

VTRANS

Vermont Agency of Transportation

REQUEST FOR PROPOSALS

Part 1

Instructions for Bidders

A DESIGN-BUILD PROJECT

I-91 Bridge Improvements

Bridges 24N & 24S

Rockingham, Vermont

Project No:

Rockingham IM 091-1(66)

November 10, 2015

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

TABLE OF CONTENTS

Definitions: Definitions and abbreviations for this RFP are included in Part 4.

1.0	INTRODUCTION	1
2.0	BACKGROUND INFORMATION.....	1
2.1	Project Description	1
2.2	Right-of-Way Clearance.....	2
2.3	Contract Value.....	2
2.4	Project Milestone Schedule	2
2.5	VTrans’ Point of Contact (POC)	3
2.6	RFP Documents.....	4
3.0	GENERAL PROCEDURES AND REQUIREMENTS.....	5
3.1	Relationship of RFQ and RFP	5
3.2	Draft RFP.....	5
3.3	Final RFP	6
3.4	Bidder’s Pre-Submittal Responsibilities and Representations	6
3.5	Pre-Proposal Meeting	7
3.6	Railroad Site Walk.....	7
4.0	PROPOSAL SUBMITTAL REQUIREMENTS	7
4.1	Due Date, Time and Location.....	7
4.2	Format.....	8
5.0	CONTENTS OF PROPOSALS	10
5.1	Technical Proposal	10
5.2	Price Proposal	25
5.3	Bid Bond.....	25
6.0	EVALUATION PROCESS FOR PROPOSALS.....	26
6.1	Evaluation of Technical Proposals	26
6.2	Evaluation of Price Proposal	28
6.3	Best Value Determination	28
7.0	QUESTIONS AND CLARIFICATIONS.....	28
7.1	Format.....	28
7.2	Deadlines	29
7.3	Clarifications	29
8.0	PROPOSAL VALIDITY AND CONTRACT EXECUTION	29
8.1	Negotiations and Execution of the Contract.....	29
8.2	Proposal Validity	29
8.3	Discussions Prior to Contract Execution	29
8.4	Contract Bonds	29
8.5	Contract Execution and Administrative Submittal Authorization.....	30
8.6	Early Work Packages.....	30
8.7	Authorization to Design and Construct	31
9.0	RIGHTS AND OBLIGATIONS OF VTRANS	31
9.1	Reservation of Rights	31
9.2	No Assumption of Liability	32
9.3	Proposal Payment	33
10.0	PROTESTS.....	34

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

10.1	General.....	34
10.2	Written Protests Only	34
10.3	Distribution of Protest	34
10.4	Protest Contents.....	34
10.5	Protest Regarding RFP	35
10.6	Protest Prior to Contract Execution	35
10.7	Protest Regarding Contract Execution	35
10.8	Determination of Protest.....	35
11.0	MISCELLANEOUS	36
11.1	Changes to Bidder’s Organization.....	36
11.2	Maintenance of Project Team.....	37
11.3	Civil Rights and Labor Compliance	37
11.4	Trainee and Apprenticeship Participation	38
11.5	Escrowed Proposal Documents	38
11.6	Conflict of Interest.....	41
11.7	Vermont Access to Public Records Act	42
12.0	ATTACHMENTS	43

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

1.0 INTRODUCTION

The Vermont Agency of Transportation (VTrans) hereby requests a Proposal submittal for the completion of Interstate 91 (I-91) Bridge Improvement Project “ROCKINGHAM IM 091-1(66)” in Windham County, Vermont (Project). This Request for Proposals (RFP) is issued to those entities that submitted Statements of Qualifications (SOQ) pursuant to VTrans’ March 31, 2014 Request for Qualifications (RFQ) and were invited to submit proposals in response to this RFP (Short-listed Bidders or the “Short List”). The purpose of this RFP is to establish the process for determining which Short-listed Bidder will be selected as the Successful Bidder to execute a Design-Build Contract for the Project.

The Project priorities are:

- Provide a high quality product
- Provide the best value for the scope of work at the lowest reasonable cost
- Provide cost effective and efficient design meeting all project requirements
- Quality construction of all project elements
- Compliance with NEPA, Resource Clearances, and other state and federal regulatory requirements
- Minimize future maintenance requirements for the constructed project

2.0 BACKGROUND INFORMATION

2.1 Project Description

The Project is located in Rockingham, Vermont and includes two bridges on I-91 between exists 6 and 7. The bridges are listed below and a location map is included in the RFQ Information Package.

Rockingham IM 091-1(66):

- Bridge 24 northbound and southbound, located 0.25 miles north of Exit 6 at MM 35.5

The Project includes, but is not limited to:

- a) Complete design and replacement of Bridges 24N & 24S with new continuous superstructures on new substructures;
- b) Providing all project quality control;
- c) Traffic Control;
- d) Maintaining streams and waterways;
- e) Maintenance of Interstate Traffic;
- f) Maintenance of Railroad Traffic; and
- g) Maintenance of Recreational Boat Traffic

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

The total project length is approximately 1.00 mile along I-91, including the traffic control limits.

The above description of this Project is approximate only. For further information, refer to the Base Technical Concept (BTC) outlined in Section 5.1.1 below. VTrans has used the BTC for determining the following: right-of-way needs, areas of disturbance, utility conflicts, preliminary geotechnical investigation needs, and NEPA clearance.

The Bidders, based on their own independent evaluation, are allowed to develop and propose their own concept(s) using the Alternative Technical Concept (ATC) process as outlined in Section 5.1.1 below.

2.2 Right-of-Way Clearance

The VTrans Base Technical Concept (BTC) does not exceed the right-of-way limits as shown on the BTC plans.

2.3 Contract Value

VTrans' current estimated contract value for this Project is classified as category H, in accordance with the VTrans Policies and Procedures on Prequalification, Bidding, and Award of Contracts.

2.4 Project Milestone Schedule

VTrans currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to execution of the Design-Build Contract. This schedule is subject to revision and VTrans reserves the right to modify this schedule as it finds necessary, in its sole discretion.

2.4.1	Release Draft RFP	10/07/15
2.4.2	Draft RFP Comments Due	10/26/15
2.4.3	Release Final RFP	11/10/15
2.4.4	Mandatory Pre-Proposal Meeting w/ Bidders	11/12/15 (10:00 AM prevailing local time)
2.4.5	Mandatory Railroad Site Walk	11/13/15 (10:00 AM prevailing local time)
2.4.6	Conceptual ATC Submittal	12/04/15 (2:00 PM prevailing local time)
2.4.7	One-on-one Conceptual ATC Meetings	12/16/15
2.4.8	Detailed ATC Submittal	01/08/16 (2:00 PM prevailing local time)
2.4.9	One-on-One Detailed ATC Meetings	02/03/16
* 2.4.10	RFP Questions Due to VTrans	02/10/16 (2:00 PM prevailing local time)
2.4.11	VTrans responses to Questions or Clarifications	02/24/16
* 2.4.12	Technical Proposal Submission Date	03/16/16 (2:00 PM prevailing local time)
* 2.4.13	Price Proposal and Bid Bond Submission Date	03/16/16 (2:00 PM prevailing local time)

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

* 2.4.14	Escrow Proposal Documents Submission Date	03/23/16 (2:00 PM prevailing local time)
2.4.15	Evaluate Technical Proposals (Score and Rank)	05/11/16
* 2.4.16	Open Price Proposals	05/18/16 (11:00 AM prevailing local time)
	VTrans, 5 th Floor Boardroom, 1 National Life Drive, Montpelier, VT 05633	
2.4.17	Notice of Intent to Award	06/01/16
2.4.18	Proposal Clarifications Transmitted	06/08/16
2.4.19	Design-Build Contract Execution	07/06/16
2.4.20	Contract Notice to Proceed	07/06/16
2.4.21	Administrative Submittals Authorization	07/06/16
** 2.4.22	Authorization to Design and Construct	10/05/16
* 2.4.23	Substantial Completion Date	05/18/20
* 2.4.24	Contract Completion Date	06/08/20

* These dates are considered hard dates and critical to the schedule. If any of these dates change, bidders will be notified through an RFP Change. All other dates are subject to change without notification.

** The Authorization to Design and Construct date that is shown in this schedule is based on an estimated timeframe for the Administrative Submittal process. The duration of the Administrative Submittal process is controlled by the Design-Builder, and the date is subject to change based on the Design-Builder's actual time frame for development, submission, and securing VTrans approval of the Administrative Submittals. Refer to RFP Part 2 for additional information on Administrative Submittals.

VTrans has established the milestones for contract completion dates for the Project, and Bidders should base their proposals on such milestones.

Project Substantial Completion Date – The Project shall be substantially complete and open for traffic by the date stipulated in Section 2.4 above. Failure to meet this date will result in the assessment of liquidated damages in accordance with the Project specific liquidated damages.

Contract Completion Date of the entire Project shall be no later than identified in Section 2.4 above. Failure to meet this date will result in the assessment of liquidated damages in accordance with the Project specific liquidated damages.

2.5 VTrans' Point of Contact (POC)

For the duration of the Project, including procurement, Bidders shall specifically reference all written correspondence, including the subject line in emails, starting with the Project Number **“Rockingham IM 091-1(66)”**.

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

2.5.1 Procurement Point of Contact

VTrans' sole POC for this RFP shall be Molly Perrigo, Alternative Contracting Specialist. VTrans' POC is the only individual authorized to discuss this RFP and will only communicate with the Bidder's Authorized Representative. All communications with VTrans' POC about the Project or this RFP shall be in writing via email, as required by applicable provisions of this RFP.

Molly Perrigo, Supervisor - Personal Services/Special Agreements Unit
Vermont Agency of Transportation
Contract Administration
1 National Life Drive
Montpelier, VT 05633-5001
Email : molly.perrigo@vermont.gov

VTrans disclaims the accuracy of information derived from any source other than VTrans' POC, and the use of any such information is at the sole risk of Bidder. Communication with other VTrans personnel or VTrans consultant(s) in regards to this RFP is prohibited and may result in the rejection of a Bidder's proposal.

Bidders should consult daily the VTrans Contract Administration Design-Build web page for any notices related to this procurement. The following web page is the official bulletin board for this Project where RFP Changes and other notices will appear:

<http://vtranscontracts.vermont.gov/alternative-delivery/design-build/rockingham>

2.5.2 Project Point of Contact

VTrans' sole Project POC, following the execution of the Contract, will be the VTrans Resident Engineer.

2.6 RFP Documents

The documents included in this RFP consist of the following parts, as well as any references, attachments and exhibits contained or identified in such parts:

PART 1 – INSTRUCTIONS FOR BIDDERS
PART 2 – TECHNICAL INFORMATION AND REQUIREMENTS
PART 3 – DESIGN-BUILD CONTRACT
PART 4 – PROJECT SPECIFICATIONS
PART 5 – BASE TECHNICAL CONCEPT DOCUMENTS

A RFP Information Package is available (to the Short-Listed Bidders only) on the VTrans FTP site. The RFP Information Package is not a part of the Contract Documents. The RFP

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

Information Package is being provided for information only, it is not mandatory for Bidders to use the information in the RFP Information Package. Bidders may use the information from the RFP Information Package at their discretion and at their own risk.

Each Bidder shall review the RFP and provide questions or concerns to VTrans, including but not limited to terms that it considers to be ambiguous. Such questions shall be submitted to VTrans' POC within the time specified in Section 2.4 of this RFP. VTrans will review all questions received and, if it deems appropriate, in its sole discretion, may modify the RFP through an RFP Change. Bidders shall base their Proposals on the terms and conditions of the Design-Build Contract included in all issued RFP Change.

