



WASHINGTON BRIDGE #700 DEMOLITION PROVIDENCE

PROVIDENCE / EAST PROVIDENCE,
RHODE ISLAND

Bid# TRFP24004167

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR WASHINGTON
BRIDGE #700 DEMOLITION

REQUEST FOR PROPOSALS

PART 1
INSTRUCTIONS TO PROPOSERS

April 26, 2024

[ADDENDUM No. 2](#)

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION
WASHINGTON BRIDGE #700 DEMOLITION
PROVIDENCE, RHODE ISLAND
DESIGN-BUILD PROCUREMENT
REQUEST FOR PROPOSALS
PART 1 - INSTRUCTIONS TO PROPOSERS**

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APPENDIX A

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A.01 FORMS

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

1.1. Introduction

This document comprises the Instructions to Proposers (ITP), Part 1 of the Request for Proposals (RFP) package, issued by the State of Rhode Island Department of Administration (RIDOA)/Division of Purchases in conjunction with the Rhode Island Department of Transportation (RIDOT), hereinafter referred to as "The State". The RFP solicits competitive Proposals from Design-Build (DB) entities to value engineer the design of the demolition and demolition of the superstructure for the Washington Bridge #700 (the "Project") on a fixed term/firm price basis in accordance with 23 U.S.C. §112 and 220-RICR-30-00-8 Title 220 Chapter 30 §8.11 "Selection of Methods of Construction Contracting Management" of the State Procurement Regulations. The State intends to enter into a contract (the "Contract") with the selected Proposer in a form substantially similar to the Contract stipulations included in Part 3 of this RFP.

Bid# TRFP24004167
BEST VALUE DESIGN/ BUILD Washington Bridge #700 Demolition,
Providence, Rhode Island

DBE GOAL: CONSTRUCTION 7% / DESIGN 10%

TRAINEES: 0 HRS

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

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

There will be no point of contact at RIDOT who will directly answer questions either in person, by email, or by telephone. Questions and answers shall be posted at Ocean State Procures. The web page is accessible through the collaboration tab of the solicitation or by clicking on the action items (three dots) next to the solicitation's name and selecting the "Q&A Center." Questions will not be accepted after the deadline posted with the solicitation. Upon the close of questions, all questions and answers will be posted as an addendum at <https://ridop.ri.gov/vendors/bidding-opportunities> and will be incorporated into the resulting contract. If a Proposer believes that a particular question discloses proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure, the Proposer shall specifically identify and mark the question as such, and it shall be submitted to the email address provided below. Blanket submittal of all questions identified as confidential are not permitted and will be deemed invalid. The specific proprietary information, trade secrets or confidential commercial or financial information shall be clearly identified as such and shall be accompanied by a concise statement of reasons supporting the claim. The State cannot guarantee, however, that any courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential. Proposers must submit questions they consider to be of a confidential nature to:

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

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

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

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

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

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

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

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

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

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

1.4. Basic Terms and Definitions

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

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

Base Technical Concept (BTC): The requirements included in the RFP (the text herein, plans, specifications, references codes and standards, etc.) for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project. The BTC forms the basis of the Technical Proposal submissions.

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

Contractor: An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

Design-Build Entity (DB Entity): An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

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

Qualifications Review Group: A group established by the State to review Statements of Qualifications.

Proposer: An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

RIDOT: The Rhode Island Department of Transportation

RIDOA: The Rhode Island Department of Administration

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

Shall: In the context of this RFP “shall” is used to express a requirement or obligation. It is an imperative command meaning mandatory.

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

Statement of Qualifications (SOQ): A section in the Proposal, developed by the Proposer that outlines the Proposer’s qualifications to execute the final Project design and construct the Project.

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

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

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

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

Section 2. Design-Build Project and Process Overview

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

The State invites Design-Build Teams (Proposers) to submit proposals for the contract ("Contract") for a project (the "Project") that will include the design of the demolition and demolition of the superstructure for the RIDOT Washington Bridge Westbound Bridge #700 in Providence and East Providence, Rhode Island. The award of the Contract will be made, and the performance of the Contract carried out in accordance with what is commonly known as DB method of contracting.

The demolition of the Washington Bridge Westbound will include the removal of the bridge superstructure above the bearings along spans 1 through 18 and spans R1 through R3. The demolition will include the removal of the existing bridge deck, parapets, spandrel facade arch beams, drop in prestressed concrete AASHTO I-beams, post tensioned concrete cantilever beams, steel plate girders, and the Gano Street off-ramp 3 cell non prismatic cast-in-place reinforced concrete box structure. The demolition of the Washington Bridge Westbound superstructure will include the removal of the west abutment approach slab and integral backwall along with the superstructure in span 1.

The demolition of the Washington Bridge Westbound superstructure shall be performed to avoid damage to the existing substructure and the adjacent bridge #200. The DB Entity shall be responsible for any damage caused by their operations and demolition debris to these elements. The existing substructure shall remain in place for the potential repair and reuse in the reconstruction of the Washington Bridge Westbound, which will be performed by others, except as noted below. The multi-column piers supporting spans 15 through 18, piers 14 through 17, shall be demolished above the top of footing. The footings for piers 14 through 17, along with piles, shall be abandoned in-place. The existing substructure to remain includes abutment stems, all foundation elements, wingwalls, and piers not explicitly noted for demolition in the Base Technical Concept (BTC).

The BTC identifies the bridges, demolition limits, stability requirements to be maintained through demolition, and proposed sequence of demolition. The Contractor shall determine the final method and sequence of demolition that meets all of the requirements of the RFP and all design codes, guide and specifications applicable. All work associated with the demolition effort shall be included in this project as part of the Proposal and be included in the Price Proposal.

The demolition of the superstructure of the Washington Bridge #700 has been divided into four groups. The required elements to be demolished in each group is defined in the BTC. A summary of the groups is provided below along with the required milestone completion dates for their demolition. Work can be progressed in each group per the DB Entity's proposed sequence of demolition so long as the milestone completion dates are met. Incentives for early completion of a group ahead of the required milestone date as well as disincentives for delayed completion are defined in the mandatory specifications code 108.1000.

Group	Elements	Required Completion Milestone Dates Schedule
Group 1 – Gano Street Spans	Span 1 and Span 2 Drop-in Beams, Abutment 1 and Pier 1 Cantilever Beams, Abutment 1 Integral Backwall, Abutment 1 Approach Slab	October 11, 2024
Group 2 – West End of Bridge	Drop-in Beams in Spans 3 through 6; Cantilever beams from Pier 2 through Pier 6; Steel Plate Girder Span 7, Reinforced Concrete Box Beam from Spans R1 through R3.	January 29, 2025

Group	Elements	Required Completion Milestone Dates Schedule
Group 3 – East Cantilever Spans	Drop-in Beams in Spans 8 and 14; Cantilever beams over Pier 7 through Pier 13	March 20, 2025
Group 4 – East End of Bridge	Prestressed Girders from Spans 15 through 18; Pier Caps and Columns from Piers 14 through 17	November 23, 2024

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

No traffic is allowed on the Washington Bridge #700 during the demolition of the superstructure. Limits on the construction equipment loading are provided in the BTC. Modifications to the traffic pattern on the Washington Bridge #200 which carries east and west bound I-195 traffic currently, and the closure or detouring of local streets below the Washington Bridge #700 shall be performed in compliance with the Draft TMP provided in Appendix B.

