



REQUEST FOR PROPOSAL

FOR

Design-Build Services

for the

**Replacement of
Route 146 (Louisquisset Pike) Bridge over
Route 116 (George Washington Highway)
(Bridge No. 027601)
Project No. 2018-DB-009**

Lincoln, Rhode Island

Part A: Instructions for Respondents

Rhode Island Department of Transportation

March 23, 2018

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PART A: INSTRUCTIONS FOR DB-TEAMS

1.0 INTRODUCTION

Requests for Proposals (RFPs) are hereby solicited by the State of Rhode Island Department of Administration (RIDOA)/ Division of Purchases on behalf of the Rhode Island Department of Transportation (RIDOT) to acquire Design/Build services for:

Bid # 7592653
DESIGN/BUILD Services for the
Replacement of Route 146 Bridge over Route 116 – Louisquisset Pike Bridge (027601)
Lincoln, RI
DBE GOAL: 10% for Construction Qualifying Work, 10% for Design Qualifying Work

This Request for Proposals (“RFP”) is issued to those Design-Build Teams (DB-Team) interested in designing and constructing the full bridge replacement of Louisquisset Pike Bridge No. 027601 in the Town of Lincoln on a fixed price/fixed term basis in accordance with the design/build procurement provisions of Rule 8.11 “*CONSTRUCTION CONTRACTING MANAGEMENT*” of the State Procurement Regulations. A Best Value Design-Build (BVDB) Procurement process is being used for this Project.

CAD File Discs

***PART D: Appendices, including CAD files, will be provided on discs and will be made available at no cost to the DB-Teams through the RIDOT Contracts and Specifications Office, Room 112, Two Capitol Hill, Providence, RI 02903. Office Hours M-F 8:30 A.M. to 4:00 P.M.
Office Main Line: (401) 222-2495***

The Project priorities are:

- Replace the existing bridge structure in its entirety for Bridge No. 027601 to provide a 75 year minimum service life;
- Minimize traffic disruption along Route 146 and the local roadways to the greatest extent possible;
- Provide the best price for the scope of work identified;
- Construct a bridge that requires minimal maintenance;
- Provide a cost effective and efficient design and construction of the project that meets all requirements;
- Comply with NEPA and all other state and federal regulatory requirements.

The terms Respondent, Proposer, Contractor, Design-Builder, Design-Build Team, and DB-Team shall be considered interchangeable throughout this RFP.

2.0 BACKGROUND INFORMATION

2.1 Project Description and Brief Scope of Work

The Project (Rhode Island Contract No. 2018-DB-009 Federal-Aid Project No. BRO-0276(003) is located in Lincoln, Rhode Island and includes the design and construction of the full replacement of Bridge No. 027601 carrying Rhode Island Route 146 over Rhode Island Route 116 (George Washington Highway). The existing bridge is a two-span reinforced concrete rigid frame structure supported on spread footing foundations. Record Plans of the existing bridge structure are included with the supplemental information provided.

The Scope of Work at the 027601 bridge consists of completely replacing the existing structure in its entirety. RIDOT is proposing to replace this structure with a new two-span steel girder bridge supported on full height reinforced concrete abutments and one mid-span pier, founded on spread footings as shown in the Base Technical Concept (BTC) Plans. The existing bridge will be removed in two stages, and the proposed bridge will be constructed in two stages; each stage shall accommodate vehicular travel in the Southbound and Northbound directions and two lanes in each direction will be maintained at all times except as noted in RFP Part B. Accelerated Bridge Construction Methods are encouraged to the extent possible. The proposed final roadway widths for the new bridge shall be 54'-1 ½" curb to curb Southbound and 35'-0" curb to curb Northbound.

Lane reductions on Route 146 will not be permitted during the winter shutdown period. All travel lanes and shoulders shall be re-opened prior to the start of the winter shutdown period. Work that does not impact traffic on Route 146 or Route 116 will be permitted during the winter shutdown period. Temperature dependent activities conducted during the winter shutdown period shall be performed in accordance with cold-weather requirements of the Standard Specifications.

The approach roadway work to the bridge will consist of repaving to the limits shown in the BTC Plans. Only minor adjustments to the Route 146 profile are proposed. The local roadway below bridge 027601 (George Washington Highway) will also be repaved under the bridge to the limits shown in the BTC Plans. No widening of Route 146 or the local roads is proposed. Other highway work required will include, but not be limited to: replacement of existing guardrail, installation of stormwater treatments, placement of new pavement markings and maintenance and protection of traffic.

The Design-Build work will generally consist of providing the necessary design and construction, including an exacting Design-Build quality control program. Although the final Project length may vary depending on the Respondent Team's final design, substantial completion of the Project (as defined in Job Specific Specification 101.71) must be completed no later than October 15, 2020.

The Project is currently at approximately ten percent (10%) design. The BTC Plans contain several areas of specific design intent. Accelerated Bridge Construction (ABC) methods are to be used to the extent practical. The proposed superstructure for Bridge No. 027601 shall be comprised of steel girders, reinforced concrete deck, elastomeric bearings, TL-5 bridge railing and new membrane waterproofing and asphalt overlay. The work will also include constructing new cantilever abutments, pier, approach slabs and wingwalls. All design and construction must meet all the standards and specifications noted in this RFP. For complete Technical Requirements, please refer to Part B, Project Technical Requirements.

This work is anticipated to include, but not be limited to:

PART A – INSTRUCTIONS FOR RESPONDENTS

- a) design and construction of the bridge replacement as described above including all necessary temporary works;
- b) demolition and removal of the existing bridge and substructure designated for removal;
- c) utility relocations, adjustments and coordination as necessary to complete the work;
- d) reconstruction of roadway approaches at each end of the replacement bridge, including paving, pavement marking and signing;
- e) temporary erosion controls and maintenance throughout all phases of the Project;
- f) maintenance and protection of traffic, including median crossovers, temporary alignments, and temporary signals on Route 116 (if required, due to the selected Respondent's approved design)
- g) quality control for design and construction;
- h) design and construction Project management;
- i) stormwater management systems and drainage modifications;
- j) Environmental Permit application services;
- k) Right-of-Way (ROW) acquisition services (if required, due to the selected Respondent's approved design);
- l) Sub contract related works;
- m) Any work/service required but not listed above in order to complete the Project as intended;

Respondents should note that all work performed on this Project shall be completed using English Units.