RFP Changes, if any, will be posted on the VTrans FTP Website. VTrans may, at its discretion and as a courtesy only, email notification of any RFP Change to the email address provided by each Bidder in its SOQ on the same day any such Change is posted to the FTP Website. However, failure of a Bidder to receive email notification of an RFP Change shall not release the Bidder from any obligation under its Proposal. **It shall be a Bidder's responsibility to make inquiry to, and to obtain the RFP Changes issued and posted, if any, on the VTrans FTP Website.**

3.0 GENERAL PROCEDURES AND REQUIREMENTS

This Section provides general information, procedures and requirements related to the pre-submittal period to be followed by all Bidders.

3.1 Relationship of RFQ and RFP

Bidders are advised that this RFP may contain criteria not identified in the RFQ or different from what was identified in the RFQ. In the event of any conflict between the RFQ and the RFP, the RFP shall govern.

Bidders are reminded that the evaluation process under this RFP constitutes a completely new and independent evaluation from that conducted under the RFQ. Bidders shall not use the Technical Proposal to modify qualifications as set forth in the Statement of Qualifications. Notwithstanding the above, VTrans may refer back to the Statement of Qualifications to confirm any and all qualifications represented in the SOQ. Bidder's Technical Proposal will be evaluated as described in Section 5.0 and 6.0 below.

3.2 Draft RFP

VTrans will issue a Draft RFP to solicit questions and feedback from the Short-Listed Design-Build Teams. The intent of this process is to both enhance the Bidders understanding of the Project and the RFP, and to improve the RFP itself based on the input received.

The Draft RFP is intended to provide a review for contract requirements only and is not intended to allow for review or to provide feedback to Bidder proposed Project configurations or unique project approaches. Comments received during this review may be incorporated into the RFP

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

Documents. VTrans may choose to incorporate/dismiss any comments received during this review of the Draft RFP.

When reviewing the Draft RFP, Bidders should consider the following:

1. Are the Project requirements clear and understandable?
2. Could improvements be made to the Project requirements to provide opportunities for innovation?
3. Does the schedule for the procurement, design, and construction provide sufficient time to maximize opportunities to meet or exceed the Project goals?
4. Do the project requirements allow for providing the best value product?

3.3 Final RFP

Based on the comments and questions received during the review period, VTrans will modify the RFP as it deems appropriate and will issue a Final RFP by the date specified in Section 2.4.

3.4 Bidder's Pre-Submittal Responsibilities and Representations

Bidders shall be solely responsible for examining the RFP and any and all conditions which may in any way affect their Proposal or the performance of the work on the Project, including but not limited to:

- Examining and carefully studying the RFP, including any RFP Changes and other information or data identified in the RFP;
- Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Bidder's work on the Project; and
- Visiting the Project Site(s) and becoming familiar with and satisfying themselves as to the general, local, and site(s) conditions that may affect the cost, progress, or performance of its work on the Project.

Bidders are required to notify the POC 48 hours in advance of visiting the site.

Each Bidder is responsible for promptly giving VTrans written notice, in accordance with the processes set forth in Section 7.0 below, of: (a) all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the RFP Documents; and (b) aspects of the RFP Documents that Bidder does not understand. Failure to do so shall be at Bidder's sole risk, and no relief for error or omission will be provided by VTrans.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

3.5 Pre-Proposal Meeting

VTrans will hold a **MANDATORY** Pre-Proposal meeting of all Bidders on the date set forth in Section 2.4 above at the following location:

VTrans 5th Floor Boardroom
National Life – Davis Building
1 National Life Drive
Montpelier, VT 05609

The meeting will commence at 10:00 AM prevailing local time. Bidders are required to have a representative at the Pre-Proposal meeting in order for their Proposal to be considered. No more than five (5) representatives from each Bidder (inclusive of any other member of Bidder's team) will be allowed to participate in the Pre-Proposal meeting.

3.6 Railroad Site Walk

VTrans will hold a **MANDATORY** Railroad site walk for all Bidders on the date set forth in Section 2.4 above at the project site. The site walk will provide bidders with access to the railroad ROW in a controlled and safe manner with appropriate railroad flagger protection (provided by VTrans only for the site walk).

The Railroad Site Walk will commence at 10:00 AM prevailing local time. Bidders are required to have a representative at the Railroad Site Walk. No more than five (5) representatives from each Bidder (inclusive of any other member of Bidder's team) will be allowed to participate in the Railroad Site Walk.

Bidders are hereby notified that the Railroad Site Walk is solely for each Bidder's access to the Railroad ROW. VTrans and the Railroad will not receive or respond to any questions regarding the Project. Bidders are also hereby notified that this will be the only opportunity to enter the Railroad ROW during the procurement of this project.

4.0 PROPOSAL SUBMITTAL REQUIREMENTS

This section describes the requirements that Short-listed Bidders must satisfy in submitting Proposals. Failure of any Bidder to submit its Proposal in accordance with this RFP may result in rejection of its Proposal.

4.1 Due Date, Time and Location

Technical Proposals, Price Proposals, and Bid Bonds must be received by the due dates set forth in Section 2.4 above ("Technical Proposal Submission Date" and "Price Proposal and Bid Bond Submission Date"). Submissions must be delivered to the VTrans POC at the address identified in section 2.5 above. Neither fax nor email submissions will be accepted. Bidders are responsible for complying with the deadline referenced above. Late submissions will be rejected

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

without opening and returned unopened to the sender. VTrans accepts no responsibility for misdirected or lost proposals or supporting documents.

4.2 Format

If VTrans determines that a Technical Proposal does not comply with or satisfy requirements of this section VTrans may find such Proposal to be non-responsive.

A sealed parcel containing the Technical Proposal shall be submitted on the date and time designated in Section 2.4. The Price Proposal shall be submitted electronically on or by the date and time designated in Section 2.4. A sealed parcel containing the Escrow Proposal Documents shall be submitted on or by the date and time designated in Section 2.4. If any of the Proposal documents are not submitted on or by the above specified dates and time, then the Bidder may be determined to be non-responsive and disqualified from participating in the design-build procurement for this project. Parcels shall be clearly marked to identify the Project and the Bidder, and to identify the contents as Technical Proposal, and Escrow Proposal Documents, as applicable. If any of the Proposal documents are mislabeled, the Bidder may be determined to be non-responsive and disqualified from participating in the design-build procurement for this project.

Each Bidder shall deliver ten (10) identical paper copies of the Technical Proposal; at least one (1) copy must bear an original signature, ten (10) identical paper copies of the Concept Plans, separately bound, and two (2) flash drives containing the entire technical proposal in a single cohesive PDF file on each disc. Each copy of the Proposal shall be bound and contained in a single volume, with an identity on its front cover, in the upper right-hand corner, as “Copy __ of 10 Copies.” The Cover of the Proposal and a label or tag on the flash drive shall also identify the Project and the Bidder. **Ring binders are not permissible.**

The Technical Proposal shall be prepared in accordance with the following criteria and as described in Section 5.0 below:

- The Proposal shall be separated by numbered tabs with sections corresponding to the order set forth as follows. Tab sheets shall not contain project-specific information, or they will be counted against the page limit.

Tab 5.1.3	Acknowledgement of RFP Changes
Tab 5.1.4	Letter of Submittal
Tab 5.1.5	ATC Approval Letters
Tab 5.1.6	Technical Approach
Tab 5.1.7	Risk Evaluation
Tab 5.1.8	Environmental Commitments
Tab 5.1.9	Transportation Management
Tab 5.1.10	Project Management

- The Proposal shall be no more than twenty (20) double sided pages.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

- The Proposal shall be printed double sided (maximum 20 physical pages, 40 pages of information). All pages shall include page number references in the lower right hand corner. It is acceptable for the page number to be within the page margins.

The following information will **not** be counted against the above referenced page limit:

- Tab 5.1.3 Acknowledgement of RFP Changes
 - Tab 5.1.4 Letter of Submittal
 - Tab 5.1.5 ATC Approval Letters
 - Design Concept Plan Sheets
 - Proposal Schedule Gantt Chart
 - Maintenance of Traffic Concept Plans
 - Drilled Shaft Qualifications (submit as separate tabbed section if applicable)
 - Tab divider sheets (as long as no project specific information is included)
 - Blank pages that have been identified with the text “This Page Left Intentionally Blank” and have not been assigned a page number.
- All printing, except for the front cover of the Proposal, Tabs, and any appendices, must:
 - Be Times New Roman, with a font of 12-point, a minimum of single line spacing, and minimum margins of ¾”.
 - Include a page number in the lower right hand corner of each sheet.
 - Except for Charts, Schedules, Exhibits, Concept Plans, and other illustrative and graphical information, all information shall be prepared on 8.5” x 11” white paper.
 - Charts, Schedules, Exhibits, and other illustrative and graphical information may be on 11” x 17” paper, but must be folded to 8.5” x 11”.
 - All Charts, Schedules, Exhibits, and other illustrative and graphical information contained within the Technical Proposal may use alternative font styles and must be a minimum font size of 10-point.
 - Concept Plans shall meet the following requirements:
 - Submitted in a separate, standalone, bound volume.
 - Submittals shall be on 11” x 17” paper.
 - Printed single sided and drawn to an identifiable scale.
 - Numbered sequentially.

Price Proposals shall be submitted electronically through Bid Express as outlined in Sections 5.0 and 5.3.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

5.0 CONTENTS OF PROPOSALS

This Section describes specific information that must be included in the Proposals for both the Technical and Price Proposals. The format for the presentation of such information is described in Section 4.0.

Bidders shall submit a two-part Proposal; a Technical Proposal and a Price Proposal.

The Technical Proposal shall consist of all information required under Section 5.1 below.

The Price Proposal shall consist of the information required by Section 5.2 below and shall be submitted electronically utilizing the Bid Express online system. The Price Proposal information submitted will be downloaded, however, it will not be viewed until the date set forth in section 2.4.12.

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

If a Bidder has concerns about information included in its Proposal that may be deemed confidential or proprietary, Bidder shall adhere to the requirements set forth by Section 11.7.2 below.

5.1 Technical Proposal

5.1.1 Base Technical Concept (BTC)

The contents and requirements of the Contract Documents, inclusive of the BTC Plans, shall collectively form the "Base Technical Concept" or "BTC". All Technical Proposals must incorporate the BTC without any exceptions to or deviations from the requirements of the RFP Documents, except as provided in Section 5.1.2.

See RFP Part 2 – Technical Information and Requirements and RFP Part 5 – Base Technical Concept.

5.1.2 Alternative Technical Concepts (ATCs)

Alternative Technical Concepts (ATCs) are any deviation(s) from the BTC or RFP which may either result in improved value or a shorter Project duration which will not reduce but may increase the quality, functionality, maintainability, and service life of the facility. ATCs are not mandatory. ATCs may be proposed by each bidder during the project procurement at the times specified in the RFP. ATC Options may be premised on deviations from the technical RFP requirements, but must be shown to be consistent with the requirements set forth in the RFP. All ATCs shall comply with Environmental Approvals and permit requirements including time-of-

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

year restrictions. All ATCs must be approved in accordance with Section 5.1.2.2. The Bidder may propose multiple deviations from the BTC.

VTrans has chosen to use the ATC process to promote innovation and flexibility into the Technical Proposals, to avoid delays and potential conflicts associated with deferment of in-depth technical concept reviews to the post-award period, and to ultimately obtain the best value for the public.

The ATC process allows Bidders to propose alternatives to the BTC for VTrans review and acceptance. VTrans will not approve any ATC that includes a deviation from the requirements of the as-issued BTC unless VTrans determines, in its sole discretion, that the proposed end product, based on the ATC, is equal to or better than the end product absent the ATC.

