

REQUEST FOR LETTER OF INTEREST Design-Build

Burlington-Winooski BF RAIZ(2)
&
Burlington STP 5000(29)

Request for Letter of Interest (RLOI) Schedule	Deadlines
RLOI Issue Date	11/21/2025
Deadline to Submit Questions	12/19/2025
VTrans Response to Questions	1/16/2026
Letter of Interest (LOI) Due	2/27/2026 11:00am EST
VTrans Notifies of Responsiveness	3/13/2026
Deadline to Cure Responsiveness Issues	3/20/2026
Notification of Shortlist	4/30/2026

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDA ASSOCIATED WITH THIS REQUEST FOR LETTER OF INTEREST (RLOI) WILL BE POSTED AT:

<https://vtrans.vermont.gov/contract-admin/bids-requests/design-build>

The State will make no attempt to contact Interested Parties with updated information. It is the responsibility of each Party to periodically check the above webpage for any and all notifications, releases, and addendums associated with this RLOI.

The Point of Contact (POC) for VTrans is the sole individual authorized to discuss this Project and the RLOI, and will only communicate with the Authorized Representative of the Party. *All communications with VTrans' POC regarding this Project must be in writing via email.* To be considered official, the subject line of any email must begin with the Project Name and Number: Burlington-Winooski BF RAIZ(2) & Burlington STP 5000(29).

VTRANS POINT OF CONTACT (POC): Angie Farrington
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VTrans Mission and Vision

Through excellent customer service, provide for the safe and efficient movement of people and goods in a socially, economically, and environmentally sustainable manner. A safe, reliable, and environmentally sustainable multimodal transportation system that grows the economy, is affordable to use and operate, and serves vulnerable populations.

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I. INTRODUCTION:

The Vermont Agency of Transportation (VTrans), on behalf of the Cities of Burlington and Winooski, is requesting Letter of Interest (LOI) submissions from entities (Interested Parties) interested in becoming shortlisted to participate in the Design-Build Request for Proposal (RFP) Process for the Burlington-Winooski BF RAIZ(2) & Burlington STP 5000(29) projects, and related ancillary projects identified in Section II. Only those Interested Parties who have become shortlisted will be eligible to submit a proposal in response to the RFP.

The project related information contained in this document is not exhaustive and is intended to convey general project context and intent. VTrans reserves the right, without incurring any liability, to modify the project scope, the project timeline, the Project Goals, and/or terminate the project prior to, and during, and after issuance of the Request for Proposals (RFP) in any manner and for any reason VTrans deems it necessary.

Each Interested Party is responsible for promptly providing VTrans' POC written notice of:

1. All conflicts, errors, ambiguities, or discrepancies that the Interested Party discovers in this VTrans RLOI documents;
2. Aspects of this VTrans RLOI documents that the Interested Party does not understand.

Bidders are directed to the VTrans Design-Build – Resources web site for additional information regarding VTrans' Design-Build Program:

<https://vtrans.vermont.gov/contract-admin/resources/design-build>

Please be advised that VTrans will NOT provide stipends for successful or unsuccessful submissions of Letters of Interest. However, VTrans does plan to offer a stipend of \$500,000 to each unsuccessful, short-listed Bidder who submits a responsive Proposal to the RFP. Further details about the stipend will be included in the RFP.

II. PROJECT INFORMATION:

1. **Project Description:** This overall Design Build Project includes a compilation of the following individual projects with respective descriptions, and which the successful Bidder will be responsible to complete:
 - a. Burlington-Winooski BF RAIZ(2) – Replacement of Bridge 150 carrying U.S. Route 2 and 7 over the Winooski River, with associated approach and channel work.
 - b. Burlington STP 5000(29) – Improvements to the intersection immediately south of the Burlington-Winooski Bridge in Burlington involving Riverside Avenue, Colchester Avenue, Mill Street, and Barrett Street.
 - c. Winooski NH 5100(16) – Relocation of Green Mountain Power transmission lines from the Burlington-Winooski Bridge and along the Winooski River to beneath West Canal Street in Winooski.
 - d. Winooski NH 5100(17) – Reconfiguration of travel lanes along East Allen Street at I-89 Exit 15 in Winooski to accommodate two left turn lanes to I-89 southbound.
 - e. Burlington-South Burlington NH 5000(32) – Traffic signal equipment and timing improvements along U.S. Route 2 near I-89 Exit 14.