The selected DB-Team shall also be responsible for the following:

- Interpretation of existing geotechnical data and evaluations, determining the extent of additional geotechnical data and evaluation required, as well as obtaining and performing the necessary additional information and geotechnical analysis as needed.
- Payments, negotiations, agreements and scope of work between the DB-Team and the respective utilities.
- Any additional survey required to complete the Project.
- Preparation of all necessary environmental permit applications for review and approval by RIDOT. RIDOT will officially file and submit the applications to the environmental agencies for their review/approval. RIDOT will not be responsible for any costs or time delays due to the acquisition of environmental permits.
- The Base Technical Concept, as shown on the BTC Plans, does not require any right-of-way outside the State Highway and Town Layouts. No temporary easements, permanent easements or land takings are

necessary for the BTC design. If the DB-Team's final design requires additional right-of-way, the DB-Team shall work with RIDOT to secure the necessary rights. No schedule or cost modifications will be accepted as a result of securing additional right-of-way. Additional right-of-way will not be secured by RIDOT for the purpose of construction staging or lay down areas.

QC SERVICES: The DB-Team will be responsible for providing quality control (QC) plans for design, inspection, sampling, and testing for all materials manufactured off-site, excluding the items listed below:

- Piping (concrete, steel, aluminum and high-density polyethylene) for culverts, storm drains and underdrains
- Precast Concrete Drainage Structures
- Asphalt Concrete Mixtures
- Aggregate (dense and open graded mixes)

The Respondent will be responsible for providing Construction Quality Control at the Construction Contractor level and for providing a complete Quality Control program for all engineering and design. The Construction Quality Control function is to assess and adjust design, production and construction so as to control the level of quality being produced in the Project. The purpose of QC is to measure those quality characteristics and to inspect those activities that affect the production at a time when corrective action can be taken to substantially decrease the likelihood that appreciable non-conforming material will be incorporated in the Project.

The Construction Acceptance Testing will be performed by RIDOT or their consultant. The Construction Independent Assurance will be performed by RIDOT staff.

2.2 Selection Process

Respondents are advised that the evaluation and selection of an **APPARENT BEST VALUE RESPONDENT** to provide the requested services will be done through a **one-step procurement process** defined as follows:

The RFP response requested will entail **ONE (1)** simultaneous submission including a **TECHNICAL** proposal along with a **separately sealed** envelope containing the **PRICE PROPOSAL** for RIDOT's evaluation and final selection recommendation.

Submittals received must be in accordance with guidelines as outlined in this RFP and the State's General Conditions of Purchase which can be accessed online through the *Rhode Island Vendor Information Program*, or "RIVIP" as it is known at:

<http://www.purchasing.ri.gov>

All Respondents are advised to review all sections of this RFP thoroughly and to follow the instructions carefully. Failure to make a complete submission as described elsewhere herein may result in rejection of Bidder's submission.

As this is a single step process and a relatively straightforward scope of work, it is not the intent of RIDOT to have a formal Alternative Technical Concept review process for this project. However, prospective DB-Teams are free to include in their proposal alterations or changes to the BTC that provide benefit (cost/schedule savings) for the project. These changes must be demonstrated to provide equal or better value than the BTC.

2.3 Project Milestone Schedule

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

Advertise RFP	March 23, 2018
Deadline for Questions & Comments	June 6, 2018 @ Noon
Proposal Submission Date.....	June 15, 2018 @ 11:30 AM
Evaluate Technical Proposals (Score and Rank)	July 15, 2018
Open Price Proposals	July 22, 2018 (Estimated)
Notice of Tentative Award	July 29, 2018 (Estimated)
Design-Build Contract Execution	August 15, 2018 (Estimated)
Notice to Proceed.....	August 31, 2018 (Estimated)
Substantial Completion	October 15, 2020
Project Completion	In accordance with the Rhode Island Standard Specifications for Road and Bridge Construction, amended May 2016, with all subsequent revisions

Respondents are on notice that any earlier completion date(s) identified by Respondent in response to this RFP will be deemed by RIDOT as the contractual completion date(s) for this Project. Liquidated damages shall be based on the Schedule of Liquidated Damages in Standard Specification Section 108.08. The rate for liquidated damages shall be **\$3,700** per Calendar Day.

2.4 Online Proposal Questions

There will be NO point of contact at RIDOT who will directly answer questions either in person, through e-mail, or by telephone.

Any pertinent questions subsequent to this solicitation must be posted at RIDOT’S “*Bidding Opportunities*” web page accessible at: <http://www.dot.ri.gov/contracting/bids> and follow the link to “?” to submit questions for this solicitation. Interested parties must disclose their name/company affiliation along with posted inquiry; responses to questions submitted for the subject Project will also be posted under the same questions menu.

A determination will be made by RIDOT, in coordination with the RIDOA/ Division of Purchases, whether an addendum will be required. The Q & A Forum will disable ***NINE (9) FULL CALENDAR DAYS*** prior to the due date for this Project. **Therefore, questions will not be accepted after Noon on June 6, 2018.**

2.5 RFP Documents

All Plans, Special Provisions, Reports, etc. are provided for reference use only. The BTC was developed to represent RIDOT preferences and to establish the minimum baseline requirements that must be equaled or exceeded by the DB-Team. All DB-Teams acknowledge by receipt of such plans that they explicitly understand that while these plans have been advanced to the level shown by RIDOT, the DB-Team will be required to provide a final, complete project design that is stamped and sealed by its own designer of record, for review and approval by RIDOT and possible third parties. RIDOT makes no representations as to the accuracy or completeness of information contained in any documents not obtained from RIDOT, and will not be responsible in any way for a DB-Team's reliance on or utilization of the contents of such documents. The DB-Team shall perform supplemental testing, data collection, borings, etc. as necessary. The DB-Team shall be responsible for providing updated survey as required for the design following completion of the projects listed in Part A, Section 2.1 of this RFP.

The documents included in this RFP (collectively the "RFP Documents") consist of the following:

- RFP Containing:
 1. PART A – INSTRUCTIONS FOR RESPONDENTS
 2. PART B – PROJECT TECHNICAL REQUIREMENTS
 3. PART C – PRICE PROPOSAL FORM
 4. REQUIRED FORMS

- Provided on Disc:
 5. PART D – APPENDICES
 - A: BTC Documents
 1. BTC Plans
 2. BTC Job Specific Specifications
 - B: Existing Information
 1. Existing Plans
 2. Bridge Inspection Reports
 3. Traffic Data
 4. Utility Information
 5. RIDOT Stormwater Consent Decree
 6. Geotechnical Reports
 7. Environmental Information
 - C: Project Plans and Specifications
 1. Toll Gantry Plan - RhodeWorks Toll Facilities – Design, Build, Operate, & Maintain (Location 11) [*draft version*]
 - D: BTC AutoCAD Files

Respondents shall base their Proposals on the terms and conditions of the Design-Build Contract included in RFP. The D-B Contract will include all RFP Documents, all documents referenced within the RFP Documents, all Addendums, and the selected Proposal.

Respondents are hereby notified that the following list of Standards shall be utilized and applied by the DB-Team:

- The State of Rhode Island Standard Specifications for Road and Bridge Construction, amended May 2016, with all subsequent revisions
- The Rhode Island Standard Details, 1998 Edition, with all revisions (thru May 2015)
- The Rhode Island Bridge Standard Details, 2015 Edition, with all revisions
- The Division of Purchases Procurement Regulations Adopted December 2010
- Additional RIDOT, FHWA, and AASHTO standards as listed in Part B of this RFP.