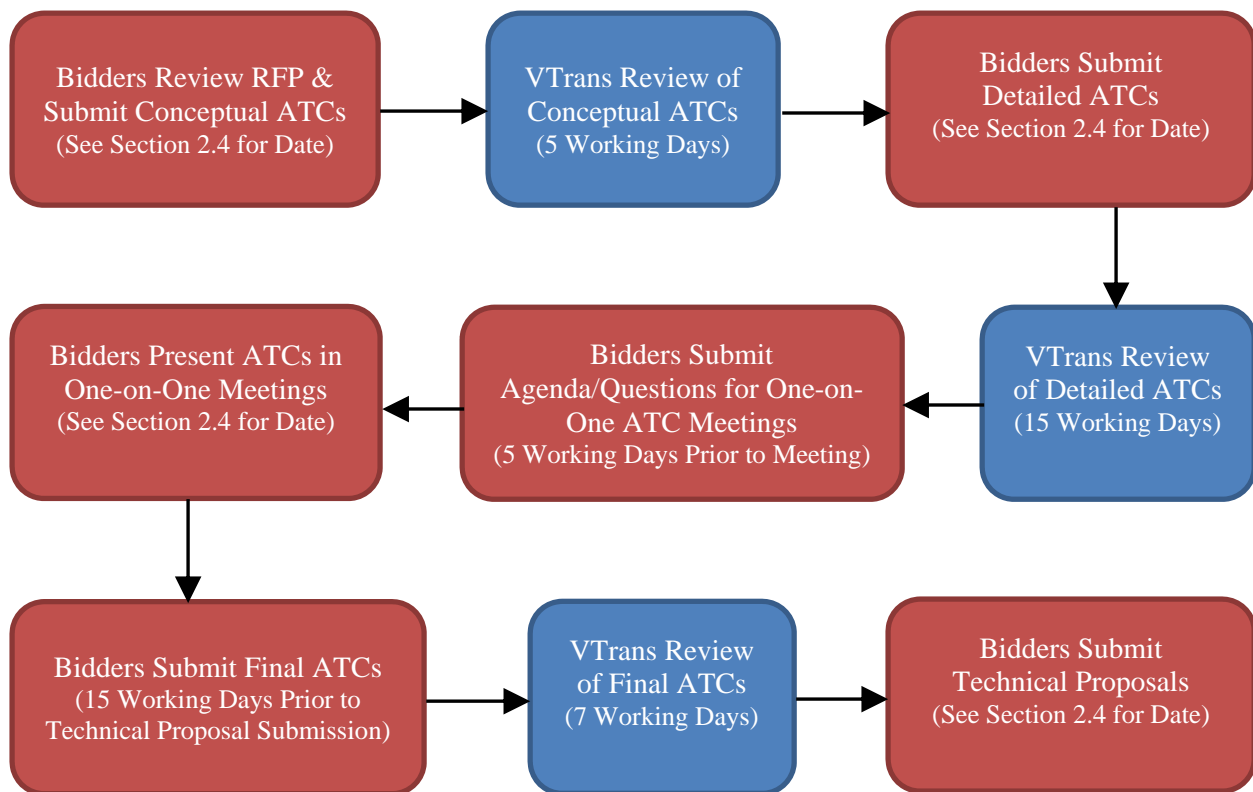
Bidders shall evaluate and list how their proposed ATCs will affect the other ATCs and remaining BTC and include all relevant interdependencies. Interdependent concepts may be combined into one (1) ATC and the Bidder will need to describe/list all interdependent ATCs in the Conceptual ATC Submittal, see Section 5.1.2.1. Failure to properly describe the interdependent components may result in rejection of the entire ATC. Should it be determined that a component of the interdependent ATC is not allowable, the entire ATC, or a portion thereof, may be rejected.

Neither acceptance nor rejection of an ATC by VTrans will entitle any Bidder to an extension of the Technical Proposal Due Date or the date the ATCs are due. Each Bidder, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to all Bidders and waives any right to object to VTrans determinations regarding acceptability.

As illustrated in the flowchart below, the ATC process includes submission of Conceptual ATCs and Detailed ATCs, preparation and attendance of one-on-one meetings, preparation and submission of final questions, submission of Final ATCs, and incorporation of approved ATCs into the proposal. All correspondence related to ATCs shall be through the POC.

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

ATC Process



Because of the confidential nature of the ATCs, the information will not be subject to disclosure until after the Proposal Payments have been issued. VTrans may not respond if the Conceptual ATC Submittal is not provided by the aforementioned date. VTrans will not accept Conceptual ATC Submittals that are not provided in accordance with this section.

5.1.2.1 Conceptual ATC Submittal

The first step in the ATC process is the Conceptual ATC Submittal. Bidders shall submit each Conceptual ATC in writing to VTrans by the Conceptual ATC Submittal date set forth in Section 2.4. Each Conceptual ATC Submittal shall contain the following information, which shall be no more than two total pages of information, and shall be submitted to the VTrans POC electronically in MS Word or PDF format with the following information:

- General Description: A narrative that describes the proposed ATC in concept and includes the basic differences between the BTC and the ATC, the location where the ATC will be used on the project, and any design exceptions required by the ATC.
- Advantages and Disadvantages: A listing and brief description of the comparative advantages and disadvantages of the Conceptual ATC including: Effects on the service life, safety, durability, reliability, economy of operation, ease of maintenance; other

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

factors significantly altered by the Conceptual ATC; and rationale for the proposed deviation(s) from the BTC.

- Impacts to Permits and/or Third-Party Agreements: A description of steps necessary to address existing permits, new permits, or third-party agreements that may be impacted or required in order to initiate the proposed Conceptual ATC. In addition, the Bidder shall describe its expectation of securing or modifying these documents; and the responsible party(s) and time frames required to implement such requirements.
- Identification of Prior Similar ATCs: If the Conceptual ATC has been used under comparable circumstances, provide details of other projects where it has been used under comparable circumstances, and the action taken by the relevant agency.
- Known Use or Testing: A description of any previous use or testing of the Conceptual ATC that is known to the Bidder, including the tester, the conditions, and the results.
- Identification of Interdependencies: A brief description of interdependent components of each ATC.

VTrans will review the Conceptual ATC Submittal within five (5) working days of receipt. As a response to each Conceptual ATC Submittal, VTrans may, at its sole discretion:

- Indicate that the submission is not considered an ATC
- Invite the Bidder to furnish a Detailed ATC submittal
- Reject the Conceptual ATC

5.1.2.2 Detailed ATC Submittal

The second step in the ATC process is the Detailed ATC Submittal. If invited by the Agency as provided in Section 5.1.2.1, the Bidder may submit up to three (3) total Detailed ATC Submittals for VTrans review by the Detailed ATC Submittal date as set forth in Section 2.4. Due to the limited number of Detailed ATC Submittals, Bidders are encouraged to condense multiple interdependent ATCs as outlined in Section 5.1.2. Each Detailed ATC Submittal shall be submitted to the VTrans POC electronically in PDF format and shall contain, at a minimum, the information included in the Conceptual ATC Submittal, and the following information:

- ATC Narrative: Which shall be no more than two-and-a-half (2.5) double sided sheets (five (5) pages) of information prepared on 8.5” x 11” white paper with all pages sequentially numbered, with the following information:
 - Description: A description of what is being changed, altered or deleted, and why, and what is being proposed to improve upon the BTC.
 - Itemization: An itemization of the requirements of the RFP that must be changed (BTC, BTC Plans, specifications, etc.) and a recommendation of how to make each change, including: A description of the advantages and disadvantages; where the ATC has been previously used on projects or tested; the success of such usage; and contact information for any referenced usage. Itemizations shall also

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

include: A description and management of additional risks associated with implementing the ATC; analysis and description of potential issues with current or required Environmental Approvals; a description of the long-term durability of implementing the ATC; and estimated design life of the ATC.

- Additional Impacts: Discussion of potential impacts on vehicular traffic, environmental impacts (favorable or unfavorable), community impacts, safety and life-cycle Project and infrastructure costs (specifically impacts on the cost of future operation, repair, and maintenance).
- Design-Build Contract Completion: A statement as to the effect the ATC would have on the duration of traffic impacts and the impact on the time for the completion of the Design-Build Contract.
- Plans and Specifications: A configuration of the ATC, including, but not limited to, schematic drawings, product details, specifications, construction tolerances, special provisions, and/or a traffic operational analysis. Drawings shall, at a minimum, detail the proposed revisions relative to the BTC.

VTrans will review the Detailed ATC Submittal within fifteen (15) working days of receipt. As a response to each Detailed ATC Submittal, VTrans may, at its sole discretion:

- Invite the Bidder to present the ATC at a One-on-One ATC Meeting (additional information may be requested)
- Approve or Conditionally Approve the ATC without a One-on-One ATC Meeting presentation
- Reject the ATC for reasons that will be described briefly

VTrans may not respond if the Detailed ATC Submittal is not provided by the aforementioned date. VTrans will not accept Detailed ATC Submittals that are not provided in accordance with this section.

5.1.2.3 One-on-One ATC Meetings

VTrans may conduct one (1) or more confidential One-on-One ATC Meeting(s) with each Bidder to discuss proposed ATCs. The purpose of the One-on-One ATC Meeting is to provide each Bidder with an opportunity to informally discuss potential ATCs and obtain preliminary feedback from VTrans.

At least five (5) working days before the scheduled One-on-One ATC Meeting the Bidder shall submit the following information to the VTrans POC in electronic format:

- A list of personnel that will be attending the One-on-One ATC Meeting and their function on the Design-Build Team (No more than 5 members may attend the meeting).
- A specific meeting agenda presented in outline format. The meeting agenda must be specific in identifying all topics of the meeting which are intended to be presented and/or discussed.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

- A list of specific questions pertaining to the ATCs. Bidders must submit a list of specific questions which will be discussed at the One-on-One ATC Meeting.

If Bidders are presenting a PowerPoint, one (1) CD copy shall be left with VTrans. Bidders shall use their own equipment for the presentation.

Meeting Date: See Section 2.4.

Each team will be contacted in advance by the VTrans POC to schedule their One-on-One ATC Meeting(s) on the date set forth in Section 2.4.

Meeting Schedule:

The One-on-One ATC Meeting for each Bidder will be 2.5 hours in length.

- 1 hour for presentation of submitted ATCs and questions/discussion.
- 45 minutes Break for VTrans internal discussion.
- 45 minutes for VTrans feedback and general ATC discussion.

5.1.2.3.1 Meeting Guidelines

VTrans will not discuss with any Bidder the contents of any ATCs other than its own. Bidders shall not seek to obtain approval from VTrans in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Bidder. Bidders are prohibited from discussing any ATCs with VTrans personnel or VTrans consultants outside of the confines of the One-on-One ATC Meetings.

Discussions during the One-on-One ATC Meeting will solely focus on ATCs presented and the manner in which they may affect the BTC. Any general clarifying RFP questions should be submitted to the POC as described in Section 7.0 below.

VTrans reserves the right to change or clarify the RFP based on information or issues raised during the One-on-One ATC Meetings.

No electronic recording of any kind will be allowed during the One-on-One ATC Meetings.

5.1.2.3.2 One-on-One ATC Meeting Attendees

Bidders attending the meetings shall have the proper expertise and authority to present ATCs and answer VTrans' ATC questions. Persons attending the One-on-One ATC Meetings will be required to sign an acknowledgment of the foregoing rules and identify all participants, see Attachment 5.1.2.3.2. The Bidder shall bring the signed form to their meeting. All participants must attend in person – conference calls will not be permitted.

VTrans meeting attendees may include Technical Evaluation Committee (TEC) members, representatives from VTrans Attorney General's Office, Federal Highway Administration, as well as any appropriate technical experts.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

5.1.2.4 Final Submission of ATCs

Any Bidder seeking approval regarding the viability of an ATC, which has not been approved prior to the One-on-One ATC Meeting, must submit Final ATCs to the POC no later than fifteen (15) working days prior to the submission of the Technical Proposal. Submissions received after that time or submissions with additional changes will not be accepted. If VTrans requires clarification of a Final ATC Submission, Bidders are expected to respond within two (2) working days. Written request for final approval of ATC may be waived, at the sole discretion of VTrans, if ATCs have been approved subsequent to the Detailed ATC Submittal.

