

TABLE OF CONTENTS

1.0	INTRODUCTION.....	2
2.0	BACKGROUND INFORMATION	2
2.1	Project Description	2
2.2	Legislative Authority	3
2.3	Procurement Overview of the Project.....	3
2.4	Right-of-Way and Site Acquisition	3
2.5	Estimated Value of Construction Cost.....	3
2.6	Project Milestone Schedule	4
2.7	VDOT’s Point of Contact and Contract Reference	4
2.8	RFP Documents.....	5
2.9	Deviations from the RFP Documents.....	6
3.0	GENERAL PROCEDURES AND REQUIREMENTS.....	6
3.2	Pre-Proposal Meeting and Site Visits.....	7
3.3	Acknowledgment of Receipt of RFP, Revisions and Addenda	7
4.0	CONTENTS OF PROPOSALS	7
4.1	Letter of Submittal.....	7
4.2	Price Proposal.....	10
5.0	PRICE PROPOSAL EVALUATION FACTORS	11
6.0	PROPOSAL SUBMITTAL REQUIREMENTS.....	11
6.1	Due Date, Time and Location	12
6.2	Format.....	12
7.0	QUESTIONS AND CLARIFICATIONS	13
8.0	NEGOTIATION AND AWARD OF CONTRACT.....	14
8.1	Negotiations and Award of Contract	14
8.2	Proposal Validity.....	15
8.3	Contract Execution and Notice to Proceed.....	15
9.0	RIGHTS AND OBLIGATIONS OF VDOT	15
9.1	Reservation of Rights.....	15
9.2	No Assumption of Liability	17
10.0	PROTESTS.....	17
11.0	MISCELLANEOUS	18
11.1	Virginia Freedom of Information Act.....	18
11.2	Conflict of Interest	19
11.3	Ethics in Public Contracting Act.....	20
11.4	Requirement to Keep Team Intact.....	20
11.5	Disadvantaged Business Enterprises.....	20
11.6	Trainee and Apprenticeship Participation	23
11.7	Escrowed Proposal Documents.....	23
11.8	Administrative Requirements.....	26
11.9	Attachments.....	28

PART 1
REQUEST FOR PROPOSALS

INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (“VDOT”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposals”) from those entities (“Offerors”) interested in contracting to serve as the Design-Builder for multiple culvert replacements and repairs throughout Region 3 located in the following Districts: Salem and Staunton (“Project”). The purpose of this RFP is to establish the process for determining which Offeror (the “Successful Offeror”) will be awarded the design-build contract (“Design-Build Contract”) for the Project.

This is VDOT’s priority for the Project:

- Cost - provide the best price for the scope of work identified in this RFP

Offerors Proposals must meet all requirements established by this RFP. Requirements of this RFP generally will use the words “shall”, “will”, or “must” (or equivalent terms) to identify a required item that must be submitted with an Offeror’s Proposal. Failure to meet an RFP requirement will render an Offeror’s Proposal non-responsive.

THE RESPONSIVE AND RESPONSIBLE OFFEROR SUBMITTING THE LOWEST PRICE PROPOSAL FOR THE PROJECT WILL BE RECOMMENDED FOR AWARDED.

The award of a contract to the Offeror who submitted the lowest bid, whose Proposal is responsive and whose Price Proposal is within VDOT’s budget for design and construction services will be made in accordance with Part 1, Section 8 of this RFP.

2.0 BACKGROUND INFORMATION

2.1 Project Description

The Project consists of individual culvert replacements and rehabilitations at various crossings throughout the Commonwealth. The locations of the culverts to be rehabilitated or replaced are in multiple Districts and carrying multiple types and classifications of roadway.

The work for the Project shall generally consist of the following, including but not limited to: culvert rehabilitation, including invert repair or installing a pipe liner system; and culvert replacement, including replacing corrugated metal pipe, concrete box culvert; pavement reconstruction; installation of guardrail and terminals; and pavement markers. Specific descriptions for the scope of work at each culvert location are included in RFP Information Package – CD-ROM.