Addenda to the RFP Documents, if any, will be posted at the RIVIP's website at www.purchasing.ri.gov.

2.6 Deviations from the RFP Documents

If awarded the Design-Build Contract, a Respondent will be obligated to meet all of the requirements of the RFP Documents. If a Respondent would like to modify any requirement of an RFP Document, it shall notify RIDOT of such proposed modifications or conflicts. If RIDOT is willing to modify a requirement, RIDOT will issue an Addendum as appropriate, provided however, that: (a) RIDOT 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 RIDOT and set forth in an Addendum.

Respondents may provide in their Proposals, any betterments and/or exceptions to any aspect of the RFP Documents, including, but not limited to the technical requirements of the RFP Documents. Such exceptions to the RFP Documents are intended to include: (a) issues associated with the proposed Design-Build Contract; and (b) variations with the design requirements in the RFP Documents. Notwithstanding the above, Respondents are on notice that RIDOT is under no obligation to accept any exception and/or qualification, and RIDOT specifically reserves the right to require the Successful DB-Team to strictly conform with all requirements of the RFP Documents.

3.0 ADMINISTRATIVE REQUIREMENTS, GENERAL INSTRUCTIONS AND NOTIFICATIONS

All Respondents MUST register online at the RIVIP'S Internet website at www.purchasing.ri.gov.

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

All Respondents must submit a W-9 to be completed and signed by the authorized agent of your Firm. The W-9 for may be downloaded at www.purchasing.ri.gov.

PART A – INSTRUCTIONS FOR RESPONDENTS

Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP help desk for technical assistance. Office Hours: 8:30 AM – 4:00 PM, Monday through Friday.

The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.

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

Respondents must provide evidence that the Respondent is registered with the State of Rhode Island Contractors' Registration and Licensing Board is required under RI Gen Laws 5-65-19. A copy of the current registration is required. The Contractor shall comply with all Rhode Island Vendor Certification Requirements.

The Respondent shall provide evidence that the LEAD DESIGNER is licensed to practice engineering in the State of Rhode Island in accordance with Chapter 5-8 of the Rhode Island General Laws. A copy of the **current Rhode Island Certificate of Authorization FOR THE FIRM and current Rhode Island registration(s) FOR THE INDIVIDUAL(S)** who would perform the specified engineering services required **MUST BE INCLUDED WITH THIS SUBMITTAL.**

The State Board for Design Professionals can be contacted as follows:

Board for Design Professionals
1511 Pontiac Avenue
Building 68-2
Cranston, RI 02920
Telephone: (401) 462-9592
Fax: (401) 462-9532
Website: www.bdp.state.ri.us

Pursuant to Section 7-1.2-1401 of the Rhode Island General Laws, no FOREIGN CORPORATION has the right to transact business in this State until it has procured a certificate of authority from the Office of the Secretary of State (401) 222-2357. **IF APPLICABLE, A COPY OF RESPONDENT'S CERTIFICATE OF AUTHORITY MUST BE PROVIDED PRIOR TO CONTRACT AWARD.**

The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d – 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.

Services provided by the successful Respondent - and if applicable any sub-contracts generated through this Contract - shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The successful Respondent shall carry out applicable requirements of 49 C.F.R., Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate

Joint Ventures will be permitted, provided a Joint Venture Agreement is included in the TECHNICAL proposal which clearly identifies the entities which comprise the Joint Venture and the Officers of the Joint Venture. Agreement documentation must also be included if Respondent is structured as a **Corporation, Limited Liability Company, General Partnership, Limited Partnership or other form of organization.**

Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.

Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island.

Respondents must possess a working familiarity with the guidelines outlined in the *Rhode Island Standard Specifications for Road and Bridge Construction, amended May 2016*, and subsequent revisions, which is currently available on-line @ www.dot.ri.gov, as well as all applicable RIDOT Department Policy Memos (DPMS) and RIDOT Memorandums To All Consultants (TACs).

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

All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.

3.1 DBE and OJT Requirements

Disadvantaged Business Enterprises (“DBE”) and Training.

This Project has been assigned a total of **TEN PERCENT (10%)** Disadvantaged Business Enterprise (DBE) participation goal for “construction qualifying work,” and **TEN PERCENT (10%)** for “consultant qualifying work” with Rhode Island certified firms during design and construction of the project. DBE participation shall consist of concerted efforts by the Respondent as part of its affirmative action responsibilities to include DBE Firms on Federal-Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO). In order to comply with this requirement, the Respondent is required to complete the **Schedule of Participation by Disadvantaged Business Enterprises (DBE) Form** and provide completed

DBE Letter(s) of Intent to Perform from each proposed DBE subcontractor along with a copy of the proposed subcontractor’s current RI state certification letter(s) to be **INCLUDED IN THE TECHNICAL PROPOSAL**. DBE certifications must be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability.

The Schedule of Participation by Disadvantaged Business Enterprises (DBE) Form shall be submitted in the Technical Proposal with only the percentage field completed. Dollar values shall not be included.

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

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

TRAINEES

The DB Team must also provide a written statement in the Technical Submission, by an authorized representative of the DB Team, that the DB Team will develop and maintain a continuous on-the-job-training (OJT) program achieving the required Training hours. If the Respondent is selected for the Project, they must possess a RIDOT approved OJT Program prior to award.

The Trainee hours for this Project are **1,300 hours** for reimbursement.

3.2 Insurance/Bonding

Bid Bond - In accordance with the State’s Amended Procurement Rules & General Conditions of Purchase, effective December 2011, cited under Section 12.102.06 “Proposal Guaranty” the separately submitted **technical proposal** will not be accepted or considered unless accompanied by a guaranty in the form of an original **FIVE PERCENT (5%) BID BOND** made payable to the State of Rhode Island. Bid bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the Department of Treasury, Fiscal Services, Circular 570 (Latest revision published by the Federal Register).

Insurance – The Lead Designer must provide evidence of Professional Liability Insurance minimum \$1 million, Valuable Papers Minimum \$150,000; and Worker’s Compensation Insurance must also be provided by the DB-Team.

4.0 SUBMISSION REQUIREMENTS

This section describes specific information that must be included in the Technical and Price Proposals as well as format and submission requirements.

Respondent will simultaneously submit a two-part Proposal, with each part submitted in separately sealed packages:

The Technical Proposal will consist of the information required in Section 4.2 below and will be submitted in a sealed package separate from that submitted for the Price Proposal.

The Price Proposal will consist of the information required in Section 4.3 below and will be submitted in a sealed package separate from that submitted for the Technical Proposal. The Price Proposal will not be opened until the Technical Proposal has been evaluated and scored pursuant to Section 5.1 below.