The submissions must contain sufficient information for VTrans to render an opinion. An electronic submission including a narrative, technical information, and drawings are required and shall be made to the POC in PDF format. This submission shall include all applicable material provided in the Detailed ATC Submittal (see section 5.1.2.2) as well as pertinent information presented during the One-on-One ATC Meetings.

VTrans will respond to the Bidder within seven (7) working days with a final determination. If the Bidder does not receive a return response from VTrans within seven (7) working days of VTrans' receipt of the Final ATC, the Bidder shall presume that VTrans has rejected the ATC.

5.1.2.5 Final Determination by VTrans

VTrans will make one of the following determinations with respect to each properly submitted ATC:

- The ATC is approved/conditionally approved
- The ATC is not approved with appropriate explanation

5.1.2.6 Incorporation of ATCs into Technical Proposal and Contract

Each Bidder may incorporate only approved ATCs into its Technical Proposal Concept. Copies of VTrans ATC approval letters for each incorporated ATC shall be included in Tab 5.1.5 of the Technical Proposal. Technical Proposals submitted with or without ATCs will be evaluated against the same technical evaluation factors as set forth in Section 6.1.

Except for incorporating approved ATCs, the Technical Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP. If a Bidder elects to incorporate an ATC into their proposal, it shall be incorporated throughout the evaluative sections defined by the RFP. With the exception of the ATC Approval Letters, ATC documents shall not be specifically incorporated into the RFP.

The evaluation of proposals will not distinguish between a proposal that does not include any ATCs and proposals that include ATCs. Both types of proposals are evaluated against the same technical evaluation factors and a best value determination is made in the same manner.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

5.1.2.7 ATC Format

For Detailed ATC Submittals and Final ATC Submittals, each Bidder shall deliver one (1) paper copy of their ATCs, and one (1) CD-ROM containing all ATCs, each ATC in a single cohesive PDF file. All proposed ATCs for the project shall be bound and contained in a single volume.

The ATC Submittal shall be prepared in accordance with the following criteria and as described in Section 5.1.1 of this document:

- Electronic submittals shall be in PDF format. One PDF file shall contain all of the information for each ATC.
- All ATCs from each Bidder must be combined into one bound document, clearly tabbed for each ATC.
- All printing, except for Tabs, and any appendices, must:
 - Be Times New Roman, with a font of 12-point, a minimum of single line spacing, and minimum margins of 3/4".
 - Include a page number in the lower right hand corner of each sheet.
- Except for Charts, Schedules, Exhibits, Concept Plans, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper.
- Charts, Schedules, Exhibits, Concept Plans, and other illustrative and graphical information:
 - May be on 11" x 17" paper, but must be folded to 8.5" x 11".
 - Concept Plan sheets and drawings are to be drawn to an identifiable scale and submitted on 11" x 17" paper.

5.1.2.8 ATC Confidentiality

Any and all ATCs properly submitted for VTrans consideration (including those not included in the Technical Proposal) by a Bidder and all subsequent communications regarding its ATCs will be considered confidential until such time as the Proposal Payment has been issued and/or the contract has been executed. A Bidder may waive receipt of the Proposal Payment however VTrans will be legally entitled to use the ATC at its discretion. If a Bidder wishes to make any announcement of disclosure to third parties concerning any ATC during procurement, it shall first notify VTrans in writing of its intent to take such action, including details such as participants and disclosure dates, and obtain VTrans' approval in advance. Following Proposal Payment, ATCs and all subsequent communications regarding its ATCs may be subject to disclosure under the Vermont Public Records law.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

5.1.3 Acknowledgment of Receipt of RFP Changes

The Acknowledgment of Receipt of RFP Changes described in this section will be scored on a Pass/Fail basis.

Bidder shall provide VTrans the Acknowledgement of RFP Changes Sheet, Attachment 5.1.3, with submission of the Technical Proposal, which will serve to acknowledge that Bidder has received this RFP and any documents, notices, changes, and addenda associated with this RFP.

Bidders should consult daily the VTrans Contract Administration Design-Build web page for any notices related to this project. The web page is the official bulletin board for this Project where RFP Changes and other notices will appear.

5.1.4 Letter of Submittal

The Letter of Submittal described in this Section will be scored on a Pass/Fail basis.

Provide a Letter of Submittal (not to exceed five (5) pages of information) on the Bidder's letterhead signed by an authorized representative, who shall be the point of contact for the Bidder's organization for all communications from VTrans related to the RFP or the Project. The letter shall identify such representative's name, title, address, phone and fax numbers, and e-mail addresses. If the Bidder is a joint venture, all major participants (including but not limited to the lead contractor and lead designer), or, if applicable, all joint venture partners/members shall sign the letter. At a minimum, one of the letters of submittal shall bear an original signature made in ink.

The Letter of Submittal shall:

- Include an Executive Summary of the Technical Proposal, with no references whatsoever to the Price Proposal;
- Declare Bidder's intent, if selected, to enter into a contract with VTrans for the Project in accordance with the terms of this RFP;
- If the entity is a joint venture, state that each member of the joint venture will have joint and severable liability;
- Declare that the offer represented by the Proposal will remain in full force and effect for one hundred fifty (150) days after the date the Price Proposal is submitted to VTrans;

Accompanying the Letter of Submittal shall be the remainder of the Proposal, wherein the Bidder shall specifically address all requirements of this RFP.

5.1.5 ATC Documentation

The elements described in this Section will be scored on a Pass/Fail basis.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

In the event that a Bidder did not submit an ATC or did not have an ATC approved, Tab 5.1.5 shall contain a single sheet of paper with the following statement “ATCs are not applicable to this Technical Proposal.”

ATC approval letters shall be included in this section.

5.1.6 Technical Approach (30 Points)

Bidders shall provide specific information relative to their technical concept including but not limited to:

- Provide 11” x 17” Project Plan Sheets, indicating: (a) the superstructure widths specified in the BTC; (b) proposed alignments; (c) proposed profiles; (d) typical sections of the roadway and bridges; (e) elevation view of the bridge(s) if different; (f) substructure locations, configuration(s), and type(s); (g) scuppers, bridge joints and bearing types and locations; (h) deck/superstructure concrete placement phasing; (i) proposed utility locations, (j) superstructure erection sequencing, and (k) construction staging and access locations.
- Within the body of the technical proposal, include at a minimum, a written description explaining the proposed structural concept and identify how it will meet the requirements of the RFP. The text shall specifically address the 100 year service life requirement, approach to providing a low maintenance design, approach to constructing the proposed design, and approach to maintaining the existing structures throughout the project.
- Describe the foundation, abutment, and pier design concepts for the proposed bridges including the methodologies for construction, including access and staging, while existing highway and Green Mountain Railroad traffic is maintained where applicable. Describe the methodologies for slope stabilization throughout the Project.
- The Bidder shall provide a listing of those categories of work that Bidder anticipates will be performed by its own direct labor force (Bidder shall perform at least thirty percent (30%) of the work for the project) and those that will be performed by other team members, including subcontractors (primary team members shall not be considered subs, i.e. Primary Contractor and Primary Designer).

The Agency will evaluate the following sub-factors:

- Understanding Project Scope and RFP requirements.
- Approach to Design of the Technical Concept:
 - Operation and coordination of Multi-Discipline Design Team
 - Coordination between designer and constructor during the design development of the project to effectively design a project that is easily constructible and inspectible

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

- Incorporating Service Life Requirements – Explain the elements of design that are being provided which will exceed serviceability requirements of the AASHTO Bridge Design Code (calibrated for 75 years) and will result in a 100 year service life.
- Incorporating Low Maintenance Elements as Part of Design
- Utilization of appropriate concrete mix designs
- Incorporating Geotechnical Aspects as Part of Design
- Approach to Construction of the Technical Concept:
 - Construction Access and Temporary Facilities
 - Coordination and maintenance of railroad traffic and approach to construction for minimization of railroad conflicts
 - Safe and efficient bridge demolition
 - Construction in all seasons of the year including hot weather, cold weather, and provisions to protect the work from salt spray during winter maintenance operations.
 - Communication with Designers During Field Construction
 - Foundation and Substructure Construction including phasing of the work, types of equipment required, locations of equipment, and pertinent assumptions related to construction
 - Superstructure Construction including phasing of the work, erection sequencing, staging requirements, reinforcing and concrete placement approach, and geometry control
 - Incorporating Quality Assurance Access/Inspections as Part of Construction

5.1.7 Risk Evaluation (10 Points)

VTrans has developed a Risk Evaluation Matrix to track and monitor elements of the project that are considered to be high value in terms of project scope, project cost, and project schedule. The VTrans Risk Evaluation Matrix is included as part of the Base Technical Concept.

As part of the response to this RFP, each Bidder shall review the Risk Evaluation Matrix provided with the RFP and complete the Matrix as follows:

- For the risks provided by VTrans, populate the fields for Risk Assumptions, Strategy, and Response Actions;
- Add three additional risks to the Matrix – Include ID#, Category, Title, Risk Statement, Risk Assumptions, Strategy, Response Actions, and Risk Owner;

Each Bidder shall then include a narrative in their Proposal describing their approach to mitigating project risks and shall describe implications stating how risks will relate to their

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

concept; specifically addressing how each risk relates to the project scope, project cost, and project schedule.

The Agency will evaluate the following sub-factors:

- Approach to reviewing VTrans Risk Evaluation Matrix and relating it specifically to Bidder's technical concept
- Approach to mitigating project risks through design approach and assumptions
- Approach to mitigating project risks through simplified construction techniques and procedures
- Approach to providing a life cycle value analysis for each risk identified

5.1.8 Environmental Commitments (10 Points)

The Proposal shall include a narrative describing the Bidder's approach to environmental review, clearance and permitting and meeting environmental commitments for the Project site. This includes a discussion of the clearances VTrans has obtained to date, new permits to be acquired, and any modifications to be made to the existing permits. Describe Bidder's plan to coordinate with other agencies and the public, and to meet NEPA and other regulatory requirements and resource clearances. The Agency will evaluate the following sub-factors:

- Approach to acquiring the necessary environmental clearances and permits to construct the proposed work.
- Approach to avoidance and minimization of lead contaminated soils and management of lead contaminated paint.
- Approach to construction phasing for the purpose of erosion prevention and sediment control.
- Approach to designing permanent stormwater conditions.
- Approach to avoiding, minimizing, and mitigating impacts to archeological, historically, and environmentally sensitive areas in the design and construction phases.
- Approach to monitoring, documenting and reporting compliance and violations with environmental commitments.
- Approach to stream design requirements along with Title 19 Stream Alteration Consultation.
- Understanding of permitting implications relative to the project schedule and specific permitting time of year restrictions.

5.1.9 Transportation Management (6 Points)

The Proposal shall include a narrative and necessary concept plans describing the Bidder's approach to managing traffic during construction at the Project site. The Agency will evaluate the following sub-factors:

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

- Approach to minimizing highway and railroad traffic delays and impacts.
- Approach to phasing of the traffic control.
- Approach to utilizing I-91 Exit 6 Northbound onramp closure and impacts to the traveling public.
- Approach to mitigation of traffic control issues arising during construction.
- Approach to accommodating recreational traffic on the Williams River.

5.1.10 Project Management

The elements described in this Section have a maximum total value of 44 points allocated.

5.1.10.1 Work Breakdown Structure (10 Points)

The Work Breakdown Structure (WBS) will be the basis for project organization throughout the duration of the project. The WBS shall be used for development of the Proposal and Baseline Project Schedules, the Schedule of Payments, the generation of design and construction documents, and the documentation of Construction Quality Assurance.

The WBS provided in the Technical Proposal shall be binding and shall not be modified or further broken down following submission of the Technical Proposal or execution of the contract without written authorization from the Resident Engineer.