VTrans has estimated the approximate contract value for this Design-Build project as Category I. Category code list can be found here: [Link](#)

Additional project background, information, and files can be found on the Project's website at the following link: <https://burlingtonwinooskibridge.vtransprojects.vermont.gov/>. Note that the information contained on this website is for informational purposes only.

2. **Project Goals:**

The primary goals of the project are listed below. The list is not exhaustive and is intended to give prospective Bidders information on key aspects of the project.

a. Bridge Replacement Project:

- i. Replace the existing bridge with durable materials and details to result in a low maintenance structure with a 100-year service life.
- ii. Provide an aesthetically pleasing bridge that complements the natural and cultural environment.
- iii. Enhance safety, accessibility, and available width of active transportation facilities.
- iv. Minimize disruptions to the traveling public during construction (vehicular), with emphasis on minimizing disruptions to emergency services.
- v. Maintain uninterrupted bicycle/pedestrian access through the project site and across the river for the entire duration of construction.
- vi. Relocate existing bridge mounted and underground utilities.

b. Intersection Reconfiguration Project:

- i. Reconfigure the existing intersection with a single four-way signalized intersection at Colchester Avenue, Riverside Avenue, and Barrett Street.
- ii. Improve safety and mobility for all users of the intersection.
- iii. Simplify the intersection.
- iv. Enhance the gateway between the two Cities.
- v. Manage traffic congestion.
- vi. Relocate aerial utilities underground.
- vii. Manage stormwater and treat to city and state standards.

3. **Scope of Work:**

The anticipated scope of work to be undertaken by the Design-Builder for this Project will include all design and construction activities necessary to complete the project. A brief description of this anticipated work includes, but is not limited to the following:

a. Design activities:

- i. Preparation of Administrative submittals.
- ii. Conduct additional Project survey as needed for design and construction.
- iii. Perform additional Geotechnical, Ground Water, Utility, or other subsurface investigation(s) as needed.
- iv. Design of permanent transportation facilities including, but not limited to:
 1. Bridge design
 2. Intersection and traffic signal design
 3. Hydraulics analyses
 4. Water distribution, sanitary sewer collection, stormwater drainage, and Erosion Prevention and Sedimentation Control (EPSC) design
 5. Traffic management
 6. Soil management plans for contaminated soils

b. Design of temporary works required by the Design-Builder.

c. Design of landscaping and park restoration.

d. Providing Quality Control and Quality Assurance for Project design.

e. Acquiring all environmental permits or approvals.

f. Conducting additional right-of-way acquisition services if required due to Design-Builder's modification from the Base Technical Concept shown in the RFP or if needed for temporary rights to facilitate the work proposed beyond the temporary rights acquired by VTrans shown on the Base Technical Concept Plans.