4.1 Due Date, Time and Location

Upon review of the Request for Proposal, (RFP), requested documentation should be submitted to the Division of Purchases by the specified deadline to the address listed below. RIDOT requires that the **TECHNICAL PROPOSAL** submission be submitted not only in hard copy form but also on CD-ROM. A Clearly labeled CD ROM should be attached to the inside cover of each TECHNICAL PROPOSAL (original and copies) submission. RIDOT requires that the electronic version of said TECHNICAL PROPOSAL be submitted in Adobe PDF format.

TECHNICAL PROPOSAL (“Original” plus FIVE (5) copies) and a *separately sealed* PRICE PROPOSAL (“Original” plus FIVE (5) copies) are to be submitted simultaneously. Requested submission documents are to be either mailed or hand delivered in a sealed package marked: **BID #7592653 DESIGN/BUILD Services for the Replacement of Route 146 (Louisquisset Pike) Bridge No. 027601 over Route 116 (George Washington Highway), Lincoln, RI by June 15, 2018 no later than 11:30 A.M.** to:

BY COURIER OR MAIL:
RI Department of Administration
Division of Purchases (2nd floor)
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above referenced due date and time will not be considered.

Besides the RIVIP Bidder Certification Form (**all 3 pages**), as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following SEVEN (7) FORMS be completed by the Lead Designer and Lead Contractor and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and will be made part of the contract documents.

- DEBARMENT FORM: Must be completed and signed by an authorized agent of the Lead Designer and Lead Contractor.
- LOBBYING FORM: Enter known project information on PAGE 1 (DESCRIPTION etc.); The Lead Designer and Lead Contractor must complete FORM and submit signed by an authorized individual.
- CONFLICTS DISCLOSURE STATEMENT: In line with directions stated, completed FORM(s) must be signed and submitted accordingly by the Lead Designer and Lead Contractor.

PART A – INSTRUCTIONS FOR RESPONDENTS

- ANTI-COLLUSION CERTIFICATE: Must be completed and signed by an authorized agent of the Lead Designer and Lead Contractor.
- CERTIFICATION FOR TITLE VI ASSURANCE: Must be completed and signed by an authorized agent of the Lead Designer and Lead Contractor.
- DBE SPECIAL PROVISION: Must be completed and signed by an authorized agent of the Lead Designer and Lead Contractor.
- W-9 FORM: Must be completed and signed by an authorized agent of the Lead Entity ONLY. The form may be downloaded at www.purchasing.ri.gov.

ALL FORMS (Except W-9) MUST BE COMPLETED AND COPIES SUBMITTED ALONG WITH EACH TECHNICAL PROPOSAL SUBMISSION. (“ORIGINAL” & COPIES). PLEASE NOTE, FOR W-9 FORM ONLY, ONE (1) UNBOUND “ORIGINAL” COPY IS REQUIRED AT TIME OF SUBMISSION. COPIES OF W-9 NEED NOT BE INCLUDED IN INDIVIDUAL PROPOSAL SUBMISSIONS.

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

4.2 Proposal Format & Organization

Proposals shall follow the requirements, format and organization described below. Submittals that do not follow the format prescribed below may be considered non-responsive and may be eliminated from further consideration.

Format:

The Technical Proposal shall follow the following format:

- All Proposals (original and copies) shall be bound.
- Proposals shall be printed on 8½”x11” white paper with left and right margins of one inch. (Drawings, charts, exhibits or graphical information may be provided in 11”x17” format (folded to 8½”x11”) – not counting against the page limitation.)
- The Proposal shall use Times New Roman font with a minimum size of eleven points.
- The Proposal shall adhere to a maximum page limit of 20 pages typed on one side only. Required Forms and other items shall be contained in appendices which will not count toward the 20 page limit. **(RIDOT will remove and discard all pages in excess of the stipulated page limit.)**
- Tabs shall separate sections with the sections corresponding to the order set forth in below. Tabs do not count toward the page limit.
- Provide page numbers in the lower right hand corner of each page. (For the 20 page portion of the proposal, not Appendices.)

PART A – INSTRUCTIONS FOR RESPONDENTS

- Starting with Section 1, all proposal pages should be numbered sequentially. Dividers do not need to be numbered.

Organization:

The Technical Proposal shall follow be organized as follows:

COVER

LETTER OF TRANSMITTAL

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SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – RELEVANT FIRM EXPEREIENCE AND REFERENCES

SECTION 3 – KEY STAFF AND TEAM ORGANIZATION

SECTION 4 – TECHNICAL CRITERIA

Design Concept

Design Management

Quality Control

Construction Management

Schedule and Cost Control

**Included
in 20-page
limit**

APPENDICES

Appendix A – **Forms and Evidence**

RIVIP Certification Cover Sheet

Bid Bond and Insurance

Required Forms

DBE Schedule and Commitment

OJT Acknowledgement and Statement of Intent

Foreign Corporation Certificate of Authority (If Applicable)

Evidence of Errors and Omissions Insurance (Lead Designer)

SF330 for Lead Designer and

copy of RI PE License and Certificate of Authorization (for the firm)

Appendix B – Supplemental Contractor Qualification Materials (Resumes, organization chart, etc.)

Appendix C – Detailed Project Schedule

Appendix D – Drawings

Appendix E – Copy of RFP and All Addendums or acknowledge receipt

Additional Appendices can be included by the DB-Team

4.3 Price Proposal

Respondent shall specify on the Price Proposal Form, the total Proposal Price, in both numbers and words. The price shall be broken out into the associated cost for each line item set forth in the Price Proposal Form.

Respondent shall provide a schedule of values for the Price Proposal. This schedule of values shall identify the material quantities and costs of each major work task based on, but not limited to, the items listed in the Price Proposal. The value associated with each work task shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind.

Respondent shall submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work.

Respondent shall include within the separately sealed Price Proposal package, a Public Copy of the Price Proposal in accordance with State of Rhode Island Purchasing Regulations.

4.4 Withdrawal of Proposals

A proposal may be withdrawn at any time prior to the Proposal Due Date by means of a written request signed by the authorized representative of the Proposer. Such written request shall be delivered to the RI Department of Administration at the address cited in Section 4.1. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the time due on the Proposal Due Date. No Proposal may be withdrawn at or after the time due on the Proposal Due Date.