Provide a comprehensive and detailed WBS for the project, broken down into specific Work Packages. Work Packages shall represent logical subsections of work required to complete the overall project scope. The WBS shall be consistent with Bidder's organization and approach to management, as well as to its approach to technical challenges within the Project. Typical Work Packages shall include tasks for design, design QA reviews, submissions to VTrans, field construction, construction QA inspection and testing, and preparation of finals documents. Work packages shall not be broken down between materials and labor. The Agency will evaluate the following sub-factors:

- Work packages meet the minimum requirements of the RFP and include a Project Initiation Work Package and individual Work Packages for each Administrative Submittal
- Work Packages are appropriate for the scope of the proposed design and construction and represent the complete project scope
- Independence and uniqueness of work packages
- Relationship of WBS to the proposal schedule

5.1.10.2 Proposal Schedule (10 Points)

With the Technical Proposal, Bidder shall submit a Proposal Schedule for the project, based on the WBS defined under Section 5.1.9.1, which shall include: (i) a narrative description of the

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

proposed Schedule including identification of calendar types and the characteristics of each including, but not limited to: number of shifts per day, crew size, working hours, calendars days worked per week, and scheduled downtime; (ii) logic relationships, durations, critical path, interim milestones, and timing of the WBS elements for design and construction; and (iii) permitting, Right of Way (if needed), utility relocation (if needed) and design review by VTrans. Activities within each Work Package shall be broken down sufficiently to show design and construction sequencing, significant milestones, Project interrelationships, and task dependencies. The Proposal Schedule shall show the intended traffic impact period. The Proposal Schedule shall be developed using a software package wherein the information is conveyed using logic relationships and a Gantt chart. The Agency will evaluate the following sub-factors:

- Each Work Package is clearly identified and included in the Proposal Schedule
- Means and methods by which Bidder will plan and control the scheduling of work to meet schedule requirements and the specified completion date(s).
- Improvement to RFP milestone schedule
- Method of monitoring Work Package progress and updating schedule
- Bidder's understanding of the major risks and challenges to attaining the specified completion dates and their approach to mitigate such risks and challenges
- Understanding timeframes for permitting and accommodating permitting within the schedule
- Assigning appropriate durations for each schedule activity
- Approach to recovery of lost time
- Timetable for temporary traffic control phasing, traffic maintenance, and winter closure

Bidders are on notice that any earlier completion date(s) identified by Bidder in response to this RFP will be deemed by VTrans as the contractual completion date(s) for this Project. Failure to complete by that date will result in the assessment of liquidated damages in accordance with the Project Specifications.

5.1.10.3 Design Quality Management (8 Points)

VTrans requires that the Design-Builder assume the role of providing Quality Control (QC) and Quality Assurance (QA) responsibilities for all design aspects throughout the duration of the Project.

Explain how the Bidder's approach will provide QC and QA during design of the Project elements. Explain how the design professionals will be engaged during field construction including field design changes and resolution of construction non-conformances. Include the organization responsible for design quality. Describe how the QA organization will operate independently from the QC personnel and how they will communicate and interface with each other.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

The following sub-factors will be evaluated:

- Understanding of QA and the difference/separation between QA and QC relative to design development.
- Extent to which the system for QA allows for organizational independence from QC.
- Organization and approach to Design Quality Management.
- Approach to well structured, easily audited document control methods.
- Approach to engaging the design professionals during field construction operations.

5.1.10.4 Construction Quality Control (8 Points)

In accordance with 23 CFR 637, this project is subject to a construction quality assurance program to assure that the materials and workmanship incorporated into the construction project are in conformity with the requirements of the Released for Construction plans and specifications.

As part of the QA program, VTrans requires that the Design-Builder assume the role of providing all Quality Control (QC) responsibilities for all construction activities (onsite and offsite) throughout the duration of the Project.

Explain how the Bidder's approach will provide QC for the construction elements of the Project. Include the names of personnel specifically performing QC functions, the name and accreditations of material testing laboratories and certification levels planned for the Project. Describe how the QC organization will operate, including how the construction contractor, design engineer, and VTrans Resident Engineer will interface with each other.

The following sub-factors will be evaluated:

- Organizational chart inclusive of Bidder's Quality Control personnel and VTrans Resident Engineer.
- Understanding of QC and the difference/separation between QC and Quality Acceptance relative to construction.
- Approach to systematic Quality Control.
- Approach to coordination with the Resident Engineer
- Approach to well structured, easily audited document control methods.
- Understanding of and commitment to follow industry standard practices for Construction QC.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

5.1.10.5 Public Relations Plan (8 Points)

The Proposal shall include a narrative describing the Bidder's approach to maintaining consistent delivery of information to the public during construction. The Agency will evaluate the following sub-factors:

- Approach to conveying information to local and state government entities and to the public relative to the following:
 - Construction Activities/Project Progress
 - Construction Schedule
 - Maintenance of Traffic/Traffic Conditions
 - Incident Information
 - Project Related Events
- Approach to communications for responding to emergencies and incidents during construction.
- Approach to media relations.
- Approach to community and business relations.

5.2 Price Proposal

The Bidder shall submit their Price Proposal utilizing the Bid Express online service. Further instructions are located on the VTrans Contract Administration Website at the following address:

<http://vtranscontracts.vermont.gov/construction-contracting/electronic-bidding>

Bidders are advised that the price set forth in the Price Proposal shall be considered full compensation to Bidder for all design services, labor, material, equipment, permits, taxes, overhead, profit, all direct and indirect expenses, and any other expenses of any kind applicable to the work to be undertaken by Bidder associated with such work, including but not limited to any escalation, extended site overhead, acceleration, and/or shift of construction sequencing.

5.3 Bid Bond

Bidder shall provide a Bid Bond in the amount of 5% of the total contract value. The bid bond shall accompany the electronic Price Proposal submitted through Bid Express.

The Bid Bond shall be made payable to the: Treasurer, State of Vermont.

Bidders must arrange with their bonding agent to obtain an electronic bid bond and bid bond code. The bid bond code shall be submitted with the electronic bid, see Attachment 5.4.

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

6.0 EVALUATION PROCESS FOR PROPOSALS

VTrans will evaluate the Proposal from each Bidder based upon the numerical weighting set forth below. The Technical Proposal will have a weighting of fifty percent (50%) and the Price Proposal will have a weighting of fifty percent (50%).

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

6.1 Evaluation of Technical Proposals

6.1.1 Technical Proposal Evaluation Factors - The Technical Proposal will be evaluated based upon the factors provided in the table below. The technical score will be determined by the Technical Evaluation Committee (TEC) through the evaluation of the Technical Proposal. The descriptions below are intended to be informational, and all information required under the identified Sections will be evaluated.

Sub-Sections (Evaluation Factors)		Rating Weight
5.1.3	Acknowledgement of RFP Changes	pass/fail
5.1.4	Letter of Submittal	pass/fail
5.1.5	ATC Approval Letters	pass/fail
5.1.6	Technical Approach	(30 points)
5.1.7	Risk Evaluation	(10 points)
5.1.8	Environmental Commitments	(10 points)
5.1.9	Transportation Management	(6 points)
5.1.10	Project Management	(44 points)
5.1.10.1	Work Breakdown Structure	10
5.1.10.2	Proposal Schedule	10
5.1.10.3	Design Quality Management	8
5.1.10.4	Construction Quality Control	8
5.1.10.5	Public Relations Plan	8
TOTAL		100 points

Each evaluation section has an assigned maximum number of points that demonstrates its relative importance. The total Technical Proposal Evaluation score to each Bidder will be the sum of the scores that each TEC member assigns to that Bidder divided by the number of TEC members, rounded to the nearest one hundredth of a point. The total Technical Proposal Evaluation score derived from the preceding sentence is to be converted to a 50-point scale (in order to represent the Technical Proposal weighting of 50% described in Section 6.0 above), with the product being rounded to the nearest one hundredth of a point. (Example: A total evaluation score of 80 points on the Technical Proposal would result in a total of 40 points out of 50 points toward the Best Value determination, with such product rounded to the nearest one hundredth of a point.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

6.1.2 Responsiveness Evaluation – The Agency will determine whether or not each Technical Proposal is responsive as to form and format.

Within ten (10) working days of the date of submittal of Proposals, the POC will send by email with confirmed receipt, a written “Notice of Technical Proposal Responsiveness” to all Bidders that submitted Proposals. The Notice shall state, as applicable, that:

- A. as of the date of the Notice, the Technical Proposal is responsive;
- B. the Technical Proposal fails to comply with specified form and format requirements set forth in this RFP and must be revised to cure the defects within five (5) working days; or
- C. the Technical Proposal contains Non-curable Technical Proposal Defects as provided in 6.1.3 and is rejected as non-responsive.

Proposals considered responsive pursuant to this Section may still be rejected as nonresponsive at a later date if the Bidders fail to satisfy such additional responsiveness requirements as are specified elsewhere in this RFP. The Agency’s determination of responsiveness in no way relieves the Bidder from meeting all contract requirements listed as part of this RFP.

If VTrans determines that a Technical Proposal does not comply with or satisfy requirements of the RFP Documents, VTrans may find such Proposal to be non-responsive. In such event, the Price Proposal corresponding to the non-responsive Technical Proposal will not be downloaded. The non-responsive Technical Proposal and Escrow Proposal Documents will be returned unopened to the Bidder. A Bidder that submits such a non-responsive Technical Proposal will not be eligible to receive any Proposal Payment. Responsiveness will be solely determined by the Agency in accordance with, but not limited to, Sections 6.1.3 and 6.1.4 below.

6.1.3 Non-curable Technical Proposal Defects

The Agency will reject Proposals as non-responsive if any one of the following occurs:

- A. The Technical Proposal is not properly delivered.
- B. The Agency has substantial evidence of collusion by the Bidders.
- C. The Bidder adds any provision reserving the right to accept or reject execution of the Contract.
- D. The Bidder fails to cure the Technical Proposal Responsiveness Requirements.
- E. The Bidder is not prequalified to submit a proposal for this Project.

6.1.4 Curable Technical Proposal Defects - Bidders must cure, to the satisfaction of the Agency, all Curable Technical Proposal Defects identified in each Notice of Technical Proposal

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

Responsiveness within five (5) working days of the date of receipt of each Notice. Failure to cure all such Curable Technical Proposal Defects will result in forfeiture of any claim to the Proposal Payment and forfeiture of rights to any ATCs.

6.2 Evaluation of Price Proposal

Price Proposals will be scored and ranked as follows:

The Bidder submitting the lowest Price Proposal will be awarded the maximum number of points (50), in order to represent the Price Proposal weighting of 50% described in Section 6.0 above.

The next-lowest combined Price Proposal will be awarded points based on the product of the ratio of the lowest Price Proposal divided by that particular Price Proposal multiplied by 50 points (i.e., the points awarded for the lowest Price Proposal), with such product rounded to the nearest one hundredth of a point.

Price Proposal Score of a Bidder = (Lowest Price Proposal/Bidder's Price Proposal) x 50

VTrans will open and read the Price Proposals publicly at the following location:

Vermont Agency of Transportation
Fifth Floor Boardroom
1 National Life Drive
Montpelier, VT 05633-5001

Immediately following the opening of the Price Proposals, VTrans will combine and read the combined Technical and Price Proposal scores in accordance with Section 6.4 below.

6.3 Best Value Determination

The Technical Proposal score derived from Section 6.1 and the Price Proposal score derived from Section 6.2 will be summed together to obtain a total score for each Proposal. The Proposal with the highest total score will be considered the Best Value Bidder.

Negotiation and execution of the Contract shall be made in accordance with Section 8.0 below.

