

DRAFT RFP NOTICE TO REVIEWER

This document is being provided for review and comment by the interested parties. The sections and attached provisions are at various stages of draft and may undergo minor or extensive revisions prior to the issuance of the RFP by the Department.

The Department invites all interested parties to comment on the draft documents by email to:

CTDOT.Design.Build@ct.gov

The Email subject line must be as follows:

{Date} {Project number} {Proposer name} "RFP Comments"

In the body of the email explain the comment citing specific part, page, detail heading and other related identifying information and then state the question. As an alternate the body of the email may briefly explain that the comment(s) and identifying information is attached.

REHABILITATION OF BRIDGE NOS.
02366, 02367 AND 02369
IN EAST HARTFORD AND
BRIDGE NO. 00847
IN WILLINGTON

EAST HARTFORD AND WILLINGTON,
CONNECTICUT

Project No. 171-431

DESIGN-BUILD PROCUREMENT
REQUEST FOR PROPOSALS

PART 1
INSTRUCTIONS TO PROPOSERS

September 13, 2016

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
REHABILITATION OF BRIDGES NO. 02366, 02367, 02369, AND 00847
I-84, ROUTE 2, AND RAMPS IN EAST HARTFORD AND I-84 AND
POTTER SCHOOL ROAD IN WILLINGTON
DESIGN-BUILD PROCUREMENT
REQUEST FOR PROPOSALS**

**PART 1 - INSTRUCTIONS TO PROPOSERS
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CHAPTER 1 – REQUEST FOR PROPOSALS, CLARIFICATIONS, AND BASIC TERMS

Section 1.1 Request for Proposal (RFP) to Proposers, and Clarifications of RFP

The Department will provide to each of the entities on the Short List (the "Proposers"), at no charge, one electronic copy of the Request for Proposals ("RFP"). Such Proposers shall be responsible for diligently examining the RFP, including any addenda issued by the Department in connection with it, and for informing themselves about any conditions that may affect the proposer's creation of its Technical Proposal, or Price Proposal, or its performance of Contract obligations (if it should obtain the Contract). The Department shall not be liable for any consequences of a Proposer's failing to fulfill these responsibilities.

Proposers are also responsible for asking the Department as soon as possible for any clarification or interpretation that the Proposer needs regarding any material discrepancy, deficiency, ambiguity, error or omission that the Proposer thinks is contained in the RFP, or regarding any RFP provision that the Proposer does not understand. The Proposer must submit any such request by e-mail to the Department contact person identified later in this RFP. Such requests must be submitted during the Proposal preparation period, which is the time between the Department's giving the Proposer its digital copy of the RFP and the time of the Proposal submission deadline as specified herein. The subject line of any e-mail requesting such interpretation or clarification must follow this format:

{Date} {Project number} {Proposer name} "RFP RFI"

The Department cannot ensure a response to any such inquiry that it receives, in either a form other than specified above, or less than ten (10) days before the originally- scheduled Proposal Deadline. The Department will not accept or respond to telephone inquiries or requests regarding such matters.

If the Department determines that a requested interpretation or clarification requires a change in the RFP, the Department will prepare and issue an addendum ("Addendum") providing same. The Department will not be bound by, and Proposers shall not rely on, any oral communication regarding the RFP. Proposers may not rely on any communication regarding these matters except written communications from the Department 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 Department in writing the accuracy of any information received from such non-Departmental sources. (The Proposer is cautioned to bear in mind the constraints on such communications set forth in later Sections of this text.)

Proposers are encouraged to visit 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 Department personnel during such Site visits.

The Department reserves the right to revise the RFP at any time before the Proposal Deadline by providing copies of RFP Addenda to the Proposers. If any Addendum significantly affects the RFP, as determined by the Department, the Department may adjust the Procurement process or Project schedule as it deems appropriate. If the Department makes such a schedule adjustment, it will announce it in an Addendum.

The Department may publish periodic clarification notices, listing questions received from Proposers in accordance with this RFP (although not identifying the submitting Proposer) and providing the answers given by the Department to the questions.

Proposers are responsible for ensuring that they are aware of all clarification notices and Addenda, and each Proposer must acknowledge, in its Proposal transmittal letter ("Transmittal Letter"), that it has received and read all such documents. Failure of a Proposer to provide that acknowledgement may cause and will entitle the Department to reject the Proposer's Proposal.

Section 1.2 Contact Information and Addresses for Communications during the Procurement Process

Each Proposer seeking award of the Contract shall designate an addressee (the "D-B Contact Person") and addresses (for postal and email deliveries) to which the Department may send any notices, addenda, or other material to the Proposer pertaining to any stage or aspect of the Procurement Process. The Proposers must send to the Department in writing that contact information and any other questions, submittals, or other materials or information related to the Procurement process to:

Mr. Gregory Straka
Manager of Contracts
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
dotcontracts@ct.gov

Failure by the Proposer to send to the Department Contact Person the identity and addresses of the D-B Contact Person may result in the Proposer's failing to receive addenda, notices, or other important communications from the Department. The Department 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.

