Contract and each succeeding year after that until the completion of the Contract. Proposers are advised that no increase in Contract price will be granted because an updated prevailing rate proves to be higher than an earlier one for the same type of labor.

The Proposer is responsible for obtaining the current prevailing wage rates from the Rhode Island Department of Labor and Training website at: http://www.dlt.ri.gov/pw/

6.11. Federal Equal Employment Opportunity (EEO) Requirements

Requirements for EEO on this project include but are not limited to:

1. Nondiscrimination in Federal Public Transportation Programs: 41 CFR 60-4.3 prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

2. Prohibition against Employment Discrimination: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246 "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

6.12. DBE

Disadvantaged Business Enterprises (DBEs) shall be given the opportunity to participate in the performance of Design-Build contracts financed in whole or in part with federal funds.

This Project has been assigned a total of **ELEVEN PERCENT** (11%) Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work," and **ELEVEN PERCENT** (11%) Disadvantaged Business Enterprise (DBE) participation goal for "consultant qualifying work" with Rhode Island certified firms during design and construction of the Project. DBE participation shall consist of concerted efforts by the Respondent as part of its affirmative action responsibilities to include DBE firms on Federal Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO).

The goal should be accomplished by having DBE firms perform no less than the above stated goals as a percentage of the total work for the design and construction of the Project (other than work performed by the State, or by any consultant hired by the State, on the BTC). The goal percentage shall be calculated as the specified percentage by dollar value of work contained in the total Contract executed by the parties; that is, it will take into account work later added to the Contract by construction orders. Proposers are reminded that DBE participation to be counted toward the goal must be in the form of independent work and DBE firms must be certified by the RIDOA ODEO at the time that the Technical Proposal is submitted to the State.

The Proposer is required to complete the Schedule of Participation by Disadvantage Business Enterprise (DBE) Utilization FORM K for the Design Subconsultant qualifying work and provide complete DBE Letter(s) of Intent to Perform from each proposed DBE Design subconsultant along with a copy of the proposed Design subconsultant's current RI state certification letter(s) to be INCLUDED IN THE TECHNICAL PROPOSAL. DBE certifications must be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability. The DBE FORM K for "construction qualifying work" shall be submitted by the DB Entity 14-days prior to any construction activity. This also includes complete DBE Letter(s) of Intent to Perform for each proposed DBE subcontractor along with a copy of the proposed subcontractor's current RI state approved at such time.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Disadvantaged Business Enterprise (DBE) Office website at www.odeo.ri.gov. Any questions should be directed to:

RIDOT Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260

DBE special provisions are included in RFP Part 3 – Terms and Conditions

6.13. Trainees

The Proposer must also provide a written statement in the RFP submission using Form O provided in Appendix A, by an authorized representative of the Proposer that the Proposer will develop and maintain a

continuous on-the-job-training (OJT) program achieving the required Training hours. If the Respondent is selected for the PROJECT, they must possess a RIDOT approved OJT Program prior to award.

The total OJT trainee hours for this Project are established to be THREE THOUSAND FOUR HUNDRED (3,400) Training Hours for OJT reimbursement. RFP documentation shall detail requirements for Trainee submission and review and payment.

6.14. Original RFP and Addenda

Respondents shall include as an “exhibit” to the TECHNICAL PROPOSAL submission a copy of the State’s original RFP and any supplemental addenda, as applicable.

Section 7. Form and Content of Price Proposals

Price Proposals shall be sealed in a separate envelope and held by the Division of Purchases until the Technical Evaluations are complete. The Technical Review Group will not have access to the Price Proposals during the evaluation of the Technical Proposals.

7.1. Forms that Must Accompany the Price Proposal

When a Proposer submits its Price Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, must also be completed, executed and submitted in accordance with the Schedule of Submissions included therein. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Price Proposal, the required forms are listed the table below.

Table 3: Price Proposal Required Forms

Forms	Form Designation	Form Location	ITP Section	Schedule of Submissions
Proposal Letter	Form A	Appendix A	6.3	Price & Technical Proposal
Price Proposal Form	Form N	Appendix A	7.3	Price Proposal
Bid Bond	-	-	6.8 & 9.11	Technical Proposal

7.2. Payment Schedule

The Overall Contract Price will consist of a lump sum Design-Build price as well as other items as detailed in the RFP and listed in section 7.3 below and shown on the Price Proposal Form. Partial payments shall be derived from the lump sum price, a schedule of values and a Payment Request Form.

Part 2 of this RFP includes provisions for “Estimated Items.” The State has determined that the work shown in the BTC plans for these items have quantities that cannot be reasonably estimated prior to construction.

The sum of money shown on the Price Proposal Form as "Estimated Cost" for each of these Estimated items of work will be considered the bid price even though payment will be made as described in Part 2. The estimated cost figure is not to be altered in any manner by the Proposer. Should the Proposer alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount for the contract.