7.0 QUESTIONS AND CLARIFICATIONS

7.1 Format

All questions and requests for clarification regarding this RFP shall be submitted to VTrans in writing by email or written letter to the POC. No requests for additional information, clarification or any other communication should be directed to any other individual. **Oral requests for information will NOT be accepted.**

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

7.2 Deadlines

All questions or requests for clarification must be submitted by the due date set forth in Section 2.4. Questions or clarifications requested after such time will not be answered, unless VTrans elects, at its sole discretion, to do so. VTrans' responses to questions and request for clarifications will be in writing, and will be accomplished by a RFP Change to this RFP. VTrans will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an RFP Change.

7.3 Clarifications

VTrans, at its sole discretion, shall have the right to seek clarifications from any Bidder to fully understand information contained in their Proposal and to help evaluate and rank the Bidders. Bidders may also be requested to make an oral presentation of their Proposal before the Proposals are scored.

8.0 PROPOSAL VALIDITY AND CONTRACT EXECUTION

8.1 Negotiations and Execution of the Contract

VTrans has determined that Negotiation and Execution of the Contract will be made in the following manner:

8.2 Proposal Validity

8.2.1 The offer represented by each Price Proposal will remain in full force and effect for one hundred fifty (150) days after the date that Price Proposals are submitted ("Price Proposal and Bid Bond Submission Date"). If execution of the Contract has not been made within one hundred fifty (150) days after the Price Proposals are submitted to VTrans, each Bidder that has not previously agreed to an extension of such deadline shall have the right to withdraw its Technical and Price Proposal.

8.3 Discussions Prior to Contract Execution

8.3.1 Prior to the Notice of Intent to Award the Contract, VTrans reserves the right to conduct Discussions with responsive Bidders per 23 CFR 636 Subpart E.

8.4 Contract Bonds

A Successful Bidder entering into a contract for any portion of the work included in a proposal shall provide the Agency sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).

Each bond shall be in a sum equal to one-hundred percent (100%) of the executed contract.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

The labor and materials bond shall guarantee the payment in full of all bills and accounts for material and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.

The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.

The form of bond shall be that provided by the Agency, and the surety shall be acceptable to the Secretary.

The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

8.5 Contract Execution and Administrative Submittal Authorization

Execution of the Design-Build Contract will be performed in accordance with the RFP Documents.

Upon satisfactory execution of the Design-Build Contract, the Successful Bidder will become the Design-Builder. The Design-Builder, following the Design-Build Contract Execution, is entitled to submit an invoice in the amount of \$60,000 to VTrans for a Project Initiation Work Package. The invoice will be paid in full, within thirty (30) days after receipt of invoice. This Work Package must be identified as “Project Initiation” in the Work Breakdown Structure and the amount must be included in the Lump Sum Price Proposal; it is not an extra payment to the Price Proposal amount.

Upon satisfactory Design-Build Contract Execution, the Design-Builder will receive an Administrative Submittal Authorization from VTrans to begin preparation and submission of the Administrative Submittals. The Design-Builder will not be authorized to work on any Work Package, except those identified in RFP Part 2 Section 5.0, prior to receiving the Authorization to Design and Construct as described in Section 8.6.

8.6 Early Work Packages

Notwithstanding the requirements of section 8.5 above, VTrans will allow the Design-Builder to submit select early Work Packages to allow for advancement of select areas of the project.

For the early Work Packages identified below, VTrans will allow submission for review and comment following the Contract Notice to Proceed and Prior to the Authorization to Design and Construct. VTrans will review and provide comments back to the Design-Builder, however no Work Package will be Released for Construction until all Administrative Submittals are approved and the Authorization to Design and Construct is issued to the Design-Builder.

Allowable early Work Packages are as follows:

- 30% Project Design (only if the 30% design is a single Work Package)

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

- Temporary Traffic Control Plans / Median Crossovers
- Site Access Roads and Staging Areas (including field offices)
- Bridge Demolition
- Pier Foundations
- Pier Footings
- Pier Stems

8.7 Authorization to Design and Construct

Upon satisfactory submission and VTrans approval of the Administrative Submittals, the Design-Build Team will be issued Authorization to Design and Construct for all Project functions, including field and construction related activities. Refer to RFP Part 2 for additional information on Administrative Submittals.

9.0 RIGHTS AND OBLIGATIONS OF VTRANS

9.1 Reservation of Rights

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

9.1.1 The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VTrans of the Design-Build Contract, without incurring any obligations or liabilities.

9.1.2 The right to issue a new RFP.

9.1.3 The right to reject any and all submittals, responses and proposals received at any time.

9.1.4 The right to modify all dates set or projected in this RFP.

9.1.5 The right to terminate evaluations of proposals at any time.

9.1.6 The right to suspend and terminate the procurement process for the Project, at any time.

9.1.7 The right to revise and modify, at any time prior to the Proposal Submittal Date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.

9.1.8 The right to issue Changes to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.

9.1.9 The right to hold meetings and conduct discussions and correspondence with one or more of the Bidders responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

9.1.10 The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Bidders.

9.1.11 The right to permit Bidders to add or delete firms and/or key personnel.

9.1.12 The right to add or delete Bidder responsibilities from the information contained in this RFP.

9.1.13 The right to allow revisions to the Technical Proposal for the purpose of curing curable defects.

9.1.14 The right to appoint and change appointees of the Evaluation Team.

9.1.15 The right to use assistance of outside technical and legal experts in the evaluation process.

9.1.16 The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or revisions to a Proposal.

9.1.17 The right to disqualify any Bidder that changes its submittal without VTrans approval.

9.1.18 The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.

9.1.19 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.

9.1.20 The right to use all or part of an unsuccessful Bidder's Proposal that accepts a Proposal Payment.

9.1.21 The right to hold discussions and request revisions to the allocation of prices identified for specific portions of the work depicted within the Schedule of Payments.

9.1.22 The right to disqualify and/or cease discussions with a Bidder if VTrans, in its sole discretion, determines that the Bidder's Price Proposal contains unbalanced pricing among the specific portions of work identified therein.

9.2 No Assumption of Liability

9.2.1 Except for such amounts as may be paid through the initial payment set forth in Section 8.5 above and the Proposal Payment set forth in Section 9.3 below, VTrans assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

responding to this RFP. All such costs shall be borne solely by each Bidder and its team members.

9.2.2 Except as stated in Section 9.3 below, in no event shall VTrans be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and substance satisfactory to VTrans, has been executed and authorized by VTrans and, then, only to the extent set forth therein.

9.3 Proposal Payment

9.3.1 Notwithstanding Section 9.2 above, after Proposals have been received by VTrans and deemed responsive all unsuccessful but responsive Bidders will be offered a Proposal Payment in the amount of \$60,000.

The Proposal Payment will be made within forty-five (45) days after the Design-Build Contract has been fully executed or, if applicable, the decision by VTrans to cancel the procurement or to not award a Design-Build Contract.

Payment to a Bidder of the Proposal Payment is expressly conditioned upon such Bidder submitting a responsive Proposal, **receiving a minimum Technical Proposal Evaluation Score of 50 points or greater and within 150% of the lowest Price Proposal**, and returning an executed Standard Contract for Proposal Payment to VTrans, in the form set forth in Attachment 9.3.1, upon receiving the completed form from VTrans. The Bidder shall also be fully compliant with the conditions established in the Standard Contract for Proposal Payment to be eligible for receiving the Proposal Payment. VTrans has the sole discretion to determine whether any Proposal is responsive for purposes of the Proposal Payment.

In consideration for receiving the Proposal Payment, an unsuccessful Bidder shall:

- (1) Acknowledge that VTrans reserves the right to use any ideas or information contained in their Proposal and SOQ in any Contract awarded for the Project, or in a future procurement, without any obligation to pay any additional compensation to the unsuccessful Bidder.
- (2) Provide VTrans a release from any liability, damage, claim, or protest made by the Bidder relative to the procurement of this Project.

Prior to the Proposal submission date, if the Design-Build procurement process is terminated by VTrans for any reason, the State of Vermont, the Secretary of Transportation, or VTrans shall not be responsible for any Proposal Payments, partial or in full, for any costs incurred by the Bidders in developing Proposals.

9.3.2 If an unsuccessful Bidder elects to waive the Proposal Payment, it will expressly do so by executing the Waiver of Proposal Payment in the form set forth in Attachment 9.3.2 submitted as part of its Proposal. In such case, VTrans agrees that it will not utilize any proprietary materials

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

or documents contained in that Bidder's Proposal should the Bidder not be awarded the Design-Build Contract.

10.0 PROTESTS

10.1 General

This Section sets forth the exclusive protest remedies available with respect to the RFP and the procurement process. Each Bidder, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in the RFP expressly in consideration of such waiver and agreement by the Bidders.

Each unsuccessful Bidder that accepts the Proposal Payment agrees not to protest the Agency's RFP or the procurement process, including execution of the Design-Build Contract. An unsuccessful Bidder that protests the RFP or the procurement process, including execution of the Design-Build Contract, will not be entitled to receive the Proposal Payment. The Secretary may, in his/her sole discretion, determine to pay the Proposal Payment to an unsuccessful bidder that files a protest. If a protest is filed pursuant to this Section, the Agency will not pay the Proposal Payment to the unsuccessful Bidder or share the unsuccessful Bidder's ideas until the protest has been resolved.

10.2 Written Protests Only

All protests must be in writing and must be submitted to VTrans POC.

Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered. Protests regarding the RFP or the procurement process shall be filed only after the Bidder has informally discussed the nature and basis of the protest with the VTrans POC in an effort to remove the grounds for protest.

The Agency may, in its sole discretion, discuss the protest with the protestor. No hearing need be held on the protest, and it may be decided on the basis of the written submissions by the Bidder and the Agency.

10.3 Distribution of Protest

VTrans may distribute copies of the protest to the other Bidders.

10.4 Protest Contents

At a minimum, all protests must include the following:

- A. The name, telephone number, and address of the Bidder;

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

- B. The specific legal and/or factual errors that the Bidder alleges were made by the Agency in determining that the Bidder was unsuccessful;
- C. The specific relief sought;
- D. A request to submit additional written evidence and arguments, (if desired); and
- E. A designation of counsel or any other party that will be representing the parties in the protest (if any).

The Agency has the sole discretion to decide whether to postpone the Proposal Due Date, Notice of Intent to Award, or Contract Execution as a result of the filing of a protest by an unsuccessful Bidder.

10.5 Protest Regarding RFP

Protests regarding the RFP or the procurement process shall be filed not later than ten (10) working days after the Protestor knows or should have known of the facts giving rise to the protest, but in no event later than the Proposal Due Date, unless the Protestor did not know and should not have known of the facts giving rise to the protest prior to the Proposal Due Date.

The failure of a Bidder to file a protest to the RFP or the procurement process within the applicable period shall constitute an unconditional waiver of the right to protest the terms of the RFP or the procurement process and shall preclude consideration of that ground in any protest of qualification of a Bidder unless such ground was not and could not have been known to the Bidder in time to protest prior to the final date for such protests.

10.6 Protest Prior to Contract Execution

When a protest or any subsequent appeal has been timely filed prior to contract execution, the Agency will decide, in its sole discretion, whether or not to delay execution of the Contract until after the resolution of the protest or appeal, unless otherwise provided for by law.

10.7 Protest Regarding Contract Execution

Protests must be filed no later than five (5) working days following the issuance of the Notice of Intent to Award the Contract.

Failure to file a protest within the applicable period shall constitute an unconditional waiver of the right to file a protest.

10.8 Determination of Protest

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Secretary of Transportation or his/her designee in his/her sole discretion, may decide to permit a hearing or argument if the Secretary determines that such hearing or argument is

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

necessary for the protection of the public interest. The Secretary of Transportation or his/her designee shall issue a written decision regarding the protest within ten (10) working days after VTrans receives the detailed statement of protest.

If the Secretary of Transportation or his/her designee concludes that the Bidder submitting the protest has established a basis for protest, the Secretary of Transportation or his/her designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, delay of the RFP, issuing a new RFP or taking other appropriate actions.