4.5 Letter of Transmittal

Respondents shall provide a Letter of Transmittal on the Respondent's letterhead signed by an authorized representative (i.e. an owner, officer or other agent of the firm) and shall be the contact point for all communications from RIDOT related to the RFP or the Project, of the Respondent's organization. The Letter of Submittal shall also include the following:

- Provide the NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the DB-Team, including Sub-Contractors and any proposed DBE Firms, identifying the indicated role of each participant included in the Technical Proposal. Include the identity of the LEAD CONTRACTOR so-called, which shall be responsible for guaranteeing the delivery of the PROJECT on time and on budget in accordance with the contract provisions.
- Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the DB-Team PRINCIPAL CONTACT(S). The DB-Team principal contact(s) must remain constant throughout the life of the PROJECT. RIDOT must be informed of any changes in personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate this agreement.
- Identify the team members who will undertake **financial responsibility** for the PROJECT and describe any liability limitations. If the DB-Team is a Joint Venture, Limited Liability Company or partnership, describe the **bonding approach** that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the PROJECT. If the DB-Team 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 DB-Team to do business in the State of Rhode Island.

4.6 Table of Contents

Provide a Table of Contents that identifies all sections of the proposal, including Appendices.

4.7 Executive Summary

Each Respondent shall submit an executive summary with its Technical Proposal. The executive summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposal and its ability to satisfy the requirements of the PROJECT. The executive summary shall not include any pricing information.

4.8 Relevant Firm Experience

The Respondent shall provide a description of each DB-TEAM Member’s experience, particularly with respect to experience similar to this PROJECT with a particular focus on the ability to deliver such on time and on budget. Identify and describe relevant projects with a construction value of a minimum of \$5 million or more completed in the past ten (10) years which demonstrate adequate experience in the following:

- Design-Build experience on bridge and highway projects;
- Bridge and highway projects performed for RIDOT;
- Construction using Prefabricated Bridge Components;
- Maintenance and Protection of Traffic on divided highways of comparable scale to this project;
- Relevant and verifiable evidence of good performance or lessons learned from previous projects and how these will benefit this project.

For each project, provide project name, owner’s name, address, principal contact with current phone number and email address, dates of design/construction, construction value and description of the work involved.

4.9 Technical Proposal

4.9a Respondent’s Qualifications

KEY PERSONNEL

Provide an overview of proposed project staffing and furnish an organizational chart showing the “chain of command” and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the project. Additionally, furnish a narrative describing the functional relationships among participants listed on the organizational chart.

At a minimum, the following key personnel performing the functions described below shall be identified and summary resumes provided. These personnel can be replaced following award, but any replacement, at the time they are assigned to the role, shall meet all of the qualifications included herein.

- **Design-Build Project Manager** – This individual will be responsible for the overall Project design, construction, quality management and contract administration for the Project. Provide relevant licensing, registration(s), certification(s) and training for this individual.

- **Quality Control Administrator** – This individual shall be responsible for the overall QC system as established by the DB-Team’s Quality Control Plan. The QA Administrator shall be a registered, licensed, Professional Engineer in the State of Rhode Island. The QC Administrator shall work directly with the Design and Construction QC Managers to ensure that all required QC procedures are being adhered to. The quality of the design and quality of all materials and construction workmanship is the responsibility of the QC Administrator. The QC Administrator will coordinate all QC issues directly with RIDOT.
- **Design Manager** – This individual will be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents and applicable design standards. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Structural Lead** – This individual will be responsible for the structural design including all structural calculations, bridge drawings and associated specifications. This person is also responsible for QC of the structural work. This individual shall have a minimum of 10 years of bridge design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Civil/Highway Lead** – This individual will be responsible for the civil/highway design including all highway calculations, civil plans and associated specifications. This person is also responsible for QC of the civil work. This individual shall have a minimum of 10 years of civil design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Traffic Lead** – This individual will be responsible for the development of maintenance and protection of traffic plans and specifications as well as any associated design calculations. This person is also responsible for QC of the traffic work. This individual shall have a minimum of 10 years of traffic design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Design Quality Control Manager** – This individual will be responsible for implementing all of the design quality control procedures and activities required by the DB-Team’s Quality Control Plan. This includes overseeing the QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, specifications, and constructability for the Project. This individual will report all design related findings to the Quality Control Administrator.
- **Construction Manager** – This individual, who will be required to be on the Project site for the duration of construction operations, will be responsible for managing the construction process including all Quality Control (“QC”) activities to ensure that the materials used and work performed meet the contract requirements and are in accordance with the “approved for construction” plans and specifications. Provide relevant licensing, registration(s), certification(s) and training for this individual.
- **Construction Quality Control Manager** – This individual will be responsible for implementation of all Construction QC procedures and activities as established by the DB-Team’s Quality Control Plan. This individual must: 1) possess a B.S. degree in Civil Engineering; 2) have a minimum of FIVE (5) YEARS of direct oversight of materials sampling and testing activities; this individual must be on the project site on an as-needed basis to perform periodic inspections and formal QC checks throughout the construction

operations period. This individual will report all construction related findings to the Quality Control Administrator.

- **Construction Superintendent** – This individual will be responsible for managing the day to day on-site activities, adhering to the project schedule, labor/equipment/material coordination for all operations, on-site subcontractor coordination and quality control.
- **Safety Manager** - This individual will be in charge of developing a project safety plan for the Project, both inside and outside of the construction area including maintenance and protection of traffic traveling through and adjacent to the construction area. This individual must have a minimum of FIVE (5) YEARS experience in direct charge of project safety.
- **Scheduler** – This individual will be in charge of developing a schedule for the project, monitoring milestones and ensuring that the project stays “on” or “ahead of” schedule. This individual must have a minimum of FIVE (5) YEARS experience in direct charge of schedule development, at least THREE (3) YEARS of which included design-build projects.
- **Environmental Manager** - This individual will be responsible for ensuring compliance with any and all State and Federal environmental regulations, laws, commitments, requirements, permits, approvals and mitigation strategies during design and construction. This shall be inclusive of required inspections and reporting and coordination with the RIDOT Natural Resources Unit. This individual shall have experience working in the glaciated northeast, meet the requirements of a Wetland Professional in accordance with the RI Department of Environmental Managements Freshwater Wetlands Rules and Regulations (Rule 7.06). This individual shall have sufficient scientific experience regarding natural systems, wetland delineation, sediment and erosion control best management practices and features. It should be noted that certain permits require monitoring by qualified professionals; such qualifications may be subject to regulatory agency approval based on education and experience of individual.

The Environmental Manager will also be responsible for coordination with the RIDOT Cultural Resources Unit (CRU) to ensure the PROJECT’s compliance with all State and Federal Cultural Resource laws, regulations and procedures throughout the entire design/build process. This individual must be familiar with all stipulations that result from the cultural resource review process and ensure that all design changes arising after RI Historical Preservation & Heritage Commission approval of final design plans are coordinated through the CRU. In addition, this individual will be responsible for coordinating the review of all required samples, shop drawings, etc. with the CRU.

The Contractor may propose dual roles. However, quality control activities shall not be performed by personnel that are responsible for actual design/construction production.

Organizational Chart: Furnish an organizational chart showing the “chain of command” and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the Project. Additionally, furnish a narrative describing the functional relationships among participants listed on the organizational chart (**LIMITED TO ONE (1) PAGE**). The organizational chart and one-page narrative will not apply to the maximum 20-page count.