7.3. Price Proposal Contents

The Price Proposal shall include:

1. The Lump Sum (L.S.) DB Price and the Estimated (EST.) items, shown in Table 1 and detailed in the RFP, shall constitute the Proposal Price. This Price is to be the total amount that the State would pay for all work under the original Contract executed by the parties.
2. The breakdown of the Proposed Price is intended to assist the State in its evaluation of the price submitted. It will also be the starting point for the development of the schedule of values that will be used to cost load the Project schedule.
3. The Schedule of Value (S.V) shown in Form I amounts shall be comprised of the sum of all the Minor Schedule of Value (m.s.v) amounts shown below them.
4. In the event of a conflict between the DB Price (L.S.) and the total of the schedule of values (S.V.) amounts supplied, the Proposed Price shall take precedence.

Section 8. Selection Process and Evaluation Criteria

8.1. Weighted Criteria Algorithm

The selection of the Proposal deemed by the State to have the best value will be based in part on the results of applying the weighted criteria algorithm method to the Proposal. This method assigns a designated weight to each factor that the State deems to be a critical aspect of the Proposal and the Project. The individual weight factors will vary from project to project, depending on the State's assessment of the importance of each factor in the given project. The following is a general representation of the equations used to determine the best value:

Technical Score TS = $W_1S_1 + W_2S_2 + \ldots W_iS_i$

Where:

i = Qualitative Rating Factor (1, 2, 3,…i)

W_i = Weight Percentage for Factor i

S_i = Qualitative Rating Score for Factor i (on a scale of 1 to 100)

(**Note:** The highest technical score would be 100 points.)

Price Score = PS = W_p * (1-(B-LB)/LB)

Where:

W_p = Price Weight Factor

(Note: The Price Weight Factor for this project is set at 100)

B = Bid Value (Price Proposal)

LB = Low Bid Value (lowest Price Proposal)

(**Note:** The highest Price Score would be equal to the Price Weight Factor.)

Best Value = Largest Value of: TS + PS

8.2. Submission of Proposals to the Technical Review Group

Once a Technical Proposal has been found to be technically consistent with all approved ATCs, the Technical Proposal will be forwarded to the Technical Review Group for review and evaluation.

8.3. Initial Proposal Evaluation

The State will first determine whether or not the Technical Proposal meets the following criteria:

1. The Technical Proposal was submitted and organized in accordance with the requirements of this RFP.
2. The Transmittal Letter and other forms required to be submitted with the Technical Proposal were submitted with it and comply with the requirements of the RFP.
3. Approved ATCs have been applied correctly.
4. The Technical Proposal contains details that were not shown in the BTC and were not submitted as an ATC, and, in the State's opinion, should have been requested as an ATC.

Proposers whose Proposals are not consistent with the RFP requirements and with any approved ATCs may be deemed by the State to be ineligible for consideration for an award of the Contract.

8.4. Oral Presentations and Proposal Clarifications

The State will schedule and hold an oral presentation meeting with each Proposer. This presentation will be an opportunity for the Proposer to discuss its proposal with the State. Minor clarifications may be discussed at the oral presentation. The Proposer shall include in their presentation a rendering(s) of the landscape and streetscape concepts they are proposing to design and construct as part of their proposal. The format of the presentation meeting will be at the discretion of the State.

The Oral Presentation Meeting provides an opportunity for a Proposers to present their Proposal for the subject project and allow the State to ask clarifying questions specific to the Proposal. The presentation should not be used to discuss the qualifications of the Proposer or their personnel unless a change in personnel has been proposed.

The duration of the meeting will be 120 minutes. After a 15 (fifteen) minute introduction and discussion of general rules for the presentation, 45 (forty-five) minutes will be allowed for a presentation by the Proposer's team describing their approach to the design and construction of the Project. Following the presentation, 45 (forty-five) minutes will be allowed for questions by the State regarding the presentation and Proposal. The final 15 (fifteen) minutes will be dedicated to any closing statements by the Proposer.

Proposers should be prepared to address all aspects of their Proposal at the Oral Presentation Meeting. Any questions from the State requiring advance preparation by the team will be provided a minimum of one week prior to the Meeting. Proposers are advised that the State may require written confirmation of representations made at the Meeting.

The Technical Review Group shall determine if any clarifications of a Technical Proposal would be significantly helpful to the Group in understanding and evaluating the Technical Proposal, and whether or not such clarifications (for instance, where information provided is incomplete or ambiguous) should be sought from the Proposer. If the Technical Review Group decides to seek a clarification of a Technical Proposal, the State will request in writing from the Proposer, in accordance with the schedule and time constraints contained in this RFP, any such clarification(s) requested by the Technical Review Group. Clarifications requested at the oral interview should be confirmed in writing.