A decision made by the Secretary or his/her designee shall be final.

11.0 MISCELLANEOUS

11.1 Changes to Bidder's Organization

The Bidder or the Design-Builder shall not change Key Personnel identified in the SOQ without the prior written consent of VTrans. The Design-Builder shall be aware that VTrans has relied upon the Bidder's identification of such persons in the selection of the Short-listed Bidders, and also in the selection of the Successful Bidder.

The team proposed by the Bidder, including but not limited to the lead contractor, the lead designer, Key Personnel, and other individuals identified pursuant to the Request for Qualifications, or as subsequently approved by the Agency, shall remain on the Bidder's team for the duration of the procurement process and, if the Bidder is awarded a Design-Build Contract, the duration of the contract.

If extraordinary circumstances require a change to any Key Personnel identified in its SOQ, or as subsequently approved by the Agency, the Design-Builder shall notify VTrans in writing of the proposed changes. The Design-Builder must submit equivalent information as required by the Request for Qualifications and any supplemental information requested by VTrans. It is the responsibility of the Design-Builder to demonstrate that the qualifications of the proposed replacement personnel are equal to or better than that of the originally proposed person by providing a comparison of the persons. VTrans will evaluate all proposed changes to Key Personnel and the comparison and, in its sole discretion, will determine whether to authorize replacement personnel.

If Key Personnel are proposed to be changed prior to submitting the Technical Proposal, the Bidder must submit and have the Key Personnel replacement approved by VTrans or the proposal may not be accepted. Changes to Key Personnel will not be justification for delaying submission of the Technical Proposal.

If Key Personnel are proposed to be changed prior to the award the Design-Build Contract, the Key Personnel replacement must be approved by VTrans before award of the contract.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

If Key Personnel are proposed to be changed following the award of the Design-Build Contract, the Design-Builder shall notify the VTrans Resident Engineer in writing of the proposed changes and shall include supporting information as outlined above. The Design-Builder must notify VTrans of any change in Key Personnel as soon as possible. Failure to give notification of Key Personnel changes will be considered a breach of contract. If Key Personnel are proposed to be changed following the award of the Design-Build Contract, progress payments will stop until acceptable Key Personnel replacements are approved by VTrans. Substitute Key Personnel shall not work on the project without the approval of VTrans.

11.2 Maintenance of Project Team

It is imperative that the Key Personnel identified during the Procurement period remain intact for the duration of the Project. The Agency has allocated a one-time bonus of \$50,000 to be paid in addition to the Lump Sum payment to the Design-Builder. The payment will be made upon achievement of Project Substantial Completion for maintenance of the Design-Build Project Manager, Design Manager, Construction Manager, Public Relations Officer and Environmental Commitments Officer from the organizational chart to the Project Substantial Completion date. This bonus will be forfeited if:

- Any of these individuals for any reason are unavailable for a period of more than two weeks.
- Any of these individuals are removed for non-performance.
- Any of these individuals are absent from Project Collaboration Meetings unless their absence is excused in writing by the Resident Engineer prior to the meeting.

11.3 Civil Rights and Labor Compliance

The bidder shall comply with the applicable provisions of Title IV of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375. The bidder shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulation 49 CFR Part 21 through and including Appendix C. Accordingly, all subcontracts shall include reference to the above.

DBE Obligation: The State and its Bidder(s) agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The State and its Bidders shall not discriminate on the basis of race, color, sex, national origin, physical disability or veteran status in the award and performance of USDOT assisted contracts.

U.S. Department of Labor Davis-Bacon wage rates are applicable to construction work performed under this contract. The Davis-Bacon wage rates can be found on the VTrans Labor Compliance website at the following link: <http://vtranscivilrights.vermont.gov/>

Bidders should note that the US Department of Labor (USDOL) has determined that certain demolition of steel bridge work activities fall under the category of iron workers. Please contact the local USDOL Office for further clarification.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

11.4 Trainee and Apprenticeship Participation

The contract for this Project shall require participation in VTrans On-The-Job Training (OJT) Program. The OJT trainee goal is 1560 hours for the project.

11.5 Escrowed Proposal Documents

11.5.1 Scope

Pursuant to Section 11.5.5 below, each Bidder shall submit to the VTrans POC five business days following the Price Proposal Submission Date, one copy of all documentary information generated in preparation of its Price Proposal. This material is hereinafter referred to as Escrow Proposal Documents (“EPDs”).

The EPDs will be held in a secure location at the VTrans National Life Office until the successful Bidder is determined. The EPDs of the Successful Bidder will be transferred to and then held in escrow at a banking institution specified in Section 11.5.6 below. EPDs of all other Bidders will be returned to the Bidders following the execution of the Design-Build Contract.

11.5.2 Ownership

11.5.2.1 The EPDs are, and shall always remain, the property of the Bidder, subject to joint review by VTrans and the Bidder, as provided herein.

11.5.2.2 VTrans stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VTrans’ express understanding that the information contained in the EPDs is not known outside Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's possession, is extremely valuable to Bidder and could be extremely valuable to Bidder's competitors by virtue of its reflecting Bidder's contemplated techniques of design and construction. VTrans further acknowledges that Bidder expended substantial sums of money in developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VTrans further acknowledges that the EPDs and the information contained therein are made available to VTrans only because such action is an express prerequisite to execution of Contract. VTrans further acknowledges that the EPDs include a compilation of the information used in Bidder's business, intended to give Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

11.5.3 Purpose

EPDs may be used by VTrans and the Design-Builder to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims. EPDs cannot be used to justify errors or omissions in the Bidder’s Price Proposal. They will not be used for pre-

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

contract evaluation of the Bidder's anticipated methods of construction or to assess the Bidder's qualifications for performing the Work or the prices submitted.

11.5.4 Format and Content

11.5.4.1 Bidders may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.4 to cause the Bidder extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.

11.5.4.2 It is required that the EPDs clearly itemize the estimated costs of performing the work for each Work Package. Cost items of each Work Package shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Bidder to arrive at the prices contained in the Proposal. Estimated costs shall be broken down for each Work Package into estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Indirect costs, bond rates and calculations, insurance costs and financing shall be detailed. The Bidder's allocation of indirect costs, contingencies, and mark-up shall be identified.

11.5.4.3 All costs shall be identified. For Work Packages amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

11.5.4.4 RFP Documents provided by VTrans should not be included in the EPDs unless needed to comply with the requirements of this section.

11.5.5 Submittal

11.5.5.1 The EPDs shall be bound into single or multiple volumes and each page shall be folded to no larger than 8 ½" x 11". Each volume shall have a front cover identifying the Project, Bidder, and Volume Number. **Ring binders are not permissible.**

11.5.5.2 The EPDs shall be submitted in a sealed container(s), which container shall be clearly marked on the outside with the Bidder's name, date of submittal, Project name, and the words "Escrow Proposal Documents." The container(s) shall be no larger than 9" high x 15" wide x 15" long.

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

11.5.5.3 Upon execution of the Contract, EPDs of the Successful Bidder will be transferred to the banking institution referenced in Section 11.5.6. Each Bidder shall submit a signed Escrow Proposal Documents Affidavit and Checklist indicating all documents contained in the EPD Submittal, see Attachment 11.5.5.3.

11.5.5.4 If the submittal of the Escrow Proposal Documents Affidavit and Checklist reveals that all the documents required by this Section have not been included in the original submittal, additional documentation may be required, at VTrans' discretion, prior to Contract Execution.

11.5.5.5 If the Design-Build Contract is not executed with the Successful Bidder, the EPDs of the next Bidder to be considered for contract execution shall be processed as described above.

11.5.5.6 If any Bidder's Proposal is based upon subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds ten percent (10%) of the Project total price proposed by the Bidder, shall provide separate Escrow Documents to be included with those of the Bidder. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Bidder.

11.5.5.7 If the Bidder wishes to subcontract any portion of the work after execution of the Contract, VTrans retains the right to require the Bidder to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.5.6 Storage

The Successful Bidder's EPDs shall be stored by VTrans at Northfield Savings Bank at the following address:

Northfield Savings Bank
289 North Main Street
P.O. Box 371
Barre, Vermont 05641

11.5.7 Examination

11.5.7.1 The EPDs will be jointly examined by VTrans and the Bidder, at any time deemed necessary by VTrans.

11.5.7.2 VTrans may delegate review of EPDs to members of VTrans' staff or its designated representatives. No other person shall have access to the EPDs. The foregoing notwithstanding, the EPDs and information contained therein may be used in the resolution of any claim or dispute.

11.5.7.3 Access to the documents will take place in the presence of duly designated representatives of both VTrans and the Bidder, except that, if the Bidder refuses to be present or to cooperate in any other way in the review of the documents, VTrans may upon notice to the Bidder, review such documents without the Bidder being present.

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

11.5.8 Final Disposition and Return of EPDs

11.5.8.1 The EPDs of the unsuccessful Bidders will be returned after the Design-Build Contract has been executed and delivered, after VTrans rejects all of the Proposals or after VTrans terminates its procurement.

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

11.6 Conflict of Interest

11.6.1 Each Bidder shall require its proposed team members to identify potential conflicts of interest of a real or perceived competitive advantage relative to this procurement. Bidders are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or VTrans' Design-Build program may present a potential for or appearance of, a conflict of interest or competitive advantage. If at any time during the selection process a potential for or appearance of, a conflict of interest or competitive advantage is identified, the Bidder shall submit in writing via email the pertinent information to VTrans' POC within 24 hours of identification.

11.6.2 VTrans, 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-Builder member for the Project. Failure to abide by VTrans' determination in this matter may result in a Proposal being declared non-responsive.

11.6.3 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:

11.6.3.1 An organization or individual hired by VTrans to provide assistance in development of instructions to Bidders or evaluation criteria for the Project.

11.6.3.2 An organization or individual with a present or former contract with VTrans 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 Bidders in a timely manner prior to the procurement process.

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

11.6.5 VTrans 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

VTrans Design-Build - Request for Proposals

Part 1 – Instructions for Bidders

product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Vermont law, the Bidder will be given the opportunity to waive this protection from disclosure. If Bidder elects not to disclose, Bidder may be determined to have a conflict of interest or competitive advantage.

11.7 Vermont Access to Public Records Act

11.7.1 All Proposals submitted to VTrans become the property of VTrans and are subject to the disclosure requirements of the Vermont Access to Public Records Act (1 V.S.A. § 315 - 320) (“Act”) including any and all related costs that may be charged and collected relevant to a request under the Act. Bidders are advised to familiarize themselves with the Act and to take appropriate action to minimize the risk that documents identified as confidential will be inadvertently subject to disclosure under the Freedom of Information Act (FOIA). In no event shall the State, the Secretary, or VTrans be liable to a Bidder for the disclosure of all or a portion of a Proposal submitted to VTrans.

11.7.2 If a responding Bidder has special concerns about information which it desires to make available to VTrans but which the Bidder intends to claim is exempt under the Act, the Bidder should specifically and conspicuously designate such information in its Proposal and provide in writing the basis for the purported exemption. Any such request should be directed to the VTrans POC. The written request shall:

11.7.2.1 Invoke such exemption upon the submission of the materials for which protection is sought.

11.7.2.2 Identify the specific data or other materials for which the protection is sought.

11.7.2.3 State the reasons why the protection is necessary.

11.7.3 Blanket designations that do not identify the specific information shall not be acceptable and VTrans may therefore determine not to review the material and to simply treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VTrans by applicable law, including but not limited to the Act in particular, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

11.7.4 In the event VTrans receives a request for public disclosure of all or any portion of a Proposal identified as confidential in conformance with this Section, VTrans will make its own determination as to whether or not it considers the requested materials to fall within an exemption to the Act. In the event VTrans determines that such materials do not fall within an exemption under the Act, it will make reasonable efforts to provide the Bidder advance notice of its intent to disclose such materials. **Under no circumstances will VTrans incur any liability whatsoever for failing to provide such advance notice or for disclosing information designated confidential in any proposal.** Notwithstanding the foregoing, in the event a Bidder is determined to be eligible for, and accepts, a Proposal Payment pursuant to Section 9.3 herein,

VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders

Bidder relinquishes any and all rights to, and expectation of, confidentiality of documents and exemption from disclosure of information.