2.2. Summary of the Design-Build Proposal Process

The Best Value Design-Build Procurement process will be a one-step simultaneous process. This RFP is now posted on the State’s purchasing website soliciting Proposers to submit Technical and Cost Proposals. The qualified Proposer that presents the *Best Value* in the judgment of the State will be invited to enter into a contract with the State for design and construction of the Project.

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

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

1. Proposers will be required to submit a description of each DB Entity’s relevant 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 a maximum of 10 relevant projects (limited to one [1] page) with a minimum construction value of \$5 million or more completed in the past ten (10) years which demonstrate adequate experience in the following:
 - **Demolition experience on bridge projects of similar scale and scope;**
 - Design-Build experience on bridge and highway projects of a similar scale and scope;
 - Bridge and highway projects performed for RIDOT or other state transportation or federal agencies;
 - Maintenance and Protection of Traffic of comparable scale to this project;
 - Relevant and verifiable evidence of good performance and 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.

2. Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would perform in Project work. Those identifications will be deemed a binding commitment that if the Proposer should receive the Contract, those identified "team members" will, in fact, play the designated roles in Project

design and construction. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of the State to do so. If a Proposer believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Proposer shall so notify the State in writing, providing details of the proposed change and the reasons for it. The State shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of the State, prove to not meet or exceed the experience and training that the original team member possessed, the Technical Review Group may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.

3. Proposers will be required to submit a price (and a schedule of values) for design and construction of the Project ("Price Proposal"), and the selected Proposer shall place in escrow, as prescribed in Chapter 5 of this RFP, all of the documents ("Price Documents") that it used or consulted in the process of pricing the design and construction of the Project for purposes of making its Price Proposal.
4. Within the time frame dictated by this RFP, the Proposer shall submit a detailed Technical Proposal, as prescribed herein, as to its plans for the design and construction of the Project, and, at the same time, a Price Proposal, each enclosed in a separate, sealed container, as more fully described elsewhere in this RFP. The State will establish a Technical Review Group that will evaluate and score the Technical Proposals according to a predetermined set of weighted criteria set forth in this RFP. The Price Proposals will remain sealed until after the evaluation and scoring of the Technical Proposals.
5. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP by the State, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to the State and the public.

2.3. Proposed Procurement Schedule

The current schedule for the PROJECT is for Substantial Completion by March 20, 2025. Substantial Completion includes but is not limited to, the demolition of bridge #700 superstructure and isolated substructure elements as required by the Contract.

The State currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the State reserves the right to modify this schedule as it finds necessary, in its sole discretion at no additional cost to the State.

Request for Proposals Issued	April 26, 2024
Submit Declaration of Potential Conflict of Interest	May 3, 2024
Conflict of Interest Determinations by the State	May 7, 2024
ATC Submission Deadline	May 29, 2024, by 12:00 pm
Confidential ATC Meetings	Week of June 3, 2024
ATC Determinations by the State	June 7, 2024
Last Date to Submit Questions	June 14, 2024
Technical & Price Proposal Deadline	June 21 ²⁴ , 2024, by 12:00 pm
Apparent Best Value Determination	June 27, 2024
Tentative Award	June 28, 2024
Notice to Proceed	July 24 ¹⁷ , 2024

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

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

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

The State will electronically provide Project-specific reference documents to each Proposer via the State Division of Purchases website <http://www.ridop.ri.gov>. The partial Project-related plans (the "BTC") included in those documents will be for the Proposers' reference use only. All Proposers will be deemed to acknowledge by their receiving of such plans that they understand that while those plans have been advanced to the level of detail shown, the selected Proposer will be required to develop and provide a final, complete Project design based on its Technical Proposal that has been stamped and sealed by its own Designer of record who shall be a licensed Professional Engineer in the state of Rhode Island, after review and approval by the State and possibly by third parties. The Proposer shall understand it will have to make revisions of or additions to the proposed Design in accordance with any comments received during the ongoing plan reviews from the State.

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

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

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

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

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

The RFP does not commit the State to enter into the Contract, even after tentative notice of award of the Contract, nor does it obligate the State to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid by the State, unless and until the State executes a Contract with and issues a Purchase Order to the Proposer.

2.6. Property of the State

All physical materials submitted by a Proposer to the State in response to this RFP will become the property of the State and will not be returned to the Proposer.

2.7. Conflict of Interest and Unfair Competitive Advantage

2.7.1. Conflict of Interest

1. Each Proposer shall require its proposed Team Members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Proposers are notified that prior or existing contractual obligations between a company and Federal or State Agency relative to the Project may present a conflict of interest or a competitive advantage. IF a potential conflict of interest or competitive advantage is identified, the Proposer shall submit in writing the pertinent information by the date specified in Section 2.3, Part 1 of this RFP Proposed Procurement Schedule. This information shall be emailed to the email address listed in Section 1.1, Part 1 of this RFP.
2. The State, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by the State's determination in this matter may result in a proposal being declared non-responsive.
3. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:
 - a. An organization or individual hired by the State, or its Consultants, to provide assistance in the development of instructions to Potential vendors or evaluation criteria for the Project.
 - b. An organization or individual with a present or former contract with the State, or its Consultants, to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential vendors in a timely manner prior to the procurement process.
4. The State reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.
5. The State may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary, the Proposer will be given the opportunity to waive this protection from disclosure. If a Proposer elects not to disclose, then the Proposer may be declared non-responsive.

2.7.2. Proprietary Disclosure

1. If a Proposer has special concerns about information which it desires to make available to the State but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Proposer shall specifically and conspicuously designate that information

as such in its Proposal and state in writing why protection of that information is needed. The Proposer shall make a written request to the State. The written request shall:

- a. Invoke such exemption upon the submission of the materials for which protection is sought.
 - b. Identify the specific data or other materials for which the protection is sought.
 - c. State the reasons why the protection is necessary.
2. Blanket designations that do not identify the specific information will not be acceptable and may cause for the State to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the State by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).
 3. In the event the State receives a request for public disclosure of all or any portion of a Proposal identified as confidential, the State will come to its own determination whether or not the requested materials are exempt from disclosure.
 4. Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Proposer's Proposal, it is the State's intention, subject to applicable law, not to consider a request for disclosure until after the State's selection of the Best Value Design Build (BVDB) Contractor.

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and US DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or cause to be made, a false, fictitious or fraudulent claim, statement, submission, or 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(l) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.7.4. "Anti-Kickback" Prohibitions

1. Certain employee protections apply to all FHWA funded contracts with particular emphasis on construction related contracts:
 - a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

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

2.7.5. Unfair Competitive Advantage

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

1. Firms and individuals may not materially participate (defined as holding a financial interest, assisting in the preparation of a Proposal, or providing one or more of the Key Personnel described in Section 6.6 of the RFQ) in more than one Proposal in response to this RFP;
2. Firms and individuals may not solicit, review, or receive BVDB criteria weighting or evaluation materials prepared by the State or its consultants during the procurement phase, either directly or through an intermediary;
3. Proposers (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the Technical Review Group, or other State representatives involved in the BVDB selection process, except as allowed by this RFP;
4. Current or former employees of the State or its consultants directly involved in preparing this RFP shall not be engaged or employed on this project by proposers for 12 months after these employees have been under the employ of the State or its consultants directly involved in preparing this RFP.