The Respondent shall provide an affirmative statement that the resources shown or indicated in the Proposal will be available if awarded the Contract. The Respondent shall discuss the current backlog of the Primary

DB-Team Members and their capacity to perform the Project to achieve the Completion Date listed in Section 2.3.

The Respondent shall also explain the differing work locations, where key personnel will be located while working on this project, address how the coordination between the various DB-Team Members and Subcontractors will be managed and explain how the engineering process will be integrated with the construction process.

4.9b Technical Criteria

Respondent shall provide sufficient information to enable RIDOT to understand and evaluate the Respondent's approach to managing, designing, and constructing the Project. The BTC shall be used as the basis for the Technical Proposal/Approach.

The Technical Proposal/Approach shall identify the level and quality and the expected useful life of each of the constructed facilities, and shall identify the performance criteria against which each aspect may be measured. Proposers are advised that the minimum design life for bridges is expected to be 75 years. When appropriate, design calculations shall be included with the proposal.

At a minimum, each Proposal shall respond to the following requirements:

DESIGN CONCEPT: Respondents shall provide specific information relative to their concept to allow a detailed review of the design and construction approaches to the Project. The Respondent shall also demonstrate how they will satisfy the Technical Requirements for the project that are outlined in Part B of this RFP. At a minimum, the following information shall be provided:

1. Provide typical highway plans including: (a) typical roadway sections; (b) proposed roadway profiles; (c) proposed general plan showing proposed work limits.
2. Provide a description of the structural concept for the bridge structure proposed. At a minimum, include 11"x17" copies of a bridge plan view, typical bridge section, elevation view and construction sequence plans/sections. Outline conceptual solutions for any complex problems that are identified.
3. Provide a description of the maintenance and protection of traffic scheme and provide plans and cross sections for Route 146 and Route 116 illustrating the required traffic management necessary for the bridge replacement.
4. Describe the Respondent's understanding of what utilities are believed to be in conflict with the proposed construction and which will need to be relocated. Also describe the proposed approach to relocating and/or protecting the existing utilities including the approach to coordinating with the utility owners and the means by which the DB-Team will develop the necessary agreements with the various utility owners.
5. Describe the approach to coordinating the bridge reconstruction work with the overall project staging and other project constraints (i.e. utilities.)
6. Describe the approach to the design and construction of temporary stormwater management during construction.

7. Describe the construction approach for the major components of the work including staged bridge demolition, staged substructure construction, and staged superstructure construction.
8. Describe how the proposed construction and traffic management approaches will meet the proposed schedule.
9. Describe the Respondent's plan to coordinate with the public including how planned construction operations will be communicated to the public, communities, other stakeholders and agencies.
10. Describe Respondent's plan to identify, coordinate and address all applicable Federal and State environmental laws and regulations **including, but not limited to** the following: RIDEM Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act, RIDEM Water Quality Regulations, RIDEM RI Pollutant Discharge Elimination System (RIPDES) General Permit for Stormwater Discharge Associated with Construction Activity, RIDEM RIPDES Remediation General Permit, RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, RIDEM Fish and Wildlife, Army Corps of Engineers (ACOE) State of Rhode Island Programmatic General Permit.

DESIGN MANAGEMENT: Describe the approach to the Project design development. Describe the major factors that were considered to control the ultimate design approach and why the DB-Team deemed they were important. Describe previous project experience where similar design management was successfully implemented. Provide the following:

- Describe the plan for the coordination of all required disciplines (civil, structural, traffic, etc.);
- Describe the design process and staffing structure;
- Describe how design personnel will interface and coordinate with construction personnel;
- Describe how each design package will be integrated into the construction plans to ensure consistency, timeliness and quality;
- Describe how the design and plan reviews will be coordinated with RIDOT and other stakeholders.

QUALITY CONTROL: Include a narrative describing Respondent's general approach to quality control during design and construction, including but not limited to:

1. A brief narrative explaining the process for developing the Quality Control Plan and the approach to implementing Design QC and Construction QC.
2. A description of how the quality control function will be organized, including the names of the Quality Control Administrator, Design Quality Control Manager and Construction Quality Control Manager.
3. A description of how the Quality Control Plan will operate, including how it will interface with the DB-Team's organization and RIDOT.

4. A detailed summary of Respondent’s proposed Design and Construction Quality Management Plans.
 - RIDOT’s construction independent assurance for this project will be limited. Describe how the Respondent will address deficiencies or trends indicating declining quality. Identify specific steps the DB-Team will take to ensure that quality deficiencies result in increased QC efforts by the Respondent, and will not require additional RIDOT oversight. Choose one critical test item and provide a specific example.
 - For Accelerated Bridge Construction components, the DB-Team shall demonstrate the competency of its QC personnel to control quality throughout the design, fabrication and installation of these elements. The Respondent shall also demonstrate previous successful experience with such technology/construction methods on previous projects.

CONSTRUCTION MANAGEMENT: Describe the Respondent's construction management organization. Provide a brief narrative description of the proposed plan for performing the construction of the Project. At a minimum, provide the following information:

1. A listing of those categories of work that Respondent anticipates will be performed by its own direct labor force (Respondent shall perform at least forty percent (40%) of the construction work) and those that will be performed by other team members, including subcontractors.
2. A construction organization chart for the Project, showing the relationships between functions shown on the chart and the functional relationships with Subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments to enable optimum construction performance.
3. A description of how the construction management will integrate the design and approval effort, shop drawing approval, the procurement effort, the determination of final construction staging and traffic management, identification and resolution of constructability challenges and the coordination of the construction activities within the defined project schedule.
4. A description of the Respondent's plans and procedures to ensure timely deliveries of schedule critical materials to achieve the Project Schedule.
5. Coordination with federal, state and local agencies, local emergency response providers, local maintenance workers (including snow and ice removal workers), utility owners, and local municipal and county governments. Identify the person(s) who will have lead responsibility for agency coordination.
6. The Respondent shall demonstrate that they have the experience in successfully delivering projects with similar scope and complexity and demonstrate the applicability of work history and lessons learned to this Project. The Respondent Team will demonstrate the skills and experience necessary to provide a safe work environment. The Respondent shall provide a description of their safety training program and how it will be implemented.
7. A description of the Respondent's plan for minimizing disruptions to road users and stakeholders.
8. A description of the Respondent's plan to communicate the construction activities to the Public, communities and other agencies.

9. The location for temporary facilities, construction entrances, haul routes, staging and storage areas, stockpile areas, cranes, erosion/sediment control, and construction fencing.

SCHEDULE AND COST CONTROL: Provide an explanation of the Respondent's approach to quantity estimating and how costs will be controlled. Indicate how the Respondent will maximize and maintain quality at the lowest overall cost and how price adjustments for any RIDOT directed changes will be minimized.