12.0 ATTACHMENTS

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

ATTACHMENT 5.1.2.3.2 -- ATC RULES ACKNOWLEDGEMENT
ATTACHMENT 5.1.3 -- ACKNOWLEDGEMENT OF RFP CHANGE
ATTACHMENT 5.4 -- ELECTRONIC BID BOND
ATTACHMENT 9.3.1 -- STANDARD CONTRACT FOR PROPOSAL PAYMENT
ATTACHMENT 9.3.2 -- WAIVER OF PROPOSAL PAYMENT
ATTACHMENT 11.5.5.3 -- ESCROW AFFIDAVIT AND CHECKLIST

END OF PART 1
INSTRUCTIONS FOR BIDDERS

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

ATTACHMENT 5.1.2.3.2

ATC RULES ACKNOWLEDGEMENT

DB Team_____

I hereby certify that I fully understand all of the activities relating to the ATC process as detailed in RFP Part 1, Section 5.1.1 and will abide by such rules.

Name_____	Title_____	Date_____
-----------	------------	-----------

Name_____	Title_____	Date_____
-----------	------------	-----------

Name_____	Title_____	Date_____
-----------	------------	-----------

Name_____	Title_____	Date_____
-----------	------------	-----------

Name_____	Title_____	Date_____
-----------	------------	-----------

**VTrans Design-Build - Request for Proposals
Part 1 – Instructions for Bidders**

ATTACHMENT 5.1.3

STATE OF VERMONT - AGENCY OF TRANSPORTATION

ACKNOWLEDGEMENT OF RFP CHANGES

Acknowledgement shall be made of receipt of any and all changes pertaining to the above designated project which are issued by VTrans prior to the opening date of Price Proposals as shown in the RFP herein. Failure to include this acknowledgement in the Proposals may result in the rejection of your Proposal.

By signing this form, the Bidder acknowledges receipt of the RFP Changes to the RFP and/or plans for the above designated Project which were issued by Notification(s) dated as indicated below (Dates indicated are posting dates to the VTrans Design-Build Website):

1. Notification of _____
(Date)
2. Notification of _____
(Date)
3. Notification of _____
(Date)
4. Notification of _____
(Date)
5. Notification of _____
(Date)
6. Notification of _____
(Date)
7. Notification of _____
(Date)
8. Notification of _____
(Date)

SIGNATURE

DATE

ATTACHMENT5.4

Project: ROCKINGHAM IM 091-1(66)

-----ELECTRONIC BID BOND SECTION-----

An electronic bid bond for the above designated project shall be filed by the Bidder with the Bid by providing an electronic bid bond authorization code and signing below, the Principal is ensuring an electronic bid bond has been executed by a Surety and the Principal and Surety are firmly bound unto the Local Agency under the conditions of the bid bond as provided in the project contract specifications.

Electronic Bid Bond ID No.

Company/Bidder Name ("Principal")Signature and TitleDate

VTrans Design-Build - Request for Proposals

ATTACHMENT 9.3.1

STATE OF VERMONT

STANDARD CONTRACT FOR PROPOSAL PAYMENT

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Transportation (hereafter called “State”), and _____ with its principal place of business at _____ (hereafter called “Bidder”). The Bidder’s form of business organization is a _____. It is the Bidder’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Bidder is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of the proposal already submitted by the bidder in response to a Request for Proposals (RFP) for the Interstate 91 Bridge Replacement Project, Rockingham IM 091-1(66). The Bidder has already provided and/or furnished to VTrans, and may continue to provide and/or furnish to VTrans, certain intellectual property, including but not limited to information and ideas: (a) conveyed verbally and in writing relevant to the Alternative Technical Concepts (ATC) process as described in Section 5.1.1 of the RFP; and (b) contained in, related to or associated with Bidder’s proposal, including but not limited to written correspondence, designs, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively “Bidder’s Intellectual Property”).

- a) **VTrans’ Rights in Bidder’s Intellectual Property.** Bidder hereby conveys to VTrans all rights, title and interest in Bidder’s Intellectual Property, which includes without restriction or limitation, the right of VTrans, and anyone contracting with VTrans, to incorporate any ideas or information from Owner’s Intellectual Property into: (a) the Design-Build Contract and the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by VTrans. In receiving all rights, title and interest in Bidder’s Intellectual Property, VTrans is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in (continued)

VTrans Design-Build - Request for Proposals

Bidder's Intellectual Property, and Bidder agrees that it shall, at the request of VTrans, execute all papers and perform all other acts that may be necessary to ensure that VTrans' rights, title and interest in Bidder's Intellectual Property are protected. The rights conferred herein to VTrans include, without limitation, VTrans' ability to use Bidder's Intellectual Property without the obligation to notify or seek permission from Bidder

- b) **Exclusions from Bidder's Intellectual Property.** Notwithstanding Section a) above, it is understood and agreed that Bidder's Intellectual Property is not intended to include, and Bidder does not convey any rights to, the Escrow Proposal Documents submitted by Bidder in accordance with the RFP.

3. **Maximum Amount.** In consideration of the services to be performed by the Bidder, the State agrees to pay the Bidder, in accordance with the payment provisions specified in Attachment B, a sum not to exceed Sixty Thousand Dollars (\$60,000.00).

4. **Contract Term.** The period of the Bidder's performance shall begin on _____, 201____ and end on 45 days from _____, 201____.
Contract Execution Date
45 days after Contract Execution Date

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Bidder.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least 15 days in advance.

VTrans Design-Build - Request for Proposals

8. **Attachments.** This contract consists of ____ pages including the following attachments which are incorporated herein:

Attachment A – Payment Provisions

Attachment B – Standard State Provisions for Contracts and Grants dated January 10, 2011

By signing this contract, the Bidder provides VTrans a release from any liability, damage, claim, or protest made by the Bidder relative to the procurement of this Project.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont, Agency of Transportation:

Date: _____

Signature: _____

Name: _____

Title: Secretary Of Transportation

By _____ :

Bidder

Date: _____

Signature: _____

Name: _____

Title: _____

This form will be populated by VTrans and transmitted to each Unsuccessful Bidder for execution following the Execution of the Design-Build Contract.

VTrans Design-Build - Request for Proposals

ATTACHMENT 9.3.1 – Attachment A PAYMENT PROVISIONS

The State shall pay the Bidder as follows:

- A. ***Firm Fixed Price.*** The State agrees to pay the Bidder and the Bidder agrees to accept as full compensation for the performance of all services and expenses encompassed under this contract the firm fixed price of Sixty Thousand Dollars (\$60,000.00).
- B. ***Expenses.*** The State shall not be responsible for expenses of the Bidder.
- C. ***Maximum Limiting Amount.*** The total amount to be paid to the Bidder for all services shall not exceed a maximum limiting amount of Sixty Thousand Dollars (\$60,000.00).

The parties acknowledge that federal funds may participate in the cost of the services described in this Agreement. Accordingly, the provisions of Title 23, United States Code; and 49 Code of Federal Regulations, Part 18, are incorporated herein by reference in the same proportion as federal funds expended on the above-captioned project.

VTrans Design-Build - Request for Proposals

ATTACHMENT 9.3.2

WAIVER OF PROPOSAL PAYMENT

THIS WAIVER OF PROPOSAL PAYMENT (“Waiver”) is executed this ____ day of _____, 20__ by _____ (“Bidder”).

WITNESSETH:

WHEREAS, Bidder is one of the entities who was prequalified pursuant to VTrans’ Project Specific Prequalification Solicitation and was invited to submit proposals in response to a Request for Proposals (RFP) for Interstate 91 (I91) Bridge Replacement Project, Rockingham IM 091-1(66), under a design-build contract with VTrans (Design-Build Contract); and

WHEREAS, Bidder, as part of the procurement process for the Project, has already provided and/or furnished to VTrans, and may continue to provide and/or furnish to VTrans, certain intellectual property, including but not limited to information and ideas: (a) conveyed verbally and in writing during proprietary meetings or interviews; and (b) contained in, related to or associated with Bidder’s proposal, including but not limited to written correspondence, designs, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively “Bidder’s Intellectual Property”); and

WHEREAS, VTrans is willing to provide a payment to Bidder (Proposal Payment), in accordance with the Proposal Payment Agreement attached to the RFP, to obtain certain rights in Bidder’s Intellectual Property; and

WHEREAS, Bidder has elected: (a) not to execute the Proposal Payment Agreement; and (b) to waive its rights to receive the Proposal Payment; and

WHEREAS, Bidder has expressed its election to waive its rights of receive the Proposal Payment by executing this Waiver and submitting this Waiver as part of Bidder’s Proposal.

NOW, THEREFORE, based on the above, the undersigned, representing himself/herself as an authorized representative of Bidder, does hereby forever waive and release, on behalf of Bidder and any person or entity claiming by or through Bidder, any right to receive a Proposal Payment, and furthermore waives and releases any other right that it may have to recover the costs associated in the development of Bidder’s Intellectual Property.

[Insert Bidder's Name]

By: _____

Name: _____

Title: _____

VTrans Design-Build - Request for Proposals

ATTACHMENT 11.5.5.3

ESCROW AFFIDAVIT AND CHECKLIST

STATE OF VERMONT
AGENCY OF TRANSPORTATION
ESCROW PROPOSAL DOCUMENTS AFFIDAVIT

Project: Rockingham IM 091-1(66) (Design-Build)

I, _____,
representing _____ (Official Authorized to Sign Contracts)

_____ of _____
, (Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify, on behalf of the Design-Build team achieving the highest best-value score pursuant to criteria set forth in the Request for Proposal (RFP) for the subject project, under the penalties of perjury; that:

1. I have examined the Escrow Proposal Documents (the Proposal Documents) submitted in accordance with Section 11.5 of the Request for Proposals (RFP) for the subject project; and
2. The attached list, attached hereto as Exhibit A and made a part of this Affidavit by reference, includes all of the documents contained in the sealed packet of Escrow Proposal Documents; and
3. The sealed packet contains all of the documents used by the Design Builder to prepare its Price Proposal; and
4. Including a document within the sealed packet is a condition precedent to the use of any document in the context of any contract dispute between the Design Builder and VTrans and /or its representatives; and

Sworn to before me this _____

_____ day of _____, 20____

(Name of Design-Builder) L.S.

(Signature of Official Authorized to Sign Contracts) L.S.

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

VTrans Design-Build - Request for Proposals

Escrow Proposal Documents
Review Checklist

Rockingham IM 091-1(66)
Design Build Project

	Submitted In Sealed Container with Bidder's Name, Date of Submittal, Project Name, and the Words " Escrow Proposal Documents ".
	Submitted in the language and units of the specification. (English).
	Cost estimating format and information is clearly presented and ascertainable.
	Costs of performing the work contained in the Bidder's Work Packages are clearly itemized.
	Costs are separated into sub-items as necessary to allow for detailed review.
<u>Costs are Inclusive of the following:</u>	
	Itemized design professional and consultant costs.
	Itemized construction costs.
	Itemized Construction QC costs.
	Quantity and Material Calculations (Quantity Takeoffs).
	Memos, narratives, and sketches showing site layout and equipment.
	For items less than \$10,000, estimated unit costs are provided inclusive of labor, equipment, materials, subcontractors, overhead costs, contingencies and profit.
<u>Items greater than \$10,000, costs are broken down into categories:</u>	
	Labor rates.
	Equipment costs.
	Material costs.
	Subcontractor costs.
	Indirect costs.
	Bond rates.
	Insurance costs.
	Financing costs.