Plans for the anticipated construction at each culvert have NOT been developed. The RFP Information Package – CD-ROM contains any available existing plans or applicable standard drawings, available inspection reports, and a Culvert Specific Scope Sheet at each structure. The Offeror is expected to follow VDOT standard practices and details to accomplish the work in the Project. As described elsewhere in this document, all right of way requirements and any environmental impacts resulting from adjustments to the anticipated work at each structure are the responsibility of the Offeror. Offeror should note, however, that they are solely responsible for any schedule delays due to permit acquisition, modifications and NEPA document re-evaluations associated with Offeror’s design and no time extensions will be granted.

2.2 Legislative Authority

2.2.1 §33.1-12(2)(b) of the *Code of Virginia* authorizes VDOT and the Commonwealth Transportation Board (“CTB”) to develop and award contracts using the Design-Build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest (“FOPI”) dated March 16, 2009. The FOPI is available upon request.

2.3 Procurement Overview of the Project

2.3.1 VDOT will use a single-phase selection process for the selection of a Design-Builder on the Project. In accordance with the requirements of this RFP, interested Offerors will submit a Proposal consisting of a Letter of Submittal and Price Proposal. Upon completion of the evaluations of the Letters of Submittal and Price Proposals, it is anticipated that the Director of Innovative Project Delivery will recommend the Offeror who submitted the lowest bid, whose proposal is responsive and within VDOT’s budget to the Chief Engineer for an award of a fixed price Design-Build Contract by the CTB.

2.4 Right-of-Way and Site Acquisition

2.4.1 The Offeror’s proposed design shall not exceed current right of way limits. The Department will make information about the existing Right of Way limits for each location available on or before April 30, 2009.

If the Offeror’s proposed design requires additional temporary construction easements beyond the current right of way limits it will be the responsibility of the Offeror to coordinate directly with the affected property owners to acquire such temporary construction easements in accordance with the requirements described in Part 2, Section 2.8.

2.5 Estimated Value of Construction Cost

2.5.1 VDOT’s current estimated contract value for this solicitation is \$1,600,000.00.

2.6 Project Milestone Schedule

2.6.1 VDOT plans to conduct the procurement of the Project in accordance with the following list of milestones leading to award of the Design-Build Contract. This schedule is subject to revision and VDOT reserves the right to modify this schedule as it finds necessary, in its sole discretion.

.1	Advertise RFP	04/07/09
.2	Pre-Proposal Meeting with Offerors	04/24/09(10:00AM prevailing local time)
.3	RFP Questions due to VDOT	05/04/09(4:00 PM prevailing local time)
.4	VDOT Responses to RFP Questions	05/25/09(4:00 PM prevailing local time)
.6	Letter of Submittal/Price Proposal/Escrow Document Due Date	07/31/09 07/06/09 (4:00 PM prevailing local time)
.7	Open Price Proposals	08/04/09 07/09/09
.8	Notice of Intent to Award	08/11/09 07/16/09
.9	CTB Approval / Notice to Award	10/15/09 09/17/09
.10	Design-Build Contract Execution	11/03/09 10/01/09
.11	Notice to Proceed	11/17/09 10/15/09
.12	Substantial Completion	09/25/11
.13	Final Completion	09/25/11

2.6.2 VDOT has established final completion of the entire contract shall be no later than September 25, 2011.

2.7 VDOT's Point of Contact and Contract Reference

2.7.1 VDOT's sole Point of Contact (POC) for this Contract shall be the person designated below. VDOT's POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with VDOT's POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name: David A. Steele, P.E.
Address: Innovative Project Delivery Division
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Phone: (804) 371-6787
Fax : (804) 786-7221
E-mail: David.Steele@vdot.virginia.gov

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

2.7.3 All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with UPC 92700 and 92703.

2.7.4 An RFP Information Package is available on CD-ROM for \$50.00. Interested Offerors should complete the RFP Information Package Order Form included as Attachment 2.7.4. The instructions for submittal and payment are included on the form. The RFP Information Package will include the following components:

- Special Provisions
 - Special Provision for Density Control of Embankments and Backfill
 - Special Provision for Section 303 - Earthwork
 - Special Provision for Low Permeability Concretes
 - Special Provision for Design-Build Tracking (DBT) Numbers
 - Special Provision for Square Tube Steel Sign Post
 - Special Provision for Flowable Fill
 - Special Provision for Pipe Culvert Replacement of Rehabilitation
 - Special Provision for Lime Modification of Soils
 - Special Provision Copied Note for Steel Reinforcement
 - Special Provision for Epoxy Injection Pressure Crack Sealing
 - Special Provision for Load and Resistance Factor Design
 - Special Provision Copied Note for Hydraulic Cement Concrete
 - Special Provision Copied Note for ARRA Project Requirements
 - Special Provision for Load and Resistance Factor Design (LRFD)

- Other
 - Materials Division Memorandum Number MD-299-07 for Materials Acceptance – October 4, 2007
 - Culvert Scoping Packages to include Location Map, Culvert Specific Scope Sheet, Inspection Report, and Environmental Documents
 - VDOT Water Quality Permit Manual
 - VDOT, Wetland Compensation Manual

2.8 RFP Documents

2.8.1 The documents included in this RFP (collectively the “RFP Documents”) consist of the following sections, as well as any attachments and exhibits contained or identified in such sections:

PART 1 – REQUEST FOR PROPOSALS, INSTRUCTIONS FOR OFFERORS
PART 2 – PROJECT TECHNICAL INFORMATION AND
REQUIREMENTS INCLUDING RFP INFORMATION PACKAGE (CD-ROM)
PART 3 – LUMP SUM DESIGN-BUILD AGREEMENT
PART 4 – GENERAL CONDITIONS

PART 5 – DIVISION I AMENDMENTS TO STANDARD SPECIFICATIONS (2002)

2.8.2 Each Offeror shall review the proposed RFP Documents and provide comments regarding any aspect of such documents to which it has any concern, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such comments will be submitted to VDOT's POC within the time specified in Section 2.6.1 of this RFP. VDOT will review all comments received and, if it deems appropriate, in its sole discretion, may modify such documents through an Addendum. Offerors shall base their Proposals on the RFP Documents included in the latest issued Addendum.

2.8.3 Addenda to the RFP Documents, if any, will be posted on the VDOT Project website. Hard copies of the Addenda on file will be available upon request. If there is any conflict between the electronic format and hard copy of any RFP Document or Addendum, the hard copy on file shall control.

2.9 Deviations from the RFP Documents

2.9.1 If awarded the Design-Build Contract, an Offeror will be obligated to meet all of the requirements of the RFP Documents. If VDOT is willing to modify a requirement, VDOT will issue an Addendum as appropriate, provided, however, that: (a) VDOT shall have the sole discretion as to the acceptability of any such modifications; and (b) no modifications from the requirements of the RFP Documents will be valid unless they are agreed to by VDOT and set forth in an Addendum.

3.0 GENERAL PROCEDURES AND REQUIREMENTS

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

3.1 Offeror's Pre-Submittal Responsibilities and Representations

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

.1 Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;

.2 Visiting the Project site(s) and becoming familiar with and satisfying itself as to the general, local, and site conditions that may affect the cost, progress, or performance of its work on the Project;

.3 Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project; and

.4 Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project.

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

3.2 Pre-Proposal Meeting and Site Visits

3.2.1 VDOT will hold a Pre-Proposal meeting of all Offerors on the date set forth in Section 2.6.1 above at VDOT's Central Office in Richmond, Virginia. No more than three (3) representatives from each Offeror (inclusive of any member of Offeror's team) will be allowed to participate in the Pre-Proposal Meeting.

3.3 Acknowledgment of Receipt of RFP, Revisions and Addenda

3.3.1 Offeror shall provide VDOT the Acknowledgement of RFP, Revisions, or Addenda Sheet (C-78), set forth as Attachment 3.3.1, with submission of the proposal, which will serve to acknowledge that Offeror has received this RFP and identify Offeror's representative, who shall be Offeror's single point of contact for the receipt of any documents, notices and addenda associated with this RFP.