Also provide a description of the Respondent's intended management system to be used during all phases of the Work to control and coordinate the cost and schedule of the Work. Provide a brief narrative description of the proposed Project approach.

The following work breakdown and project schedule information shall also be provided, which shall include:

1. A Work Breakdown Structure ("WBS"), broken down into work packages, indicating and describing Respondent's work segments, Project phases and major Project activities. The WBS shall be consistent with Respondent's organization and approach to management, as well as to its approach to technical challenges within the Project. Activities within the WBS shall be broken down sufficiently to show construction sequencing and significant Project interrelationships and dependencies, as well as the traffic control concept.
2. A Proposal Schedule, conforming to the WBS set forth in above, which shall include: (a) a narrative description of the proposed Schedule; (b) logic relationships, durations, critical path based on the longest path, interim milestones, and timing of the WBS elements for design and construction; and (c) environmental permitting, (d) utility coordination and relocations, and (e) design review by RIDOT. The Preliminary Proposal Schedule to be included with the Technical Proposal shall be developed using Primavera Project Planner (P6) Software. The requirements noted in this section apply exclusively to the Preliminary Proposal Schedule for the Technical Proposal. The successful Respondent's formal Work Schedule (Level A) shall be in accordance with the Standard Specifications.
3. Respondent's understanding of the biggest risks and challenges to attaining the contractual completion dates and what can be done to mitigate such risks and challenges.

4.10 Design/Build Evaluation Committee (COMMITTEE)

A **Design/Build Evaluation Committee (COMMITTEE)** will be appointed by RIDOT comprised of a Chairperson and RIDOT technical personnel (VOTING MEMBERS) responsible for the Project under consideration. The COMMITTEE will be assigned to evaluate and score all proposals until a final recommendation has been determined. The COMMITTEE Chairman will be responsible to present final selection recommendation for Departmental approval. In addition to the appointed COMMITTEE Members, RIDOT may use any appropriate technical resources to provide assistance in evaluating the submittals. Technical resources will act in an advisory capacity only and will not review or score any documentation.

All RFP documents will be treated with extreme confidentiality. Documents will not be accessible to the general public, to Proposers, or to RIDOT employees not involved in the selection process.

4.11 One-Step RFP

DB-Teams are advised that the evaluation and selection of an **APPARENT BEST VALUE RESPONDENT** to provide the requested services will be done through a **one-step procurement process** defined as follows:

The RFP response requested will entail **ONE (1)** simultaneous submission including a **TECHNICAL** as well as a ***separately sealed* PRICE PROPOSAL** for RIDOT evaluation and final selection recommendation.

5.0 EVALUATION PROCESS FOR PROPOSALS

RIDOT will evaluate each Proposal from each Respondent, with such evaluation being based upon the numerical weighting set forth in Sections 5.1 and 5.2 below. The Technical Proposal will have a weighting of sixty percent (60%) of the total score and the Price Proposal will have a weighting of forty percent (40%) of the total score.

Respondents shall be aware that RIDOT 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 by any other means. RIDOT also reserves the right to request additional information from a Respondent during the evaluation of that Respondent's Proposal.

5.1 Technical Proposal Evaluation Criteria

The Technical Proposal will be evaluated qualitatively based upon the following selection criteria. The selection criteria below are intended to be informational, and all information required under the identified Sections will be evaluated.

Selection Criteria	Rating Weight
Key Personnel	5
Relevant Work Experience	10
Design Concept including Organization & Approach	20
Quality Control & Quality Assurance	5
Construction Management (Organization & Approach)	10
Schedule & Cost Control	10
Subtotal	60
Cost Proposal	40
TOTAL	100 points

If the RIDOT Technical Evaluation Committee (TEC) determines that a Technical Proposal does not comply with or satisfy requirements of the RFP Documents, RIDOT may find such Proposal to be non-responsive. In such event, the Price Proposal corresponding to the non-responsive Technical Proposal will not be opened, but will be returned unopened, along with the non-responsive Technical Proposal, to the Respondent.

Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. A review for each criterion will be completed by each TEC member. The total Technical Proposal score for each Respondent will be: (a) the sum of the scores that each TEC member assigns to that Respondent; (b) divided by the number of TEC members, rounded up to the nearest one hundredth of a point. The figure derived from the preceding sentence is to be converted to a 60-point scale, with the product being rounded up to the nearest one hundredth (0.01) of a point.

5.2 Price Proposal Evaluation Factors

Price Proposals will be scored and ranked as follows:

1. The Respondent submitting the lowest Price Proposal will be awarded the maximum number of points, forty (40).
2. The next-lowest Price Proposal will be awarded points based on the product of: (a) the ratio of the lowest Price Proposal divided by the next-lowest Price Proposal; and (b) forty (40) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded up to the nearest one hundredth (0.01) of a point.
3. The process will continue for each of the remaining Price Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Price Proposal divided by the respective Respondent’s Price Proposal; and (b) forty (40) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded up to the nearest one hundredth (0.01) of a point.

<u>FOR EXAMPLE:</u>	
<u>PROPOSER A</u> = \$1,000,000.00	$\frac{1,000,000.00}{1,000,000.00} \times 40 \text{ MAX} = \mathbf{40.00 \text{ Points}}$
<u>PROPOSER B</u> = \$1, 500,000.00	$\frac{1,000,000.00}{1,500,000.00} \times 40 \text{ MAX} = \mathbf{26.67 \text{ Points}}$
<u>PROPOSER C</u> = \$1,800,000.00	$\frac{1,000,000.00}{1,800,000.00} \times 40 \text{ MAX} = \mathbf{22.22 \text{ Points}}$

5.3 Combining Technical and Price Proposal Scores

Once the **TECHNICAL** Proposal Evaluation is completed and approved at the Department and State levels, RIDOT will read the **PRICE** Proposals and will then proceed to combine the **TECHNICAL** and **PRICE** Proposal scores. The Respondent with the highest **TOTAL** points will be considered the **APPARENT BEST VALUE RESPONDENT**.

The Technical Evaluation Committee will provide a written final selection recommendation defining the **APPARENT BEST VALUE RESPONDENT** for award of a fixed price design-build contract. Pending formal

Departmental acceptance and State approvals, award preparation will commence outlining all contractual requirements and accepted pricing.

At any point during the selection process, Respondents may be required to give an oral presentation to the TEC or to otherwise provide clarifying information needed to properly evaluate Technical Proposals. Respondents must clearly understand that RIDOT retains the option to determine which Respondents, if any, will be invited to make oral presentation or to provide additional information. RIDOT retains the right to reject any or all submittals.