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

2.7.6. Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts shall prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
 - b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors shall submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.
11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
 12. Bid Surety Bond – Vendors responding to this RFP shall furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island in the amount of five (5%) percent of the vendor's cost proposal. An attorney-in-fact who executes a bond on behalf of the surety shall provide a

certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all vendors until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the proposal submission deadline; or (iii) the rejection of all proposals

13. Payment and Performance Bond - The successful vendor shall furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation

Section 3. Base Technical Concept and Alternative Technical Concepts

3.1. General Description of Base Technical Concept

The BTC includes but is not limited to: limits of superstructure demolition, temporary support design criteria, proposed sequence of demolition, and stability requirements during demolition. The major features of the BTC design are as follows:

1. Demolition of the superstructure of bridge #700 while avoiding damage to the existing substructure. The existing substructure shall remain in place for the potential repair and reuse in the reconstruction of the Washington Bridge Westbound, which will be performed by others, except as noted within the BTC.
2. Proposed sequence of demolition is driven by the 13 spans of the bridge #700 that are in a balanced and unbalanced configuration and the significant deficiencies documented regarding the post-tensioning within the cantilever beams and other documented deficiencies.

The documents submitted by a Proposer shall be based on the BTC. Those documents shall include, but not be limited to, the final design and sequence of the demolition of the superstructure of bridge #700, temporary supports required to support demolition activities, method of crushing or demolishing the cantilever beams once removed from the bridge limits, and other demolition activities described in the BTC, or required to construct the BTC. Preliminary calculations used by the Proposer in the development of a Technical Proposal based on the BTC shall be submitted as an appendix to the Proposal. **All Proposals shall meet the requirements of the RFP and incorporate the BTC without any exceptions to or deviations from the BTC, except as relates to a proposed ATC formally accepted by the State.** Part 2 of this RFP contains language for allowable and disallowed ATCs.

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

3.1.1 General Description of Alternative Technical Concept

The State has chosen to use the Alternative Technical Concept (ATC) process in order to enhance innovation, achieve efficiency, and avoid delays/potential conflicts in the design that may arise from deferring Technical Concept reviews until after contract award. These proposed changes (ATCs) shall provide solutions that are equal to or better than the requirements contained herein and do not conflict with criteria agreed upon in the environmental decision-making process. The State's intent in allowing for ATCs is to obtain the Best Value/Best Design for the State. ATCs may be premised on deviations from the technical RFP requirements but shall be consistent with the standards set forth in the RFP and the Contract.

The ATC process allows Proposers to apply, prior to the State's evaluation of Proposals, for approval of proposed alternatives to the BTC or the RFP requirements. The State will not approve any ATC that deviates from the RFP. The Proposer shall certify in any ATC submittal that, after giving the matter its careful and detailed consideration, the ATC is consistent with the requirements of the RFP and the BTC.

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

Proposers may submit no more than ten (10) ATC concepts. A Proposer may request that an ATC apply to more than one structure or element of this Project provided the ATC consists of one concept proposed to be incorporated

consistently into the final design for each element for which it is requested. The Proposer shall identify in the ATC submittal which element of the project the ATC will apply,

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

3.2. Technical Review Group

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

3.3. Technical Support Group(s)

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

3.4. ATC Process

The State encourages innovation on the part of the Proposers in proposing modifications or improvements to the BTC that may result in cost or time savings, improve functionality, or reduce future maintenance. The following sections provide details regarding the process for submittal, consideration, and determination of acceptability.

3.5. Submission of ATCs by the Proposer

If the Proposer wishes to submit an ATC(s), the Proposer must notify RIDOT via the confidential email listed in Part 1 Section 1.2 of this RFP no later than three (3) business days prior to the ATC submission due date. RIDOT will reply with instructions on how to electronically submit ATCs.

The Proposer may submit no more than ten (10) ATCs to be considered for review.

Proposers shall make every effort to submit Initial ATCs as early as practical, but no later than the date established in Section 2.3, to afford the State sufficient time for proper evaluation.

ATC submissions must contain sufficient information for the Group to render an informed determination of the acceptability of the submission. The ATC process shall be managed via SharePoint. Documents shall be marked "CONFIDENTIAL" and include a narrative of each proposed ATC's development, relevant technical information, and drawings/sketches.

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

1. Description of the general configuration of the ATC and other appropriate descriptive information, such as schematic drawings of the configuration of the ATC that may be helpful to the Group in evaluating the ATC.
2. Identification of any locations on the Project site that will be affected by the ATC.
3. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not true deviations, but rather are consistent with the RFP requirements.

4. Identification of any possible design exceptions required by the ATC.
5. Identification of potential conflicts between or among the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
6. Discussion of potential effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic, (2) Railroad coordination, (3) the environment, (4) the interests or activities of the community in the area of the Project Site, (5) safety in the vicinity of the Site, (6) Utility relocations, and (7) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
7. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.
8. Description of any problems, impacts, or negative effects that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits or negative impacts.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses.
11. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison assessment list for the utility relocations required under the BTC.

3.6. Confidentiality of ATCs

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

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

3.7. Confidential ATC Meeting

The State will conduct a confidential ATC meeting with each Proposer that proposes an ATC, in order to discuss each ATC submitted by the Proposer. The Proposer shall bring to each such meeting three (3) hard copies of the Executive Summary related to the ATC(s) it is proposing (See above for requirements regarding the Executive Summary), including any supplemental information, marked "CONFIDENTIAL". If a Proposer is making a PowerPoint presentation at an ATC meeting, a digital copy of the presentation must be left with the Group at the end of the meeting. The State will provide a computer, and monitor for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and monitor at the meetings, if they wish to do so.

RIDOT technical staff representing the various Managing Sections within the Department will assemble in-person at the RIDOT Headquarters (2 Capitol Hill, Providence, RI) for the confidential ATC interview meeting(s). The Proposer's project leads shall appear in-person with the Technical Review Group, with any additional attendees attending remotely via Microsoft Teams.

3.7.1. MEETING PURPOSE

The goal of the confidential meeting(s) is to provide the State with an overview of the Proposer's ATC(s). The meeting will offer the Proposer the opportunity to present up to ten (10) ATCs within a maximum of two (2) hours and zero (0) minutes. Proposers should be prepared to answer the State's questions, which will focus solely on the proposed ATC(s) and which will be limited to clarification of each ATC and its possible ramifications. No specific financial information shall be disclosed or discussed in these meetings. At this meeting, there shall also be a technical presentation of what change(s) to the BTC would result from implementation of each proposed ATC. At a minimum, the presentation shall discuss the following topics:

1. Description of the general configuration of the ATC and other appropriate descriptive information.
2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.
3. A list of the Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the Proposer believes that proposed, seeming deviations from the requirements are not truly deviations from them, but rather are consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other Project scheduling benefits.
8. Descriptions of any safety or other Project risks that would or might be created or mitigated by implementing the ATC.
9. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.
10. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC.
11. Identification and discussion on potential benefits the ATC on reducing railroad coordination.