4.0 CONTENTS OF PROPOSALS

This Section 4.0 describes the Letter of Submittal, and Price Proposal. The format for the presentation of such information is described in Section 6.0.

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

Proposals shall specifically identify any elements that are deemed confidential or proprietary. Offerors shall be prepared upon request to provide justification of why such materials shall not be disclosed under the Virginia Freedom of Information Act in the Code of Virginia. The classification of the entire Proposal document, line item prices, and/or Price Proposals as proprietary or trade secrets is not acceptable.

4.1 Letter of Submittal

4.1.1 Provide a Letter of Submittal on the Offeror's letterhead confirming the official representative and point of contact for the Offeror relative to this RFP. The letter shall identify such individual's

name, title, address, phone and fax numbers, and e-mail addresses and shall be signed by an authorized representative of the Offeror's organization. If the Offeror is not yet a legal entity or 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. All signatures shall be original and signed in ink.

4.1.2 Include evidence that the lead contractor is prequalified with VDOT or proof that the Letter Requesting Prequalification has been submitted to VDOT for consideration.

4.1.3 For team members providing professional services the Offeror should, provide evidence that:

.1 each business entity (other than a sole proprietorship) is registered with the Virginia State Corporation Commission (<http://www.state.va.us/scc/division/clk/brg.htm>).

.2 any Foreign Professional corporation or Foreign Professional Limited Liability Company possesses a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission.

.3 any business entity (other than a professional corporation, professional limited liability company or sole proprietorship that does not employ other individuals for which licensing is required) is registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation (<http://www.state.va.us/dpor>).

.4 any professional corporation and business entity that has branch offices located in Virginia and which offers or renders any professional services relating to the professions regulated by the Board For Architects, Professional Engineers, Land Surveyors, Certified Interior Designers And Landscape Architects (http://www.dpor.virginia.gov/dporweb/ape_main.cfm) is registered with the Board.

.5 any branch office which offers or renders any professional service has at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at each branch.

4.1.4 Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project.

If the Offeror is a limited liability company, joint venture or any form of partnership, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Offeror to do business in the Commonwealth of Virginia.

4.1.5 Submit a commitment letter from a surety or insurance company (with A.M. Best Financial Strength Rating of A minus and Financial Size Category of VIII or better by A.M. Best Co.) to include the language provided below.

“As surety for the above named Contractor, XYZ Company with an A.M. Best Financial Strength Rating of A- and Financial Size Category of VIII will furnish a 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.”

4.1.6 Pursuant to Section 8.2.1, declare that the offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is actually submitted to VDOT (“Letter of Submittal /Price Proposal/Escrow due date”).

4.1.7 Please indicate, by executing and returning the attached Certification Regarding Debarment Forms, set forth as Attachments 4.1.7(a) and 4.1.7(b), if Offeror, or any subconsultant, subcontractor, or any other person or entity identified as a member of Offeror’s organization associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:

.1 Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

.2 Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.

.3 Has a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions. For the avoidance of doubt, Attachments 4.1.7(a) and 4.1.7(b) shall be separately completed and executed by Offeror and all subconsultants and subcontractors.

4.1.8 Offeror should provide the identity of and information about the Key Personnel listed below. This information is to be provided on the Resume Form attached hereto as Attachment 4.1.8.

.1 **Design-Build Project Manager**– This individual shall be responsible for the overall Project design, construction quality management and contract administration for the Project.

.2 **Design Manager** – This individual shall be responsible for coordinating the individual 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 a QA/QC

program for all pertinent disciplines involved in the design of the Project, including, but not limited to, review of design, working plans, specifications, and constructability for the Project.

Licensure/Certifications/Training Requirements: This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

.3 **Construction Manager** – This individual, who will be required to be assigned to Project full time for the duration of construction operations, shall be responsible for managing the construction process to include all quality control (QC) activities to ensure the materials used and work performed meet contract requirements and the “approved for construction” plans and specifications.

Licensure/Certifications/Training Requirements: This individual shall hold a Virginia Department of Conservation and Recreation (DCR) Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) prior to the commencement of construction.