- g. Coordinate and complete the design for utility relocations and adjustments, using the preliminary utility relocation routing shown in the Base Technical Concept Plans.
- h. Coordination with directly affected stakeholders, such as emergency services, transit companies, the Winooski One dam, and adjacent property owners and businesses.
- i. Contribute to a robust public outreach effort led by VTrans including, but not limited to, participating in public meetings, providing updates for the project website, distributing content for regular email notifications or project social media, and supporting responses to public inquiries.
- j. Construction Activities:
 - i. Construction, maintenance, and removal of temporary facilities.
 - ii. Performing roadway and bridge construction.
 - iii. Traffic Management, including off-site improvements and detours.
 - iv. Demolition, removal, and disposal of existing structures and other materials.
 - v. Performing landscaping, park construction, and site restoration.
 - vi. Implementing soil management plans.
 - vii. Ground water management as necessary to construct the project.
 - viii. Maintaining utility service / flows throughout construction with minimal disruptions and coordinating and relocating and/or accommodating utility relocations.
 - ix. Providing Quality Control for construction.
 - x. Preconstruction condition documentation of structures adjacent to work areas, and movement and vibration monitoring of sensitive and historical structures adjacent to construction activities.
 - xi. Maintaining compliance with permit conditions; and
 - xii. Providing overall project management, accountability, and overall project safety.

4. **Project Status**

The following provides a current status overview of certain aspects of the Project. This information is preliminary and subject to change.

- a. **Survey:** Base survey files for the project site, including bathymetric survey of the Winooski River, have been developed in accordance with VTrans standards and OpenRoads compatibility.
- b. **Utilities:** VTrans has conducted a subsurface utility exploration to better identify the locations of utilities within the project site. A map indicating the location of test pits is available on the Project website and additional details will be provided to short-listed Bidders. VTrans has also been coordinating with onsite utilities to develop a preliminary utility relocation routing plan for the Base Technical Concept (BTC) to accommodate project construction. This relocation plan will require the Design-Build team to continue coordination efforts with the utility companies and municipalities and finalize the details of the utility relocation that reflect the Design-Builder's proposal and progression of work. A draft of the preliminary utility relocation routing plan is provided within the Draft BTC Plans, available on the Project website. The preliminary utility relocation routing plan, additional utility notification requirements, relocation durations, and other accommodation requirements will be provided with the RFP. VTrans is currently developing Draft Utility Agreements that will be executed once the preliminary utility relocation routing plan is finalized. Supplemental utility agreements may be needed in the future based upon the Design-Builder's proposal and/or final design details.

- c. **Right-of-Way:** Existing Right-of-Way (ROW) has been mapped by VTrans. VTrans, with the Municipalities, is in the process of securing temporary and permanent rights within the project site to support construction. An estimate of the permanent and temporary rights, beyond existing ROW, is provided on aerial imagery on the Project website.
- d. **Environmental:** VTrans is complete with NEPA and will be engaging permitting agencies to understand potential commitments and requirements. Current environmental considerations include:
- i. The Burlington-Winooski Bridge is historic.
 - ii. A portion of the project site is within a historic district and several buildings within the project limits are historic.
 - iii. The project site is adjacent to a dense residential and mixed-use area.
 - iv. Archaeologically sensitive areas are located adjacent to the project.
 - v. Wetlands exist within project limits.
 - vi. The project is located within two MS4 communities.
 - vii. Rare, threatened, and endangered species are located within the project limits.
 - viii. The Woolen Mill property within Winooski holds an active ACT 250 permit.
 - ix. Contaminated soils exist throughout the project site, warranting soil management plans.
 - x. Project reports detailing the above summary are available on the Project website.
- e. **Subsurface Explorations:** Preliminary geotechnical design investigations have been completed, and the results will be provided in the geotechnical data reports. VTrans is currently conducting a second phase of contaminated soils investigation near the project site.
- f. **Public Outreach:** VTrans has engaged the public and key stakeholders through numerous methods to understand project needs, solicit feedback, and keep the public aware of project status. Continued coordination with emergency response, transit authorities, municipal services, and local businesses will occur prior to releasing the RFP. Additionally, VTrans is implementing a Community Liaison to support businesses local to the project site during construction.
5. **Project Schedule:** The estimated Project schedule, following the RLOI process, is as provided in the table below. **Note the milestones and dates are subject to change per the discretion of VTrans.**

Estimated Procurement Schedule	Due Date
Request for Proposal Issued	May – June 2026
Technical and Price Proposal Due	November – December 2026
Price Proposals Opened	January – February 2027
Anticipated Project Start Date	Spring 2027
Estimated Project Completion	Summer 2030

III. LETTER OF INTEREST SUBMITTAL REQUIREMENTS:

This Section describes the requirements that must be satisfied in submitting Letter of Interest (LOI). Failure of any Interested Party to submit their LOI in accordance with the RLOI may result in rejection of its submission.