3.7.2.MEETING GUIDELINES

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

Proposers' Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). Persons attending the ATC meetings will be required to sign an agreement to abide by the foregoing rules; said document will also serve to identify all meeting participants. The Proposer shall bring a copy of the signed document (s) to each such meeting thereafter.

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

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

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

As soon as is practicable, but no later than the date provided in Section 2.3 Proposed Procurement Schedule, after the ATC Submission or ATC meeting(s) with a given Proposer, the State will notify the Proposer that the State has made one of the following determinations with respect to each proposed ATC:

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

Information to be included in the Proposer's Technical Proposal on approved ATCs:

1. Description of the general configuration of the ATC and other appropriate descriptive information.
2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.
3. A list of the Project Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not deviations, but rather consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Discussion of effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic; (2) navigational channel; (3) the environment; (4) the interests or activities of the community in the area of the Site; (5) safety in the vicinity of the Site; (6) Utility Relocations, and (7) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
8. Description of any additional problems that may be caused by implementing the ATC.

9. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other scheduling benefits related to the Project.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses (if applicable).
11. Any design calculations requested by the State that support the safe and otherwise beneficial use of the ATC.
12. Descriptions of the long-term durability of portions of the Project construction that would be affected by implementation of the ATC.
13. Descriptions of any safety or other risks to the goals of the Project that would or might be created by implementing the ATC.
14. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.
15. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis, if required.
16. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC

Written approval of an ATC and subsequent acceptance by the D/B team will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and the State will not grant the Contractor any additional Contract time in which to complete the Project, nor will the State adjust the Contract compensation, regardless of when the ATC's implementation proved to be infeasible. RIDOT will also not grant the Contractor any additional Contract time in which to complete the Project, nor will the State adjust the Contract compensation for any changes that become necessary to other elements of the project as a result of the implementation of an ATC.

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

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

The BTC, as modified by incorporation of any ATCs approved by the State or any other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal, will be considered to contain the

requirements for the Proposer's design and construction of the Project. Prior to award of the Contract, the selected Proposer shall confirm and certify in writing to the State that it intends to design and construct the Project in accordance with its Technical Proposal. If the selected Proposer's Technical Proposal conflicts with either the Technical Provisions or the Terms and Conditions of the RFP, the RFP documents take precedence.

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

4.1. General Format of Proposals

The Proposal, comprised of the separately uploaded Technical Proposal and the Cost Proposal, must contain sufficient substance and clarity to give the State a clear and ample understanding of the Proposer's qualifications, capabilities and resources and of the Proposal's particulars and potential benefits for the State. The Technical Proposal shall consist of text, drawings, graphs, photographs and tables, as required below or as needed in order to describe clearly the Proposer's intended approach to designing and constructing the Project. The Cost Proposal shall consist of the Proposer's total price for designing and constructing the complete Project and shall include Form N. Particular requirements for the form and contents of Technical and Cost Proposals are set forth in Sections 6 and 7, Part 1 of this RFP, respectively.

The Technical Proposal including the Bid Bond, and the Cost Proposal including the Stipend Agreement shall be uploaded to OSP in two separate files and marked accordingly.

TECHNICAL PROPOSAL (Including Bid Bond)

TRFP24004167

Washington Bridge #700 Demolition

"Proposer Name"

COST PROPOSAL (Including Stipend Agreement)

TRFP24004167

Washington Bridge #700 Demolition

"Proposer Name"

Any information or other material within a Proposal that the Proposer deems proprietary or otherwise confidential shall be handled as described in Section 4.3, Part 1 of this RFP hereof.

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

materials.

4.2. Time, Place, and Method of Proposal Submissions

Proposals satisfying all of the requirements of this RFP in form and content must be submitted by the Proposer and received by the State no later than the Proposal due date posted at <https://ridop.ri.gov/vendors/bidding-opportunities>.

The Technical and Cost Proposal submission deadline is defined in Section 2.3.

4.3. Confidentiality of Proposals; Legal Disclosure Requirements

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

4.4. Compensation (Stipends) for Proposal Preparation

The State will award a stipend in the amount of \$100,000 each, to the top two (2) Proposers with the highest scores (that are not awarded the Contract), but have submitted a responsive Technical Proposal and Cost Proposal, earned at least the minimum acceptable Overall Technical score of 49 points out of 70, and conforms to the requirements of the RFP, as determined solely by the State, subject to the terms and provisions of the Stipend Agreement in the form provided in Appendix A of Part 1 of this RFP. No Stipends will be awarded if the State cancels and/or withdraws the RFP.

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

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

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

4.5. Withdrawal of Proposals

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

Section 5. Escrowed Proposal Documents

5.1. Purpose and Scope of Escrowed Proposal Documents

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

The preparation, delivery and escrowing of the required escrow bid documentation shall be in accordance with Part 3 of the RFP and this section. The phrase "Bid Documentation" used in Part 3 shall mean any and all estimate calculations, quantity take-offs, material or subcontractor quotations, design assumptions, design constraints, or other pricing information used by the Proposer in order to estimate the cost of each detailed component of the Project work for purposes of formulating its Cost Proposal.

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

5.2. Format and Content of Escrow Documents

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

5.3. Submission by Proposer of Escrow Documents

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

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

5.4. Confidentiality of Escrow Documents

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

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

Refer to Part 3 of the RFP.

5.6. Period for Which Documents Will Remain in Escrow

Refer to Part 3 of the RFP.

5.7. Restrictions on Examination and Copying of Escrow Documents

Refer to Part 3 of the RFP .

5.8. Termination of Escrow and Final Disposition of Documents

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

Section 6. Form and Content of Technical Proposals

6.1. Technical Proposal Contents

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

1. Executive Summary
2. Relevant Firm Experience and References
3. Key Staff and Team Organization
4. Management Overview
5. Comprehensive Technical Approach
6. Proposal Preliminary Project Schedule
7. Required Forms & Documents

The Executive Summary should provide information to understand the basic substance of the Proposal. The Relevant Firm Experience and References should demonstrate that the Proposer has sufficient prior experience to execute this design build project. The Key Staff, Team Organization and Management Overview shall describe the organizational structure of the Proposer including: roles and responsibilities, reporting relationships, and a description of the manner in which the Proposer intends to integrate the required project oversight tools into the overall management plan and strategy. The Technical Approach should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The Proposal Preliminary Project Schedule shall demonstrate the Proposer's ability to deliver the project within the allowable timeframes. The Technical Proposal requirements are defined more fully in Sections 6.3 through 6.11, Part 1 of this RFP.