.4 **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no involvement in construction operations for the Project, and shall be responsible for the Quality Assurance (“QA”) inspection and testing of all materials used and work performed on the Project to include monitoring of the Contractor’s QC program. The QAM will ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements, and the “approved for construction” plans and specifications.

Licensure/Certifications/Training Requirements: This individual must be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

4.1.9 Project Controls.

Proposal Schedule, which should include: (i) a narrative description of the proposed Schedule; (ii) project activities with a maximum duration of one (1) month, (iii) logic relationships, durations, critical path based on the longest path, interim milestones, and (iv) permitting, and design review by VDOT. The Proposal Schedule to be included with the Proposal may be developed using Microsoft Office Project, Excel or an equivalent software package wherein the information is conveyed using logic relationships and a gantt chart. The Offeror shall provide the proposal schedule’s source document in electronic format, e.g. .mpp, .xls, etc., on a CD-ROM.

4.2 Price Proposal

4.2.1 Offeror shall specify, on the Form set forth in Attachment 4.2.1 hereto, the Proposal Price, in both numbers and words. The price shall be broken out into the associated cost as for each project activity set forth in the Proposal Schedule required by Section 4.1.9 above. Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design services, labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind

applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, or acceleration.

4.2.2 The Price Proposal is to be based upon the Proposal Schedule submitted in Section 4.1.9.

4.2.3 Offeror shall provide a Schedule of Values for the Proposal Price. This schedule of values shall identify the quantities and costs of each project activity identified in the Proposal Schedule required by Section 4.1.9 above. The value associated with each activity shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

4.2.4 Offeror shall submit, for the Proposal Price, a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work. The value of the monthly payment schedule shall correlate with the Proposal Schedule.

4.2.5 Offeror shall provide the Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to Section 100 of the VDOT Road and Bridge Specifications. If the Price Proposal Guarantee is not submitted with the Price Proposal, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the Design-Build procurement for this project.

4.2.6 Offeror shall provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.2.6(a) and 4.2.6(b) respectively.

4.2.7 Offeror shall provide the required information set forth in Part 3, Section 6.3, Adjustments to Steel, Asphalt, and Fuel Prices.

5.0 PRICE PROPOSAL EVALUATION FACTORS

Price Proposals will be scored as follows:

VDOT will open and read the Price Proposals publicly. **THE RESPONSIVE AND RESPONSIBLE OFFEROR SUBMITTING THE LOWEST PRICE PROPOSAL FOR THE PROJECT WILL BE RECOMMENDED FOR AWARD.**

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

This Section 6 describes the requirements that all Offerors must satisfy in submitting Proposals. Failure of any Offeror to submit its Proposal in accordance with this RFP will result in rejection of its Proposal.

6.1 Due Date, Time and Location

6.1.1 All Proposals must be received by the due date and time set forth in Section 2.6.1 (“Letter of Submittal/Price Proposal/Escrow Documents Due Date”). Submissions must be delivered to the following individual at the following address:

US Postal Service regular mail, send to:

Mr. W. W. Barker
Administrative Services Division
Virginia Department of Transportation
1401 E. Broad Street
Old Highway Building, 4th Floor
Richmond, VA 23219

Hand delivery, US Postal Service express mail, or private delivery service FEDEX, UPS, etc...), send to:

Mr. W. W. Barker
Administrative Services Division
Virginia Department of Transportation
1st Floor Reception Desk
1201 E. Broad Street
Richmond, VA 23219

Neither fax nor email submissions will be accepted. Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. VDOT accepts no responsibility for misdirected or lost proposals.

6.2 Format

If VDOT determines that a Letter of Submittal/Price Proposal does not comply with or satisfy requirements of this section VDOT may find such Proposal to be non-responsive.

6.2.1 A sealed parcel containing the Letter of Submittal, a sealed parcel containing the Price Proposal, and sealed parcel containing the Escrow Documents shall be submitted on the date designated in Section 2.6.1. If the sealed Letter of Submittal, Price Proposal, and Escrow Documents are not submitted on the above specified date, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the design-build procurement for this Project. Parcels shall be clearly marked to identify the Project, the Offeror and identify the contents as Letter of Submittal, Price Proposal, and Escrow Documents.