1. **Annual Prequalification:** The Contractor for each Interested Party is required to achieve Annual Prequalification with VTrans prior to submission of a LOI. The Contractor shall be prequalified for Bridge Construction and shall provide proof of Annual Prequalification with submission of the LOI. For those who wish to achieve Annual Prequalification, please submit the iCX Login Request Form using the [link](#) and complete the Annual Prequalification Questionnaire located in the iCX Web System.
 - a. Please note if the Contractor already has access to the iCX Web System do not submit a log-in request form.
2. By submitting a LOI, the Interested Party represents and warrants that, following review of the RLOI and associated documents, the Interested Party has either resolved or not identified any conflicts, errors, ambiguities, or discrepancies and has no questions concerning the requirements of, or information within, the RLOI.
3. **Delivery Requirements:**
 - a. Interested Parties shall submit their LOI via email to the VTrans POC by the due date and time set forth on the first page of this RLOI. Such submission shall use the subject line "Burlington-Winooski BF RAIZ(2) & Burlington STP 5000(29) LOI submission for (Insert Interested Parties name)". The VTrans POC will respond via email indicating the LOI has been received, this email does not reflect that the LOI submission is considered responsive.
 - i. Please note, there is a file size restriction of 30MB. Due to this, Interested Parties may submit the LOI in multiple emails. Please clearly label the number of submissions both within the file name and within the email subject line.
 - b. Late submissions and/or incomplete submissions may be rejected without opening, consideration, or evaluation. VTrans accepts no responsibility for misdirected or lost submissions.
4. **Disqualification:** The Interested Party will be entirely responsible for any consequences, including disqualification of the submission, that results from Interested Parties failure to follow the instructions in this RLOI. A disqualified submission will be considered non-responsive. The Interested Party is solely responsible to confirm that its submission is received as required. For example:
 - a. The Interested Party shall provide responses to all information requested in the RLOI. Failure to respond or to provide requested information may result in a determination by VTrans, in its sole discretion, that a submission is non-responsive.
 - b. If the Interested Party is notified by the VTrans POC that any of the required information in Section IV: Content of Letter of Interest is missing from its submission or inaccurate, the Interested Party shall submit the requested information to the VTrans POC within five (5) working days of such notification. If the Interested Party fails to meet the requested requirements, then that submission may be deemed non-responsive and disqualified.

5. **Letter of Interest Format Requirements:** The Letter of Interest shall be formatted per the following

Category	Description of Requirements
Page Limits and Size	1. The total page limit for the LOI shall be no more than twelve (12) single sided pages with all pages sequentially numbered. The 12 page limit is inclusive of the introduction letter, the organization and key personnel narrative, the organizational chart, and the past performance and experience sheets. Resumes do not count toward the total page limit, nor do cover pages or section pages provided they do not contain any informational or technical content. Unless otherwise noted, all other pages count toward the total page limit and shall be numbered consecutively. Specific content required for each section is detailed below. 2. All pages shall include page number references in the lower right-hand corner. The page numbers may be located within the page margins. 3. All pages, with the exception of the Organizational Chart, shall be prepared on 8.5" x 11" page size. 4. The Organizational Chart may be prepared on 8.5" x 11" or 11" x 17" page size.
Font	1. Font shall be 12-point minimum, with a minimum of single line spacing, and minimum margins of ¾". Fonts used on any Exhibits or other graphical information may be smaller than 12-point, provided the font is legible.
Sections	1. The LOI shall be partitioned with section pages corresponding to the order set forth in Section IV. Section sheets shall only identify the Section Title and shall not contain informational or technical content; otherwise, they will be counted against the total page limit.
Other	1. Blank pages that have been identified with the text "This Page Left Intentionally Blank" and have not been assigned a page number will not count toward the total page limit. 2. The LOI shall be organized and contained in one pdf file. If the file size exceeds the threshold identified in Section III.4.a.i, multiple pdfs may be submitted provided they are partitioned in logical locations and named/numbered according to the Delivery Requirements set forth above