6.2. Physical Format of Technical Proposal

The Technical Proposal shall employ the following physical format:

1. The Technical Proposal shall be no longer than sixty (~~8060~~) pages (~~forty-thirty~~ [4030] double-sided sheets). All portions of the Proposal must be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ x 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. 11 x 17-inch sheet may be used for the proposal with each page counting as two 8 ½ x 11-inch sheets. All drawings and other graphics in the Proposal must be formatted to 11 x 17-inch sheets of paper or other appropriate material, as necessary.
2. The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in Section 4.1, Part 1 of this RFP hereof, with the additional requirements of this section.
3. Drawings and other graphic materials, including photos and renderings, shall be included in the Technical Proposal Appendix. Technical reports shall also be included in the Technical Proposal Appendix.
4. Any inserts or cover pages at the start of sections **will not count toward the total page limit**.
5. The Technical Proposal Appendix shall not count toward this page limit. The Proposal Preliminary Project Schedule (see below) may also be included in the Proposal Appendix.
6. The Transmittal Letter and other required documents whose forms are provided in Appendices of this RFP

also will not count toward that page limit. The Required Forms & Documents listed above shall be included in the Technical Proposal Appendix.

7. Each page of the Technical Proposal shall be numbered with the page's number and an indication of the total number of pages in the Technical Proposal (e.g., 5/28 or 5 of 28).
8. The Technical Proposal Appendix shall be limited to material requested in this RFP. It shall be accompanied by an index describing the information therein.

6.3. Required Transmittal Letter

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

6.4. Executive Summary

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

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

1. An identification of the Proposer's key Project personnel and a description of the management structure that the Proposer would use in the management, decision-making and day-to-day operations regarding the Project;
2. A summary of the design and technical approach(es) that the Proposer would employ for the Project in the implementation of the BTC and any approved ATCs, and in any respects in which they may be different from what is called for by the BTC and any approved ATCs;
3. A description of any aspects of the Technical Proposal to which the Proposer believes that the State ought to pay particular attention in evaluating the Proposal, because they are original or creative, or likely to be misconstrued or overlooked, or likely to result in significant benefit to the State, or noteworthy in some other regard;

If the Proposer is a Joint Venture, the Proposer must clearly identify in the Executive Summary which major parts of the work each member of the joint venture will be responsible for (i.e., engineering, quality control, geotechnical, construction, etc.).

6.5. Relevant Firm Experience and References

The Proposer shall provide, as Section 2 of the Technical Proposal, a description of each D/B Entity 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 a maximum of 10 relevant projects (limited to one [1] page) with a minimum construction value of \$5 million or more completed in the past ten (10) years which demonstrate adequate experience in the following:

- **Demolition experience on bridge projects of similar scale and scope;**
- Design-Build experience on bridge and highway projects of a similar scale and scope;
- Bridge and highway projects performed for RIDOT or other state transportation or federal agencies;

- Maintenance and Protection of Traffic of comparable scale to this project;
- Relevant and verifiable evidence of good performance and 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.

6.6. Key Staff and Team Organization

The Proposer shall provide, as Section 3 of the Technical Proposal, 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 the qualifications included herein and shall be approved by RIDOT prior to the change taking place.

- **Design-Build Project Manager** – This individual shall 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 D/B Entity's Quality Control Plan. The QC 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 shall coordinate all QC issues directly with RIDOT.
- **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 and applicable design standards. This individual shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Structural Lead** – This individual shall 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 shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Civil/Highway Lead** – This individual shall 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 shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Traffic Lead** – This individual shall 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 shall be a registered, licensed, Professional Engineer in the State of Rhode Island.

- **Design Quality Control Manager** – This individual shall be responsible for implementing all of the design quality control procedures and activities required by the D/B-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 shall report all design related findings to the Quality Control Administrator.
- **Construction Manager** – This individual, who shall be required to be on the Project site for the duration of construction operations, shall 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 shall be responsible for implementation of all Construction QC procedures and activities as established by the D/B-Team’s Quality Control Plan. This individual shall: 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 shall 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 shall report all construction related findings to the Quality Control Administrator.
- **Construction Superintendent** – This individual shall be responsible for managing the day to day on-site activities, adhering to the project schedule, labor/equipment/material activities for all operations, on-site subcontractor coordination and quality control.
- **Safety Manager** - This individual shall 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 shall have a minimum of FIVE (5) YEARS experience in direct charge of project safety.
- **Scheduler** – This individual shall 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 shall 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.
- **Drainage/Stormwater Lead** – This individual will be responsible for the development of drainage plans and specifications as well as any associated design calculations. This person will also be responsible for the QC of the drainage work. This individual shall have a minimum of 10 years of drainage design experience and be able to demonstrate knowledge of RIDOT, RIDEM and NBC policies and procedures. This individual must be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Environmental Manager** - The Environmental Manager shall be responsible for preparing and obtaining all environmental permits on behalf of RIDOT and shall be responsible for ensuring compliance with those permits. This shall be facilitated by updating and maintaining the commitments checklist; designating and coordinating with qualified environmental monitors to conduct inspections for all aspects of environmental monitoring, including but limited to, natural resources, stormwater, wildlife and site remediation/contamination/waste issues and NEPA commitments; and completing all environmental reports as required by all permits. The Environmental Manager shall 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 shall be responsible for coordinating the review of all required samples, shop drawings, etc. with the CRU.

- **Qualified Environmental Monitors/Inspectors** - The Environmental Monitor/Inspector shall prepare all reports required by environmental permits and Department procedures (e.g., project site environmental inspection report, stormwater monitoring report, etc.). In order to be "qualified" for construction stormwater inspections (SWPPP/SESC Plan inspections), the Environmental Monitor/Inspector must meet the criteria in the latest edition of RIDOT Standard Specifications for Road & Bridge Construction (current version dated August, 2023) and possess the skills to assess conditions at the construction site that could impact stormwater quality. Environmental Monitors for other natural resource concerns, such as those that may result in negative impacts to wetlands, waterbodies, habitat, wildlife, or the spread of contaminated/impacted media that is being segregated, contained, or treated for disposal and/or remediation, must have the education and experience in those respective areas and ability to recommend corrective measure in the event of compromised or failing protective measures or any other issues out of conformance with associated environmental permits and approvals. Given the interdisciplinary nature of environmental issues and commitments encountered and entered into through the course of project design and construction, it is understood that qualified personnel may not necessarily have experience or background in the full spectrum of environmental disciplines encountered on a RIDOT construction project, but rather may specialize in certain areas. As such, the specialization of qualified personnel must be identified so that their respective skills and experience can be effectively applied to those aspects of a construction project.

The D/B Entity 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 Proposer shall provide an affirmative statement that the resources shown or indicated in the Proposal will be available if awarded the Contract. The Proposer shall discuss the current backlog of the Primary Members and their capacity to perform the Project to achieve the Completion Date listed in Section 2.3.

The Proposer 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 Members and Subcontractors will be managed and explain how the engineering process will be integrated with the construction process.

6.7. Management Overview

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

The Management Overview shall include, more specifically:

1. Administration and Coordination

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

2. Risk Management

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

3. Quality

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

- a. A description and chart of the organization and personnel that will be used to ensure QC on the Project as specified in the mandatory special provisions for "Quality Control Plans" and "Quality Management Plans" included in Appendix B.
- b. A general, descriptive outline of the reports that will be produced and of the management of records procedures to be used for all QC documents and related records in achieving QC.