8.5. Numerical Scoring of the Technical Proposals by Designated Categories

Technical Review Group members will evaluate the components of the Technical Proposals by applying to them the pertinent criteria contained in this RFP and will submit the resulting scores to the Office of Contracts.

Each major category and subcategory (listed below within this Chapter) will be qualitatively evaluated by the Technical Review Group, which will assign it a numerical rating in accordance with the following guidelines:

1. **EXCEPTIONAL (10):** The Proposer has demonstrated an approach to Project design or construction that significantly exceeds stated requirements and objectives of the RFP. That approach is of consistently outstanding quality. There is very little or no risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. There are essentially no weaknesses in the material provided regarding this item of the Technical Proposal.

2. **GOOD (8):** The Proposer has demonstrated an approach to Project design or construction that exceeds stated requirements and objectives of the RFP. That approach is generally of better-than-acceptable quality. There is little risk that this Proposer would fail to meet the requirements of the

particular aspect of the Project work. Weaknesses in the material provided regarding this item of the Technical Proposal, if any, are definitely minor.

3. **ACCEPTABLE (5):** The Proposer has demonstrated an approach to Project design or construction that meets the stated requirements and objectives of the RFP. That approach is of acceptable quality. The Proposer demonstrates a reasonable probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses, but they are minor and could readily be corrected.

4. **POOR (3):** The Proposer has demonstrated an approach to Project design or construction that fails to meet stated requirements and objectives of the RFP with respect to the particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses or deficiencies, but they are susceptible to correction through oral presentations. The material provided is marginal in quality with respect to its basic content or the amount of information provided for evaluation. The Proposer should be capable of providing an acceptable or better response concerning this matter.

5. **UNACCEPTABLE (0):** The Proposer has demonstrated an approach to Project design or construction that contains significant weaknesses or deficiencies and is unacceptable in quality. The material provided regarding this item of the Technical Proposal fails to meet the stated requirements and objectives of the RFP, lacking essential information, containing elements in conflict with each other, or suggesting that the Proposer's technical approach to the Project would likely prove unproductive. The Technical Proposal in this regard does not suggest that the Proposer, if awarded the Contract, would have a reasonable likelihood of success in treating this aspect of the Project. Weaknesses or deficiencies in the provided material are so significant or extensive that a major revision of the Technical Proposal would be necessary with regard to this aspect of the Project.

The Group will use these guidelines in assigning numerical scores to their evaluations of the designated categories and subcategories listed in Section 8.6 below, making it possible then to apply the weighting factors enumerated in that section in order to arrive at a quantitative representation of the Group's judgment of each Technical Proposal.

8.6. Selection Criteria

The Technical Review Group will evaluate each Proposer’s Technical Proposal and will score each Technical Proposal for all of the weighted categories (the "Selection Criteria") listed below:

1. <u>Technical Approach (70% Of Technical Criteria)</u>
   a. Highway/Traffic (10% of Technical Criteria)
   b. Bridge, Retaining Walls, and other Structures (10% of Technical Criteria)
   c. Schedule and Traffic Staging including impacts to Vehicular, Bicycle and Pedestrian Traffic (30% of Technical Criteria)
   d. Environmental Controls and Approvals (5% of Technical Criteria)
   e. Overall Innovation (15% of Technical Criteria)
2. <u>Project Management (30% Of Technical Criteria)</u>
   a. Administration, Project Controls, and Coordination (5% of Technical Criteria)
   b. Risk Management (10% of Technical Criteria)

c. Utilities and Railroad Management (5% of Technical Criteria)

d. Quality (5% of Technical Criteria)

e. Design and Construction Management (5% of Technical Criteria)

8.7. Determination of Overall Technical Score

The Technical Review Group will submit all technical review scores to the Department of Administration, Division of Purchases. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

8.8. Price Proposal Opening

After the technical scores have been tabulated, the State will open the sealed Price Proposals according to the following procedure:

1. The sealed Price Proposals will be released by the Division of Purchases.
2. The Price score for each Proposer will be calculated by the State in accordance with the criteria set forth in this chapter of the RFP.
3. The total Technical Proposal scores of each Proposer will then be determined.
4. The Price Score will be added to the Technical Scores.
5. The State will notify the Proposer with the highest Best Value Score informing them that they are the Apparent Best Value Respondent.

Section 9. Pre and Post Selection Requirements

9.1. Schedule of Submissions

In addition to meeting the submission requirements outlined in Sections 6 and 7, the Proposer must ensure that all if its required documents are submitted in accordance with the schedule of submissions provided in Appendix A of this RFP. Proposers are reminded that, even though this schedule appears to be comprehensive in nature, the State may require additional submissions due to updates of contracting requirements for State Projects. The Proposer by submitting its Proposal agrees that it will comply with the pre-award requirements set by the State and this RFP.