IV. CONTENT OF LETTER OF INTEREST:

1. The Letter of Interest submission shall include the following sections.

Section	Description of Requirements
Introduction Letter	1. Provide a maximum three (3)-page letter of interest that, at a minimum, includes the following items: a. The Interested Parties single point of contact, including name, title, email, phone number, and address. This single point of contact must be maintained throughout the RLOI process.

Section	Description of Requirements
	b. The letter shall be signed by an Authorized Representative of the Interested Party. In the case of joint ventures, signatures of Authorized Representative from each joint venture participant are required. c. A statement declaring that, to the best of the Interested Parties knowledge and belief, that all information contained in the LOI is true and accurate. d. A statement that the Interested Party desires to be shortlisted to bid for the subject Project and their interest/commitment to the Project. e. Convey the Interested Parties general understanding of, and approach to, the project.
Organization and Key Personnel	1. Provide a two (2) page maximum narrative that clearly explains the Interested Parties organizational structure to deliver this Project, and responsibilities and/or functional relationships among team members, including subconsultants and subcontractors. 2. Provide a one (1) page organizational chart showing the structure of the Interested Parties organization, specific to this project. The chart must show the functional structure of the organization and must identify Key Personnel by name and position as well as supporting team members to successfully deliver this project. At a minimum, identify the following Key Personnel project roles: a. Design-Build Project Manager: This individual will be required to be in-person on the project site a minimum of once per week during active construction and in attendance at all project meetings. The Design-Build Project Manager shall be responsible for the overall management, design, construction, environmental compliance, quality management and contract administration for the Project. This individual shall have a minimum of ten (10) years' experience as a project manager on transportation projects with responsibility for the above-mentioned tasks. The reference projects for this individual should be similar in complexity and construction cost compared to this project. b. Design Manager: This individual shall be responsible for coordinating all design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The Design Manager shall be responsible for establishing and overseeing Design Quality for all disciplines involved in the design of the project, including review of design, working plans and drawings, project specific traffic control plans and updates, specifications, and constructability for the Project. The Design Manager shall be responsible for coordinating with the Design-Build Project Manager to assist with identifying, providing, and reviewing construction quality assurance requirements related to the design. This individual shall be able to demonstrate ten (10) years of relevant experience with bridge structure design, roadway design, and transportation management. This individual shall be a registered, licensed, Professional Engineer in the State of Vermont. c. Construction Manager: This individual will be required to be on the Project site for the duration of all construction