6.2.2 Each Offeror shall deliver one (1) paper copy of the Letter of Submittal which must bear an original signature, and one CD-ROM containing the entire Letter of Submittal in a single cohesive Adobe PDF file.

The Letter of Submittal shall be bound and contained in a single volume if practical, with an identity on its front cover. If three ring binders are used to bind a proposal they should be a locking type three ring binder.

- The Letter of Submittal shall be:
 - Typed on one (1) side only.
 - Separated by numbered tabs with sections corresponding to the order set forth in Section 4.
- Except for charts, schedules, exhibits, 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 printing, except for the front cover of the Letter of Submittal and any appendices, must be
 - Times New Roman, with a font of 12-point.
 - Times New Roman 10 point font may be used for filling out information on the Key Personnel Resume Form.
 - Include page number references in the lower right hand corner.

6.2.3 Price Proposals shall be presented in hard copy, with only one copy being submitted.

7.0 QUESTIONS AND CLARIFICATIONS

7.0.1 All questions and requests for clarification regarding this RFP shall be submitted in writing to VDOT’s POC. No requests for additional information, clarification or any other communication should be directed to any other individual.

7.0.2 All questions or requests for clarification must be submitted by the due date set forth in Section 2.6.1 above. Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

7.0.3 VDOT’s responses to questions or requests for clarification shall be in writing, and may be accomplished by an Addendum to this RFP. VDOT will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

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

8.0 NEGOTIATION AND AWARD OF CONTRACT

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

8.1 Negotiations and Award of Contract

8.1.1 VDOT will review the Proposal submitted by the Offeror with the lowest Price Proposal. If the Proposal is responsive and the price proposal is within VDOT's budget for design and construction services, then VDOT will issue a Notice of Intent to Award to the selected Design-Builder.

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

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

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

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

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

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

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

8.1.9 Pursuant to 23 CFR 636.512, VDOT will review the final proposals in accordance with the review and selection criteria and complete a final ranking of the Offerors in the competitive range, then VDOT will issue a Notice of Intent to Award to the Selected Design-Builder.

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

8.2 Proposal Validity

8.2.1 The offer represented by each Proposal will remain in full force and effect for one hundred twenty (120) days after the Proposal Due Date defined in Section 2.6.1. If Award of Contract has not been made by the Commonwealth Transportation Board within one hundred twenty (120) days after the Proposal Due Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Contract Execution and Notice to Proceed

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

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

9.0 RIGHTS AND OBLIGATIONS OF VDOT

9.1 Reservation of Rights

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

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 VDOT 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 responses received 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 waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 9.1.9** The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- 9.1.10** The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 9.1.11** The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
- 9.1.12** The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- 9.1.13** The right to permit Offerors to add or delete firms and/or Key Personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- 9.1.14** The right to add or delete Offeror responsibilities from the information contained in this RFP.
- 9.1.15** The right to appoint and change appointees of the Evaluation Team as applicable.
- 9.1.16** The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- 9.1.17** The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- 9.1.18** The right to disqualify any Offeror that changes its submittal without VDOT approval.
- 9.1.19** The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.

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

9.1.21 The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Price Proposal contains unbalanced pricing among the specific portions of work identified therein.

9.1.22 The right to delete one or more of the structures identified in the scopes of work attached in the RFP Information Package CD-ROM.

9.2 No Assumption of Liability

9.2.1 VDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror and its team members.

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

10.0 PROTESTS

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

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

The protesting Offeror shall concurrently file a copy of its notice of protest with all other Offerors.

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

shall expire ten (10) calendar days after those records are available for inspection by such Offeror under § 2.2-4342, of the *Code of Virginia*.

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

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

11.0 MISCELLANEOUS

11.1 Virginia Freedom of Information Act

11.1.1 All proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (Section 2.2-3700 et seq.). Offerors are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth, the Commonwealth Transportation Commissioner, or VDOT be liable to an Offeror for the disclosure of all or a portion of a proposal submitted pursuant to this request.