4. Design and Construction Management

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

- a. An organization chart for the Project, showing the relationships between functions shown on the chart and functional relationships with subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments in order to achieve optimum design and construction performance.
- b. A description of the Proposer's intended plan to integrate the Design with the procurement and construction activities.
- c. A description of the Proposer's plan, in terms of Project design, for balancing and coordinating stakeholder interests; structural and landscaping exigencies; concerns for utility operations and facilities; traffic, stormwater, and hazardous materials management; and requirements for the construction and maintenance of the Project.
- d. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.
- e. A description of the Proposer's intended design program and process, including the internal process for design reviews. The description shall include the Proposer's plan for producing the design, including the internal process for design reviews to ensure design accuracy, including how designs developed by different firms and offices would be integrated and coordinated in order to ensure consistency and quality among them.
- f. A description of the Proposer's intended safety and training program and of how it would be implemented.
- g. A description of the Proposer's plan for maintenance of any waterways including water quality and minimizing environmental impacts including dust control areas in the vicinity of the Project during

construction.

- h. A description of how all contingency plans would be decided upon and implemented by the Proposer.
- i. A sub-section on Project Controls that provides (i) an explanation of the Proposer's approach to quantity-estimating and how the Proposer intends to control its Project costs, how it would maximize and maintain quality, and how it would minimize its price adjustments for any Project changes ordered by the State; and (ii) a description of the Proposer's intended management system for controlling and coordinating the scheduling of the Project work, in both the short term and long term, as well for handling document control and change management. The Overview should also describe how the Proposer will integrate these functions into its proposed management structure and into its day-to-day Project activities.
- j. A sub-section on Utilities Management which shall include atleast:
 - i. The intended approach and plan for coordinating utilitywork.
 - ii. The intended approach and plan for dealing with third-party entities and for keeping utility owners informed of Project construction scheduling and changes that may affect their facilities, including:
 - a) Problems that are likely to arise and to affect utility facilities or operations, and the planned approach for curing such problems.
 - b) The Proposer's intended methods of design and construction for activities related to utility facilities' relocation and protection, and the role to be given to utility owners in planning and carrying out these activities.
 - c) The Proposer's plan for design of a support system to keep all existing lighting conduits supported in place and active during Projectconstruction.
 - d) The Proposer's plan for maintaining continuing service of water and sewer lines present on bridges during construction.
 - iii. Methods and schedule for verifying, locating, evaluating, and monitoring utilities prior to commencement of Project work; and for protecting utilities during the Projectwork.
 - iv. A summary of the relocations required for each utility to be encountered, including the number of relocations required for each utility in order to complete the project using the Proposers' staging and sequence of construction.
 - v. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.
- k. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

6.8. Comprehensive Technical Approach

In Section 5 of the Technical Proposal (the "Comprehensive Technical Approach") shall use the BTC and any approved ATCs as the basis for setting forth the technical approach(es) that the Proposer intends to use in order to design and demolish bridge #700.

The Technical Approach Section shall identify sequence of demolition to be used, approach to maintaining the stability of the structure during all phases of demolition, approach to the de-tensioning and cutting of the tie-down and tensioning rods providing stability to the cantilever beams, and steps that will be used to protect the existing substructure elements to remain and the adjacent Bridge #200 from being damaged during demolition activities. Design shall be in accordance with the specifications and criteria given in Part 2 – Technical Provisions. When possible, preliminary design calculations shall be included with the Proposal.

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

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

1. Highway/Traffic/Staging
 - a. General requirements that the Proposer anticipates would have to be met to maintain traffic along I-195 carried on bridge #200.
 - b. The ability to maintain marine traffic under the bridge.
 - c. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the project.
 - d. Proposed Traffic Management Plan (TMP) approach and overview. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any temporary traffic phasing or final lane and configurations shown in the BTC and/or the Proposer's concept plans along with the appropriate VISSIM models, and Synchro analysis based on current traffic volumes. The total duration of any ramp closure, roadway closure, highway closure and Interstate closure shall be clearly identified in the TMP and in the Schedule. Minimization or elimination of any ramp, roadway, highway or interstate closure will be scored more advantageously.
2. Bridge Demolition
 - a. Proposed sequence of demolished that takes into account the ability achieve milestones demolition objectives.
 - b. Approach to maintaining the stability of the structure during all phases of demolition.
 - c. Approach to the de-tensioning and cutting of the tie-down and tensioning rods providing stability to the cantilever beams
 - d. Approach to protecting the existing substructure elements to remain from being damaged during demolition activities
 - e. Approach to protecting the adjacent Bridge #200 from being damaged during demolition activities
3. Schedule
 - a. Proposed schedule and plan to meet the project's milestones and completion dates.
 - b. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the project.
4. Environmental Controls and Approvals
 - a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals
 - b. Measures to be taken in order to control erosion, dust and to maintain allowable levels of noise.
 - c. Measures to be taken to prevent construction debris from entering the waterways (and surrounding roadways).
 - d. A description of potential permits, any changes and a description of sources of pollution and of measures that would be taken in order to reduce erosion, to minimize sedimentation, and to eliminate non-stormwater pollutants from the Site.
 - e. A description of potential plans or actions with the State and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.
5. Innovation
 - a. The Proposer shall identify areas in the design, other than those specified in RFP Part 2 Technical

Provisions in which the use of alternative and innovative construction methods would result in time and/or cost savings, and quality changes beneficial to the State.

- b. The Proposer shall identify methods or approaches that will accelerate the demolition of Bridge #700 ahead of the required milestone dates.

6.9. Proposal Preliminary Project Schedule

Section 6 of the Technical Proposal shall provide a Proposal Schedule. The Proposal Schedule shall be developed in accordance with the requirements detailed in Section 7, Part 2 of this RFP PROJECT SCHEDULE REQUIREMENTS. RIDOT standard durations for reviews and minimum durations for third party work are defined in Section 7.1.3.1, Part 2 of this RFP and shall be used in the Proposal Schedule.

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

The schedule shall be submitted in PDF format within the Technical Proposal. The D/B Team shall also provide the .xer file with their Proposal submission.

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

6.10. Bonding

In accordance with Rhode Island Code of Regulations 220-RICR-30-00-12.4(F), the TECHNICAL PROPOSAL will not be accepted or considered unless it includes a guaranty in the form of a BID BOND made payable to the State of Rhode Island. When the bidder is a joint venture, the Bid Bond must be made out to the name of the joint venture and all parties of the joint venture must be named in the execution of the Bid Bond made by the same thereon. The Bid Bond amount shall be stated as "five percent (5%)" of the Bid. **No Dollar Amount shall be cited and the bid price shall not be disclosed.** 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 U.S. Department of the Treasury, Fiscal Service, Circular 570, (Latest Revision published by the Federal Register). Execution of the Bid Bonds will not be considered complete unless accompanied by a certified copy of the power of attorney for the surety's attorney-in-fact.

6.10.1. Defects in Bid Bonds

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

6.11. Forms that Shall Accompany the Technical Proposal

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

All forms contained in Appendix A must also be completed, executed and submitted in accordance with below Table 2 & Submissions included in Appendix A. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State.