Section	Description of Requirements
	operations. The Construction Manager is responsible for managing all construction activities, including all quality control activities, to ensure the materials used, and work performed, meet requirements of the Contract and the "Released for Construction" plans and specifications. The Construction Manager shall also be responsible for project site safety. This individual shall oversee implementation of the Traffic Control Plan for the project and be the key point of contact for issues arising relative to traffic control. This individual shall be responsible for coordinating with the Environmental Commitments Officer to ensure compliance with all permit conditions and environmental requirements. This individual shall be able to demonstrate ten (10) years of relevant experience with construction management of transportation projects, implementation of construction work zone traffic control, utility replacement and relocation and critical path construction scheduling. The Construction Manager shall possess relevant licensing, certification(s), and training necessary to perform the construction oversight responsibilities for this Project. d. Public Communications Professional: This individual shall serve as a conduit between the Contractor and VTrans project-specific public relations team to communicate project status, traffic patterns, and work activities to project stakeholders including municipal officials, first responders, transit agencies, local residences, schools and universities and businesses. . The Public Communications Professional shall possess relevant experience on projects of similar size and scope. e. Utility Coordinator: An individual who shall have demonstrated experience in utility coordination and construction compliance on large, complex transportation projects. The Utility Coordinator must have experience in coordination with third party utility companies and effectively communicating with design engineers and construction staff regarding requirements of the associated utility agreements. f. Traffic Engineer: An individual who shall have demonstrated experience in maintenance of traffic and minimizing traffic disruption, including experience dealing with lane closures, intersections, rerouting traffic through off-site detours, construction vehicle ingress and egress, and implementing traffic management strategies emphasizing projects of similar size and type. 3. Provide resumes for each of the Key Personnel. Resumes shall be limited to two (2) pages per person and will not be counted against the total page limit. Resumes shall include the following: Additional roles, requiring additional resumes, may be defined in the RFP. - Individual education, and professional licensure, - Work history, - Relevant experience with transportation projects within the last five (5) years.

Section	Description of Requirements
Past Performance and Experience	1. Provide a minimum of three (3) but no more than five (5) relevant projects completed by the Contractor and/or Subcontractors, focusing on what the Interested Party considers most relevant in demonstrating its qualifications to serve as the Contractor for this Project. 2. Provide a minimum of three (3) but no more than five (5) relevant projects completed by the Designer and/or Sub-consultants, focusing on what the Interested Party considers most relevant in demonstrating its qualifications to serve as the Designer for this Project. 3. Each relevant project narrative shall provide, at a minimum, the following: a. The project/contract name. b. Location of the project. c. Description of services provided. d. Overall construction cost of the project, as applicable, including initial contract value and change orders, including reasons for change orders. e. Proposed Key Personnel involved with the relevant project. f. Subcontracts used in the performance of the contract. g. Owner Reference(s). 4. Include, in the description, similarities in scope, schedule, delivery methods, value and each firm's organizational structure utilized on the relevant project(s). 5. Describe experience with innovative construction techniques. Provide a description of the relevant projects that utilized Accelerated Bridge Construction, or other innovative techniques. 6. Describe experience with traffic management. Provide a description of the relevant project(s) that highlight experience with staged construction, short term detours on a regional level and concurrent construction of multiple activities within a corridor. 7. Describe relevant project experience with alternate project delivery methods, such as Design-Build, Progressive Design-Build, Construction Manager/General Contractor, Construction Manager at Risk, etc.
Annual Prequalification	1. The Interested Party shall provide a document with proof that the Contractor has achieved the applicable annual prequalification in accordance with Section III.1. This document does not count toward the total page limit.
Performance Bond Capacity	1. The Interested Parties Prime Contractor and/or joint venture must include a letter from a surety with the LOI, confirming that they have a current performance bond capacity for the estimated contract value of Category I. The Category code list can be found here: Link. This letter will not be counted towards the total page limit.

V. EVALUATION CRITERIA:

1. The Letter of Interest submission will be scored with values shown in the following table. The evaluation scores will be based upon the requirements set in Section IV and will be used in determining whether or not the Interested Party will be shortlisted.

Section	Evaluation Criteria	Maximum Points
Introduction Letter	The extent to which the information provided in the LOI is responsive and conveys the Interested Parties general understanding of the project, interest and commitment to the project, and an overview of the intended approach to delivering the project.	20 points
Organization and Key Personnel	The extent to which the information provided in the LOI is responsive and provides confidence that the team structure can deliver the project scope and illustrate that all project risks will be effectively managed through personal competence and accountability. The section shall also demonstrate how the Organization and Key Personnel will be effective in designing and constructing the project while meeting the project goals.	40 points
Past Performance and Experience	The extent to which the information provided in the LOI is responsive and enables VTrans to understand the qualifications and experience of the Bidder's team on similar projects.	40 points
Annual Prequalification	This section is not evaluated.	Pass/Fail
Performance Bond Capacity	This section is not evaluated.	Pass/Fail
Total Possible Points		100 Points