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

- .1 Invoke such exemption upon the submission of the materials for which protection is sought.
- .2 Identify the specific data or other materials for which the protection is sought.
- .3 State the reasons why the protection is necessary.

.4 Indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted. Failure to take such precautions prior to submission of a proposal may subject confidential information to disclosure under the Virginia FOIA.

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

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

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

11.2 Conflict of Interest

11.2.1 Offerors shall require its proposed team members to identify potential conflicts of interest (real or perceived) relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and VDOT relative to this Project or VDOT's design-build program may present a conflict of interest. If a potential conflict of interest is identified, the Offeror shall present the pertinent information to VDOT's POC.

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

11.2.2 Conflicts of interest are described in state and federal law, and may include the following situations:

1. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.

2. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT's design-build program, and as a result has a unique competitive advantage relative to the Project.

3. An organization or individual with a present or former contract with VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.

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

11.2.4 VDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If Offeror elects not to disclose, Offeror may be declared non-responsive.

11.3 Ethics in Public Contracting Act

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

11.4 Requirement to Keep Team Intact

11.4.1 The team proposed by Offeror, including but not limited to Key Personnel, and other organizations and individuals identified pursuant to Sections 4.1.9 above, shall remain on Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to VDOT's POC, who, at his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration.

11.5 Disadvantaged Business Enterprises

11.5.1 It is the policy of VDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. **The DBE contract goal for this procurement is zero percent (0%).** Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have

every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

11.5.2 If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprises (VDMBE) prior to the Proposal Due Date. If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

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

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

Virginia Department of Minority Business Enterprises
111 East Main Street, Suite 300
Richmond, VA 23219
Phone: (804) 786-2260
Toll Free (VA Only) 1-800-223-0671
www.dmb.e.virginia.gov

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

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

VDOT Central Office
1221 East Broad Street
Richmond, VA 23219

Lynchburg District
4219 Campbell Avenue
Lynchburg, VA 24506

(804) 786-2085

(434) 856-8168

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

Northern Virginia District
14685 Avion Parkway
Chantilly, VA 20151
(703) 383-2341

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

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

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

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

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

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

BOWD
1602 Rolling Hills Drive
Suite 110
Richmond, VA 23229
Phone: (804) 662-9555

The following informational websites may also be of assistance:

www.virginiadot.org/business/bu_bizDev.asp

www.virginiadot.org/business/bu-civil-rights-home.asp

11.5.5 UPC 92700 and 92703 has federal funding. In accordance with the Governor's Executive Order No. 33, VDOT requires utilization of Small, Women and Minority ("SWaM") Businesses to participate in the performance of state funded projects. VDOT also encourages the utilization of SWaM Firms to participate in the performance of federally funded Projects. A list of the DMBE certified SWaM firms is maintained on the DMBE web site (<http://www.dmb.state.va.us/>) under the SWaM Vendor Directory link. Offerors are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services in the design-build contract. If the Offeror intends to subcontract a portion of the services on the Project, the Offeror is encouraged to seek out and consider SWaM firms as potential subconsultants. The Offeror is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any

agreement between an Offeror and a SWaM firm whereby the SWaM firm promises not to provide services to other Offerors is prohibited.

11.6 Trainee and Apprenticeship Participation

11.6.1 VDOT will not require trainee and apprenticeship participation for this Project. Thus, the on-the-job trainee goal for this Project is zero (0) individuals.

11.7 Escrowed Proposal Documents

11.7.1 Scope

Pursuant to Section 11.7.5.1 below, each Offeror shall submit to the individual set forth in Section 6.1.1 above, on the Price Proposal Submission Date, one copy of all documentary information generated in preparation of its Proposal. This material is hereinafter referred to as Escrow Proposal Documents (“EPDs”). The EPDs will be held in a secure location at the VDOT Central Office until the Successful Offeror is determined. The EPDs of the Successful Offeror will be transferred to and then held in escrow at the banking institution specified in this Section 11.7.6. EPDs of all other Offerors will be returned to the Offerors following the execution of the Design-Build Contract.