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

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

Required Forms for Technical Proposal (All forms are in Appendix A except the Bid Bond)

Form	Prime Contractor	Prime Design Firm	Sub-Contractors/ Consultants
Anti-Collusion Certificate	√	√	
Certification Regarding Debarment, Suspension, & Other Responsibility Matters	√	√	√
Conflicts Disclosure	√	√	√
Disclosure of Lobbying Activities	√	√	√
USDOT Standard Title VI/ Nondiscrimination Assurances for Contractors	√	√	
Notice of Requirement for Affirmative Action to Ensure Equal Opportunity	√		
DBE Special Provision	√	√	
DBE Utilization (Design activities only)		√	
DBE Letter of Intent to Perform	√ (Submit if Prime Contractor is a DBE)	√ (Submit if Prime Design firm is a DBE)	√ (Submit if Sub is a DBE)
FHWA 1273	√		
Bid Bond (form not provided)	√		

6.12. Prevailing Wage Rates

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

In the event that the wage rates are modified between the advertising date and the bid opening (10-day rule), the updated wage rates will be provided by addendum.

6.13. Federal Equal Employment Opportunity (EEO) Requirements

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

1. Nondiscrimination in Federal Public Transportation Programs: 41 CFR 60-4.3 prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
2. Prohibition against Employment Discrimination: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246 "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

6.14. DBE

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

This Project has been assigned a total of **SEVEN PERCENT (7%)** Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work," and **TEN PERCENT (10%)** Disadvantaged Business Enterprise (DBE) participation goal for "consultant qualifying work" with Rhode Island certified firms during design and construction of the Project. DBE participation shall consist of concerted efforts by the Proposer as part of its affirmative action responsibilities to include DBE firms on Federal Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO).

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

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

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

RIDOT Office of Civil Rights

Room 110, Two Capitol Hill Providence,
RI 02903
(401) 222-3260

DBE special provisions are included in RFP Part 3

6.15. Trainees

If the Proposer is selected for the PROJECT, they must possess a RIDOT approved OJT Program prior to award. The total OJT trainee hours for this Project are established to be **ZERO** (0) and shall include 0 trainees. RFP documentation shall detail requirements for Trainee submission and review and payment.

6.16. Original RFP and Addenda

Proposers shall include with the TECHNICAL PROPOSAL written acknowledgement of the State's original RFP and all addenda.

Section 7. Form and Content of Cost Proposals

Cost Proposals shall be held by the Division of Purchases until the Technical Evaluations are complete. The Technical Review Group will not have access to the Cost Proposals during the evaluation of the Technical Proposals.

7.1. Forms that Shall Accompany the Price Proposal

When a Proposer submits its Cost Proposal as per Sections 4.1 and 4.2, Part 1 of this RFP above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A must also be completed, executed and submitted in accordance with the Schedule of Submissions included therein. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Cost Proposal, the required forms are listed in the following table.

Table 3: Price Proposal Required Forms

Forms	Form Designation	Form Location	ITP Section	Schedule of Submissions
Cost Proposal Form	Form N	Appendix A	7.3	Cost Proposal
Design Build Stipend Agreement	Form O	Appendix A	4.4	Cost Proposal

7.2. Payment Schedule

The Overall Contract Price will consist of a lump sum Design-Build price as well as other items as detailed in the RFP and listed in section 7.3, Part 1 of this RFP and shown on the Cost Proposal Form. Partial payments shall be derived from the lump sum price, a schedule of values and a Payment Request Form.

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

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

7.3. Price Proposal Contents

The Cost Proposal shall include:

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

Section 8. Selection Process and Evaluation Criteria

8.1. Weighted Criteria Algorithm

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

$$\text{Technical Score TS} = S_1P_1 + S_2P_2 + \dots + S_iP_i$$

Where:

i = Qualitative Evaluation Subcategory, Section 8.6 below (1, 2, 3,... i)

S_i = Maximum Technical Score for Subcategory i

P_i = Qualitative Rating Percentage for Subcategory i , Section 8.5 below

(Note: The highest technical score would be 70 points.)

$$\text{Price Score} = \text{PS} = W_p * (\text{LB}/\text{B})$$

Where:

W_p = Price Weight Factor

(Note: The Price Weight Factor for this project is set at 30)

B = Bid Value (Cost Proposal)

LB = Low Bid Value (lowest Cost Proposal)

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

$$\text{Best Value} = \text{Largest Value of: TS} + \text{PS}$$

8.2. Submission of Proposals to the Technical Review Group

Once a Technical Proposal has been found to be technically consistent with all organizational and formal RFP criteria by the Department of Purchasing and RIDOT, the Technical Proposal will be forwarded to the Technical Review Group for review and evaluation.

8.3. Initial Proposal Evaluation

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

1. The Technical Proposal was submitted and organized in accordance with the requirements of this RFP.
2. The Transmittal Letter and other forms required to be submitted with the Technical Proposal were submitted with it and comply with the requirements of the RFP.

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

8.4. Proposal Clarifications

The Technical Review Group shall determine if any clarifications of a Technical Proposal would be significantly helpful to the Group in understanding and evaluating the Technical Proposal, and whether or not such clarifications (for instance, where information provided is incomplete or ambiguous) should be sought from the Proposer. If the Technical Review Group decides to seek a clarification of a Technical Proposal, the State will request in writing from

the Proposer, in accordance with the schedule and time constraints contained in this RFP, any such clarification(s) requested by the Technical Review Group. Clarifications requested at the oral interview should be confirmed in writing.

8.5. Evaluation of the Technical Proposals by Designated Categories

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

The Technical Review Group will use the following scale to rate each subcategory listed in Section 8.6 below:

1. **EXCEPTIONAL (90-100%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that significantly improves upon stated requirements and objectives of the RFP. That approach is of consistently outstanding quality. There is very little or no risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. There are essentially no weaknesses in the material provided regarding this item of the Technical Proposal.
2. **GOOD (70-89%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that improves upon stated requirements and objectives of the RFP. That approach is generally of better-than-acceptable quality. There is little risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. Weaknesses in the material provided regarding this item of the Technical Proposal, if any, are definitely minor.
3. **FAIR (50-69%):** The Proposer has demonstrated qualifications and an approach to Project design and construction that minimally meets the stated requirements and objectives of the RFP. That approach is of fair quality. The Proposer demonstrates an average probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses that are moderate in nature.
4. **POOR (30-49%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that fails to meet stated requirements and objectives of the RFP with respect to the particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses or deficiencies, but they are susceptible to correction through oral presentations. The material provided is marginal in quality with respect to its basic content or the amount of information provided for evaluation.
5. **UNACCEPTABLE (0-29%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that contains significant weaknesses or deficiencies and is unacceptable in quality. The material provided regarding this item of the Technical Proposal fails to meet the stated requirements and objectives of the RFP, lacking essential information, containing elements in conflict with each other, or suggesting that the Proposer's technical approach to the Project would likely prove unproductive. The Technical Proposal in this regard does not suggest that the Proposer, if awarded the Contract, would have a reasonable likelihood of success in treating this aspect of the Project. Weaknesses or deficiencies in the provided material are so significant or extensive that a major revision of the Technical Proposal would be necessary with regard to this aspect of the Project.

The Technical Review Group will allocate technical points by multiplying the selected percentage rating from the scale above by the maximum number of points assigned to each of the designated subcategories listed in Section 8.6 below. Example: $P_i \times S_i = 85\% \text{ rating scale} \times \text{maximum firm experience } 6 = 5.1 \text{ Points}$.