VI. PROCUREMENT PROCESS:

1. VTrans will use a two-phase procurement process to select a Design-Builder to deliver the project. This Request for Letters of Interest is used as phase 1 of a 2-phase approach to select a Design-Builder.
 - a. The review committee will receive copies of all responsive LOIs. Each member will independently evaluate the LOIs using the criteria outlined in Section V: Evaluation Criteria and will score them using a standard scoring sheet. After completing their individual assessments, the scoring committee will convene to discuss the final scores and create a shortlist.
 - b. VTrans will issue formal notification to the shortlisted Bidders by the deadline outlined on the first page of this RLOI. VTrans intends to shortlist up to four (4) bidders but reserves the right to increase this number if necessary.
 - c. In the second phase, VTrans will issue an RFP to the shortlisted bidders. Only the shortlisted bidders will be eligible to submit s in response to Burlington-Winooski BF RAIZ(2) & Burlington STP 5000(29) Design Build RFP.
 - d. VTrans reserves the right to close the Request for Letters of Interest at any time and may choose to readvertise the project using the same or alternative procurement method or process.

VII. CONTRACT AWARD:

1. **Business Registration:** The Contractor awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. VTrans will not process the contract until the Contractor is registered with the Secretary of State's office. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at:
<https://bizfilings.vermont.gov/homepage>
2. **Debarment:** The Contractor awarded a Contract must certify under pains and penalties of perjury that, as of the date the Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. The Contractor shall further certify under pains and penalties of perjury that, as of the date that the Agreement is signed, the Contractor is not presently debarred, suspended, nor named on the State's debarment list at:
<https://bgs.vermont.gov/purchasing-contracting/debarment>.
3. **Insurance:** The Contractor awarded a contract shall submit to VTrans a certificate of insurance showing that minimum coverages are in effect. The certificate must be submitted to the office of Contract Administration prior to execution of the agreement. No work may be performed for any VTrans contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file at VTrans Contract Administration. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract. Workers' Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont. NOTE: In the case of out-of-state Contractors, workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

VIII. RIGHTS AND OBLIGATIONS OF VTRANS:

1. All LOI's become the property of VTrans upon submission. The cost of preparing, submitting, and presenting a LOI is the sole expense of the Interested Party. Unselected LOIs shall be securely disposed of at VTrans' discretion. VTrans reserves the right to reject all LOIs received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RLOI in part or in its entirety if it is in the best interest of VTrans. This solicitation in no way obligates VTrans to award a contract or shortlist Interested Parties. VTrans reserves the right for any reason to re-advertise this project using the same or different procurement method.
2. **Exceptions to Terms and Conditions:** The Interested Party must state in the LOI any exceptions taken to the terms and conditions in this RLOI. For each exception the Interested Party shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the LOI as unresponsive.
3. **No Assumption of Liability:** By submitting a LOI, a potential Design-Builder specifically waives the right to bring any action or proceeding against VTrans for the reimbursement of all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RLOI. All such costs shall be borne solely by each Interested Party and its team members.

IX. PROTEST: :

1. Written Protests: Protests must be submitted in writing to the VTrans POC listed in the RLOI. Late protests are void. Before filing, discuss the issue informally with the VTrans POC. VTrans may review written submissions but will not hold a formal hearing.
2. Protest Requirements: Include contact details, VTrans alleged errors, desired outcome, any request to submit more evidence, and representation details, if applicable. VTrans will decide if the RLOI process should be delayed due to a protest.
3. RLOI Protests: File protests about the RLOI within five (5) working days of knowing the issue, but no later than the LOI Due Date, unless unaware of the facts. Missing this period waives the right to protest the RLOI terms or process.
4. Pre Shortlist Protests: If filed before the shortlist notification, VTrans will decide whether to delay shortlisting until the protest is resolved, unless legally required otherwise.
5. Shortlist Protests: File protests within five (5) working days after the shortlisting. Missing this deadline waives the right to protest.
6. Protest Determination: No hearing unless deemed necessary by the Secretary of Transportation or their designee. A written decision will be issued within ten (10) working days of receiving the protest. If valid, the Secretary may take actions such as but not limited to revising decisions or issuing a new RLOI. The Secretary's decision is final.