6.0 RIGHTS AND OBLIGATIONS OF RIDOT

6.1 Reservation of Rights

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

- The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by the State of the Design-Build Contract, without incurring any obligations or liabilities.
- The right to issue a new RFP.
- The right to reject any and all submittals, responses and proposals received at any time.
- The right to modify all dates set or projected in this RFP.
- The right to terminate evaluations of responses received at any time.
- The right to suspend and terminate the procurement process for the Project, at any time.
- 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.
- The right to waive or permit corrections to data submitted with any response to this RFP until such time as the State declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 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.
- The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as the State declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- 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 Respondents.

- The right to permit Respondents to add or delete firms and/or key personnel until such time as RIDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- The right to add or delete Respondent responsibilities from the information contained in this RFP.
- The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- The right to waive deficiencies, informalities and irregularities in a Proposal, review and accept a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- The right to disqualify any Respondent that changes its submittal without RIDOT approval.
- The right to disqualify any Respondent that violates any Federal and/or State laws and/or regulations.
- The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.
- The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- The right to use all or part of an unsuccessful Respondent's Proposal.

6.2 Respondent Responsible for all Costs of RFP (No Stipend)

There will be NO monetary stipend offered to Respondents who are not selected to provide the requested services. All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.

All materials received in response to this RFP shall become the property of RIDOT and shall not be returned to the DB-Team.

7.0 MISCELLANEOUS

7.1 Requirement to Keep Team Intact

The team proposed by the Respondent, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified pursuant to Sections 4.2 above, shall remain on the Respondent's team for the duration of the procurement process and, if the Respondent is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the RIDOA. The Department will determine whether to authorize a change. Unauthorized changes to the Respondent's team at any time during the procurement process may result in the elimination of the Respondent from further consideration.

7.2 Internal Control Systems

All Respondents 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.*”

7.3 Energy Conservation

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

7.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

7.5 Clean Air and Federal Water Pollution Control Act

The Respondent agrees:

- It will not use any violating facilities;
- It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”;
- It will report violations of use of prohibited facilities to FHWA; and

- It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollutant Control Act as amended (33 U.S.C. §§ 1251 -1387).

7.6 No Federal Government Obligation to Third Parties

The Recipient and Contractor, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.7 ADA Access

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

7.8 “Anti-Kickback” Prohibitions

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

- a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Financed in Whole or in Part by Loans or Grants for the United States,” 29 CFR Part 3.

7.9 Buy America

The Contractor agrees to comply with 23 CFR 635.410 which provides that Federal funds may not be obligated unless all steel, iron and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

7.10 Federal Equal Employment Opportunity (EEO) Requirements

These include but are not limited to:

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

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

7.11 Termination for Cause and Convenience

108.10 TERMINATION OF CONTRACT.

a. Reasons for Termination

The Department may terminate the entire Contract, or any portion thereof, when the Contractor is prevented from proceeding with the prescribed work for any of the following reasons:

1. An Executive Order of the President of the United States with respect to the prosecution of war; in the interest of national defense; or any civil emergency or natural disaster.
2. An Executive Order of the Governor of the State with respect to a natural disaster or civil emergency.
3. Court orders relating to energy consumption, and orders or injunctions obtained by third party action resulting from national or local environmental protection laws.
4. Discovery of unanticipated archaeological artifacts of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly recovery.
5. Occurrence of an unanticipated environmental situation of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly mitigation.
6. Any other circumstances beyond the control of either the Department or the Contractor that precludes the orderly prosecution or completion of the work and that is in the public interest. The Engineer shall terminate the Contract by delivering to the Contractor a Notice of Termination which shall specify the extent of the termination, the reasons therefore, and the effective date thereof.

b. Termination Procedures

After receipt of a Notice of Termination, and except as directed by the Engineer, the Contractor shall immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause for materials, services, or facilities, except as necessary to complete the continued portion of the Contract).
3. Terminate all subcontracts to the extent they relate to the work terminated.

4. With approval or ratification to the extent required by the Engineer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
5. As directed by the Engineer, transfer title and deliver to the Department the fabricated, partially fabricated, or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Department.
6. Complete performance of the work not terminated.
7. Take any action that may be necessary, or that the Engineer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Department has or may acquire an interest.
8. At the direction of the Engineer, acceptable materials obtained by the Contractor for the Project but which have not been incorporated therein, may be purchased from the Contractor at actual cost delivered to a prescribed location, or disposed of as mutually agreed.

When the Department orders termination of a Contract, or portion thereof, effective on a certain date, all completed items of work as of that date will be paid for at the contract bid prices. Payment for partially completed work will be made either at agreed prices or in accordance with the subparagraph below entitled, "Contractor and Department Fail to Agree." Items that are eliminated in their entirety by such termination shall be paid for as provided in Subsection 109.05; Eliminated Items.

The Contractor shall submit, within 60 days of the effective termination date, a claim for additional damages or costs not covered above or elsewhere in the Contract. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, bidding and project investigative costs, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, subcontractor costs not otherwise paid for, actual idle labor cost if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the original Contract, and any other cost or damage for which the Contractor feels reimbursement should be made. The intent of negotiating this claim would be that an equitable settlement be reached with the Contractor.

In no event will loss of anticipated profits be considered as part of any settlement. The Contractor and the Department may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work performed. The Contract shall be amended, and the Contractor paid the agreed amount.

c. Contractor and Department Fail to Agree

If the Contractor and the Department fail to agree on the whole amount to be paid to the Contractor because of the termination of work, the Department shall pay the Contractor the amounts determined as follows (but without duplication of any amounts agreed upon above):

1. For contract work performed before the effective date of termination, the total of the following:
 - (a) The cost of this work;
 - (b) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the termination portion of the Contract;
 - (c) A sum, as profit on (a), above, determined by the Department to be fair and reasonable; however, if the Contractor would have sustained a loss on the entire Contract had it been completed, the Department shall allow no profit and shall reduce the settlement to reflect the indicated rate loss.
2. The reasonable costs of settlement of the work terminated, including:
 - (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and support data;
 - (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
3. Except for normal spoilage, and except to the extent that the Department expressly assumed the risk of loss, the Department shall exclude from the amounts payable to the Contractor, the fair value, as determined by the Department of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Department or to the buyer.
4. In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (a) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;
 - (b) Any claim which the Department has against the Contractor under this Contract; and
 - (c) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Department.

d. Partial Termination

If the termination is partial, the Contractor may file a proposal with the Department for an equitable adjustment of the price(s) of the continued portion of the Contract. The Department shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Engineer.

e. Records

PART A – INSTRUCTIONS FOR RESPONDENTS

The Department may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Department believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

The Contractor shall maintain and make available all project cost records to the Department for audit to the extent necessary to determine the validity and amount of each item claimed. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Department, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Department, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

f. Contractual Responsibilities

Termination of a Contract or portion thereof shall not relieve the Contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for and concerning any just claim arising out of the work performed.

END OF PART A

INSTRUCTIONS FOR RESPONDENTS