8.6. Selection Criteria

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

1. Schedule Approach (Maximum 50 points out of 70)

Subcategories

- a. Schedule (Maximum 50 points out of 70)

2. Qualifications (Maximum 6 points out of 70)

Subcategories

- a. Firm Experience (Maximum 3 Points out of 70)
b. Staff Qualifications (Maximum 3 Points out of 70)

3. Project Management (Maximum 14 points out of 70)

Subcategories

- a. Design and Construction Management, Quality Control, and Environmental Controls and Approvals (Maximum 4 Points out of 70)
b. Risk Management (Maximum 5 Points out of 70)
c. Overall Innovation (Maximum of 5 points out of 70)

8.7. Determination of Overall Technical Score

The total Technical Proposal scores of each Proposer will be determined by the Technical Review Group and will then be submitted to the Department of Administration, Division of Purchases. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

8.7.1. Minimum Selection Criteria Score for Subcategories and Minimum Overall Technical Score

- a. A proposal shall achieve Selection Criteria Scores at or above 50% of the maximum eligible score in all of the subcategories in Section 8.6 above to be considered for further evaluation; and
b. A proposal shall achieve a minimum Overall Technical Score of 42 out of 70 in order to be considered for further evaluation.

Proposals not meeting both of the above scoring criteria will be disqualified.

8.8. Cost Proposal Opening

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

1. The Cost Proposals will be released to RIDOT by the Division of Purchases.
2. The Cost score for each Proposer will be calculated by RIDOT in accordance with the criteria set forth in this chapter of the RFP.

3. The Cost Score will be added to the Technical Scores.
4. The State will notify the Proposer with the highest Best Value Score informing them that they are the Apparent Best Value Proposer. Said notification of the Apparent Best Value Proposer and any subsequent contract Award will be subject to the State's post qualification process and FHWA concurrence in Award to said Proposer.

Section 9. Pre and Post Selection Requirements

9.1. Schedule of Submissions

In addition to meeting the submission requirements outlined in Sections 6 and 7, Part 1 of this RFP, the Proposer must ensure that all of its required documents are submitted in accordance with the schedule of submissions provided in Appendix A of this RFP. Proposers are reminded that, even though this schedule appears to be comprehensive in nature, the State may require additional submissions due to updates of contracting requirements for State Projects. The Proposer by submitting its Proposal agrees that it shall comply with the pre-award requirements set by the State and this RFP.

9.2. Pre-Award Project Schedule Requirements:

As outlined in RFP Part 3, there are minimum activities, submittals and approvals which must be completed prior to Award of the Contract.

9.3. Non-Collusion Affidavits

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

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

9.4. Requirement to Keep Proposer Team Intact

The D/B Team, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified must remain on the D/B Team for the duration of the procurement process and, if the D/B Team is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the State. The State will determine whether to authorize a change. Unauthorized changes to the D/B Team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

9.5. Clean Air and Federal Water Pollution Control Act

The Proposer agrees:

1. It shall not use any violating facilities;
2. It shall report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
3. It shall report violations of use of prohibited facilities to FHWA and
4. It shall comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §

7401 – 7671q); and the Federal Water Pollutant Control Act as amended (33 U.S.C. §§ 1251 –1387)

9.6. No Federal Government Obligation to Third Parties

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

9.7. ADA Access

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

9.8. Buy America

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

While existing Buy America requirements previously applied to iron, steel, and certain manufactured goods, the Infrastructure Investment and Jobs Act (IIJA) expands requirements to include all manufactured products and construction materials in construction contracts that include Federal Aid funding in the construction phase. Additional information available in 23 CFR 635.410 Buy America and its Q&A at FHWA's Buy America Q and A for Federal-aid Program - Buy America - Contract Administration - Construction - Federal Highway Administration ([dot.gov](https://www.fhwa.dot.gov)) [[fhwa.dot.gov](https://www.fhwa.dot.gov)].

9.8.1.Purpose:

Provide materials from domestic sources when products are permanently incorporated into the work.

Ensure all manufacturing processes, including applications of coatings, occur in the United States. A coating includes all processes required to apply the coating to a product to protect or enhance the value of the product. The requirements of this JS are not applicable to equipment, tools, and temporary items, including materials left in place at the Contractor's convenience.

9.8.2. Certifications:

All certifications are submitted by the prime Contractor. When submitting certifications for materials that are subject to the requirements of this specification, the certification shall be on Form provided by the Department.

9.8.3.Determination of Material Category:

9.8.3.1. Foreign or Uncertified Products.

Buy America does not apply to minimal use of steel/iron materials provided that the total cost of all foreign source items used in the contract, as delivered to the project site, is less than \$2500 or one-tenth-of-one percent of the total contract amount, whichever is greater.

The total value is that shown to be the cost of the steel and iron products as delivered to the project site. Contractor to keep a log of foreign source items to ensure that the minimal use threshold is not exceeded during the life of the contract.

9.8.3.2. **Manufactured Products**

Provide manufactured products produced in the United States. A manufactured product is acceptable under this provision if:

The manufactured product was manufactured in the United States; and The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

9.8.3.3. **Construction Materials**

The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. Construction materials are materials that consist primarily of:

- 1) Non-ferrous metals.
- 2) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- 3) glass (including optic glass);
- 4) lumber; or
- 5) drywall.

9.8.4. **Waivers:**

The Contractor may submit a waiver request to the department using RIDOT procedures and form provided in the PMP document management folder. The form must reflect a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier cannot provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective the date following publication in the Federal Register.

Contractor fully understands there is no guarantee a waiver request will be approved. Any contract delays caused by this waiver process will be the sole responsibility of the contractor.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

The Contractor may submit a waiver request to the department during construction:

1. Determine which type of the three waivers applies.

Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest. A waiver in the public interest may be appropriate where the approving federal agency determines that other important policy goals cannot be achieved consistent with the IIJA requirements, and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver.

Nonavailability Waiver: for types of iron, steel, manufactured products, or construction materials that are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.

Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Provide documentation that no domestic alternatives are available within this cost parameter. Document in the waiver a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products.

2. Contractor shall prepare waiver documentation including waiver form provided by RIDOT; located in the PMP portal and submit to the Department's Project Manager with a cc: to the Construction Manager (RE).
3. RIDOT/Project Manager to Submit waiver to Federal Highway Division.
4. Federal Highway Division submits the waiver to the Made in America Office. All waivers have to be submitted by Federal agencies to the Made in America Office. Project specific waivers require a minimum of 15 calendar day public comment period. General applicability waivers are subject to a minimum 30 calendar day public comment period. Federal agencies are responsible for performing due diligence and approving or rejecting waivers.

9.9. Energy Conservation

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

9.10. Bonding

See Section 6.10 Bonding.

9.11. Rejection of Proposals or Proposers

9.11.1. Nonresponsive Proposals

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

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

9.12. Disadvantaged Business Enterprises (DBE) Forms

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

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

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

10.1. Withdrawals of Contracts or Projects

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

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

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

**END OF PART 1
INSTRUCTIONS TO PROPOSERS**

APPENDIX A

INDEX:

A FORMS