X. OBLIGATION TO KEEP TEAM INTACT:

1. The team proposed by the Interested Party, including but not limited to the lead contractor, the lead designer, key personnel, and other individuals identified pursuant to Section IV, shall remain intact throughout the procurement process and for the duration of the Design-Build Contract. In the event that changes to Key Personnel are necessary they shall be subject to review and approval by VTrans.
2. Unauthorized changes to the Interested Parties Team at any time during the procurement process may result in elimination of the Interested Party from further consideration. Unauthorized changes to the Design-Builder's Team once under contract will be addressed in the RFP.

XI. VERMONT ACCESS TO PUBLIC RECORDS ACT:

1. All Letters of Interest submitted to VTrans become VTrans property and are subject to the Vermont Access to Public Records Act (1 V.S.A. § 315 - 320) and potentially the Freedom of Information Act (FOIA). Interested Parties should understand these laws. VTrans, the State, or the Secretary are not liable for any disclosure of Letter of Interest content. If a Letter of Interest contains proprietary and confidential material, the Interested Party must include a cover letter identifying such sections and explaining why they should be exempt from public disclosure, including potential competitive harm. A redacted version of the Letter of Interest must also be provided, with redactions limited to allow understanding of withheld information. Entire responses cannot be marked confidential, and such responses may be disqualified.
2. Interested Parties with special concerns about confidential information should clearly designate such information in their Letter of Interest and provide a written basis for its exemption, directed to the VTrans POC. The request must:
 - a. Invoke the exemption upon submission.
 - b. Identify specific data or materials for protection.
 - c. Explain why protection is necessary.
3. Blanket confidentiality designations are unacceptable. VTrans may treat the entire Letter of Interest as public if specific information is not identified. This provision does not alter VTrans legal obligations, and applicable laws will prevail in case of conflict.
4. If VTrans receives a public disclosure request for a Letter of Interest marked as confidential, it will determine if the materials are exempt under the Act. If not, VTrans will attempt to notify the Interested Party before disclosure. VTrans is not liable for failing to provide notice or for disclosing information marked as confidential.

XII. CONFLICT OF INTEREST:

1. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:
 - a. An organization or individual hired by VTrans to provide assistance in development of instructions to Interested Party or evaluation criteria for the Project.
 - b. 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 Interested Parties in a timely manner prior to the procurement process.
2. Each Interested Party shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement as well as the Contract. Interested Parties 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 conflict of interest or a competitive advantage. If at any time during the selection process or prior to award of the Construction Contract a potential conflict of interest or competitive advantage is identified, the Interested Party shall submit in writing via email the pertinent information to the Point of Contact listed on the first page of this RFP within 24 hours of identification.
3. VTrans reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.
4. 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 product produced by the organization or individual subject to review under this Section. If documents have been designated as proprietary by Vermont law, the Interested Party will be given the opportunity to waive this protection from disclosure. If a party elects not to disclose, they may be determined to have a conflict of interest or competitive advantage.

XIII. CIVIL RIGHTS AND LABOR COMPLIANCE:

1. The Interested Parties 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 proposer shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulation 49 CFR Part 21 through Appendix C. Accordingly, all subcontracts.
2. The State and its Interested Party 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 website at the following link: <https://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon> The Design-Builder will be required to participate in the VTrans On-The-Job Training (OJT) Program. Specific requirements will be defined during the RFP Phase.