9.2. Pre-Award Project Schedule Requirements:

As per Regulation 12.108, there are minimum activities, submittals and approvals which must be completed prior to Award of the Contract.

9.3. Non-Collusion Affidavits

A statement of non-collusion on the form provided in Appendix A (which complies with the requirements of Title 23, CFR Part 635.112) shall be completed with original signatures and returned with the submitted Technical Proposal. Failure to complete and return this statement of non-collusion with the Technical Proposal may result in rejection of the bid as nonresponsive.

If the subject Technical Proposals is being submitted by a joint venture, a separate non-collusion statement must be submitted by each member of the joint venture.

9.4. Requirement to Keep Respondent Team Intact

The DB Team, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified must remain on the DB Team for the duration of the procurement process and, if the DB Team 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 the State. the State will determine whether to authorize a change. Unauthorized changes to the DB Team at any time during the procurement process may result in the elimination of the Respondent from further consideration.

9.5. Clean Air and Federal Water Pollution Control Act

The Respondent agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”;
3. It will report violations of use of prohibited facilities to FTA and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401 – 7671q); and the Federal Water Pollutant Control Act as amended (33 U.S.C. §§ 1251 –1387)

9.6. No Federal Government Obligation to Third Parties

The State and the Proposer, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or ward of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not

be subject to any obligations or liabilities to the State, Proposer or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA, it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9.7. ADA Access

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal Transit Law at 49 U.S.C.§ 5332, the Proposer agrees that it will not discriminate against individuals on the basis of disability. In addition, the Proposer agrees to comply with any implementing requirements FHWA may issue.

9.8. Buy America

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless all steel, iron and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323 (j) (2) and 49 CFR § 661.11.

9.9. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9.10. Bonding

See Section 6.8 Bonding.

9.11. Rejection of Proposals or Proposers

9.11.1. Nonresponsive Proposals

The State may reject a Proposal as nonresponsive if, for instance:

1. The bid bond or the non-collusion affidavit submitted with the Technical Proposal is defective or incomplete;
2. The Proposer has altered the Proposal without the written consent of the State to do so;
3. The Proposer has submitted a Proposal that in some way fails to make a full commitment to satisfy all requirements of the subject Contract, including all applicable plans and specifications (such failures would include, but is not limited to, any alteration by the Proposer of the terms of the Proposal, the submission of a defective or unenforceable bid bond, and the failure to provide pricing or other information required by the State's bid proposal form).

9.12. Disadvantaged Business Enterprises (DBE) Forms

The State is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal (CFR) Part 26 and Part 23 for Airport Concessions. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

The Proposer shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract or concession opportunity. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract or in the administration of its DBE and ACDBE Programs or the requirements of 49 CFR Part 26 and 23. The State shall take all necessary and reasonable steps, under 49 CFR Part 26 and 23, to ensure nondiscrimination in the award and administration of DOT-assisted contracts and concession opportunities. These forms are provided as part of Appendix A of this RFP.

Section 10. Requirements for Execution, Withdrawal or Protest of the Contract

10.1. Withdrawals of Contracts or Projects

As Proposers should understand, the State will also not award the Contract to an apparent Best Value Selection in those cases in which the State decides to reject all Proposals and solicit new Proposals for the Contract, or else to withdraw the Project with no current plans to re-advertise it.

Possible reasons for the State withdrawing a Project include, but are not limited to: loss of anticipated Project funding, failure to obtain a necessary permit prior to bid or Contract award, discovery of a mistake in estimated bid quantities or a defect in Project design, pre-bid or pre-award design changes that significantly change the Project, failure by the State to include a necessary Contract item in the bid proposal form, elimination of the first two or three apparent Best Value Selections, failure to receive a Price Proposal for a Price within the available funding limits, or failure to receive enough Proposals to assure the State that it has received a competitive or reasonable Proposal. In cases of such withdrawals for the best interests of the State or for purposes of maintaining the integrity of the bidding process, complaining Proposers may or may not be afforded a meeting with State representatives to discuss the State's decision.

In some instances, events may have occurred that delayed the award of the Contract so long that it would not make economic sense for the State to award the Contract; *i.e.*, to do so would almost certainly result eventually in the Proposer's filing a claim against the State for substantial delay damages. Such a situation may arise, for instance, because the State has had unexpected difficulty in obtaining a permit necessary for the Project. In such instances, as an alternative to its withdrawing and re-advertising the Project Contract, the State may offer a responsible apparent Best Value Selection the opportunity to sign an agreement waiving all possible claims that might be based in part on the delay of the Contract signing.

END OF PART 1
INSTRUCTIONS TO PROPOSERS

APPENDIX A

INDEX:

A.01 FORMS (A-M)

A.02 FHWA-1273

A.03 49 CFR PART 20