11.7.2 Ownership

.1 The EPDs are, and shall always remain, the property of the Offeror, subject to joint review by VDOT and the Offeror, as provided herein.

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

11.7.3 Purpose

EPDs may be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims. They will not be used for pre-award evaluation of the Offeror's

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

11.7.4 Format and Contents

.1 Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.7 to cause the Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language of the Specifications (i.e., English).

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

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

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

11.7.5 Submittal

.1 The EPDs shall be submitted in a sealed container to the individual set forth in Section 6.1.1 above, which container shall be clearly marked on the outside with the Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."

.2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Section 11.7.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction

methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.

.3 If all the documents required by this Section 11.7 have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.

.4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.

.5 Timely submission of complete EPDs is an essential element of the Offeror's responsibility and a prerequisite to Award of Contract.

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

.7 If the Offeror wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Offeror to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.7.6 Storage

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

SunTrust Bank
ATTN: Emily J. Hare
919 East Main Street
7th Floor
Richmond, Virginia 23219
(804) 782-5400

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

11.7.7 Examination

.1 The EPDs shall be examined by VDOT and the Offeror, at any time deemed necessary by VDOT.

.2 VDOT may delegate review of EPDs to members of VDOT's staff or consultants. The foregoing notwithstanding, the EPDs and information contained therein may be used in the

resolution of any claim or dispute before any entity selected to resolve disputes and in any litigation or arbitration commenced hereunder. No other person shall have access to the EPDs.

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

11.7.8 Final Disposition and Return of EPDs

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

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

11.7.9 Execution of Escrow Agreement

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

11.8 Administrative Requirements

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

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

offered or rendered at each branch. All firms involved that are to provide professional services must meet these criteria at the time of submission of the Proposal.

11.8.2 In accordance with VA Code § 2.2-4311.1, the successful Offeror will be required to certify that it does not, and to agree that it shall not, during the performance of the Design-Build Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. In addition, the Offeror's subcontractors (at all tiers) will be required to provide the same certification and agreement in their subcontract agreements.

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

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

11.8.5 VDOT does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. This requirement includes all applicable VDOT Road and Bridge Specifications.

11.8.6 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.

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

registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All Offerors must register in eVA; failure to register will result in a proposal being rejected.

11.8.8 The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections may be required to pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and Offerors will be allowed to replace those individuals. However, if key personnel fail the fingerprint-based CHBC, the selection may be cancelled and negotiations begun with the next ranked Offeror. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the prime consultant, on any employees of subconsultants or on any proposed replacements during the term of the contract who will be involved in this project. All costs associated with the fingerprint-based CHBC are the responsibility of the Design-Builder. A VDOT issued photo-identification badge is required for each employee of the Design-Builder's team who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny issuance of a VDOT security clearance or a VDOT issued photo-identification badge. A CII/SSI Non-Disclosure Agreement must be signed and submitted with the RFP Information Package Order Form in order to purchase the Information Package. The CII/SSI Non-Disclosure Agreement is attached to this document as Attachment 11.8.8.

11.9 Attachments

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

ATTACHMENT 2.7.4	--	RFP INFORMATION PACKAGE ORDER FORM
ATTACHMENT 3.3.1	--	FORM C-78 (ACKNOWLEDGEMENT OF REVISIONS)
ATTACHMENT 4.1.7(a)	--	CERTIFICATION REGARDING DEBARMENT (PRIMARY)
ATTACHMENT 4.1.7(b)	--	CERTIFICATION REGARDING DEBARMENT (LOWER TIER)
ATTACHMENT 4.1.8	--	RESUME FORM
ATTACHMENT 4.2.1	--	PRICE PROPOSAL FORM
ATTACHMENT 4.2.6(a)	--	FORM C-104 (BIDDER'S STATEMENT)
ATTACHMENT 4.2.6(b)	--	FORM C-105 (BIDDER'S CERTIFICATION)
ATTACHMENT 11.7.9	--	ESCROW AGREEMENT
ATTACHMENT 11.8.8	--	CII/SSI NON-DISCLOSURE AGREEMENT

END OF PART 1
INSTRUCTIONS FOR OFFERORS