Section 1.3 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 BTC 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.

Instructions to Proposers: A document developed by the Department that, in general, outlines the requirements that Proposers must satisfy and the process that they must follow during the selection process.

Proposer: A prime contractor qualified to be involved in the BVDB selection process (prior to contract award). The prime contractor must perform a minimum of the percentage of the work specified in the general conditions of the RFP. For this project it is [50]%.

Qualifications Review Committee: A committee established by the Department to review statements of qualifications and to establish a Short List of Proposers that will be invited to submit Technical Proposals for consideration by the Department.

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

Statement of Qualifications ("SOQ"): A set of documents developed by the Proposer and submitted to the Department during Phase 1 of the selection process that outlines the Proposer's qualifications to execute the final Project design and construct the Project.

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

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

Technical Support Committee: A committee established by the Department to develop the preliminary design that constitutes the Base Technical Concept. This committee also assists the other Design-Build committees with review of Alternative Technical Concepts and other technical issues during the evaluation process.

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

CHAPTER 2 – DESIGN-BUILD PROJECT AND PROCESS OVERVIEW

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

The State of Connecticut Department of Transportation (the "Department") invites contractors to seek the award of the contract ("Contract") for a project (the "Project") that will include, principally, the design and construction of the following:

- Bridge No. 02366 – Superstructure replacement with 3 simple spans, substructure patching, and substructure modification including strengthening of the existing piers in the town of East Hartford, Connecticut.
- Bridge No. 02367 – Superstructure replacement with 3 simple spans, substructure patching, and substructure modification including strengthening of the existing piers in the town of East Hartford, Connecticut.
- Bridge No. 02369 – Superstructure replacement with 3 simple spans, substructure patching, and substructure modification including strengthening of the existing piers in the town of East Hartford, Connecticut.
- Bridge No. 00847 – Superstructure replacement with 2 simple spans, substructure patching, and substructure modification including strengthening of the existing pier in the town of Willington, Connecticut.

The award of the Contract will be made and the performance of the Contract carried out in accordance with what is commonly known as the Design-Build ("Design-Build" or "D-B") method of contracting, pursuant to Connecticut General Statutes § 13a-95b, rather than through what is commonly known as the design-bid-build process, which is contemplated by Connecticut General Statutes § 13a-95.

The principal difference between these two construction contracting methods is that in the Design-Build process, the Proposer will not be submitting a bid price for constructing an already-designed project, but will be required to submit (1) its own design for the Project, based upon a partial, preliminary design (the "Base Technical Concept" or "BTC") to be supplied by the Department; and (2) a price for the work in designing the Project as well as for its work in constructing the Project. In addition, instead of awarding the Contract to the responsible bidder that submits the lowest monetary bid for that contract, in the Design-Build process the award is based on the Commissioner's evaluation of which Proposer's Technical and Price Proposals together offer the best value to the Department and the public. More particular requirements for these and other submissions, and the particulars of the way in which the Department will evaluate those submissions in order to make an award of the Contract, are set forth in this RFP.

As described in Part 2 of this RFP and Base Technical Concept, The Project work will include four superstructure replacements and modifications to the existing substructures.

Bridge No. 02366: Route 2 WB & SR 500-806 over I-84 EB & I-84 TR 828

Bridge No. 02367: I-84 TR 829 over I-84 EB & I-84 TR 828

Bridge No. 02369: Route 2 EB & I-84 TR 828 over I-84 TR 831 & I-84 TR 833

Bridge No. 00847: Potter School Road over I-84

The Base Technical Concept establishes the following methods and elements:

1. Traditional construction methods with stage construction and/or full detours.
2. Steel rolled beams or I-girders with a reinforced concrete deck.
3. Construction to the substructures will be completed a construction season prior to the replacement of the bridge superstructures as night work with temporary shoulder and lane closures. Bridge Nos. 02366 and 02367 superstructure work will be performed coincidentally

and Bridge No. 02369 superstructure work will be performed in a separate construction season.

4. Bridge No. 02366 superstructure replacement will be completed in three (3) months, Bridge No. 02367 superstructure replacement will be completed in six (6) months, and Bridge No. 02369 superstructure replacement will be completed in six (6) months. Bridge No. 00847 superstructure replacement will be completed in two (2) months.
5. No profiled adjustments of the roadways over or under the bridges will be allowed. Improvements to the overall superstructure depth will be utilized to achieve the minimum vertical underclearance specified in the Design Exceptions provided for Bridges No. 02366, 02367 and 02369. Improvements to the overall superstructure depth will be utilized to achieve the 16'-0" minimum vertical underclearance at Bridge No. 00847,

Section 2.2 Summary of the Design-Build Proposal Process

The Design-Build Proposal process is the second step of the Best Value Design-Build Procurement Process. During the first step or RFQ process, a short list ("Short List") of Proposers is established. This RFP is then forwarded to the Proposers, soliciting them to participate in the proposal process which involves the submission of a Technical Proposal, a Price Proposal, and other related information. The Proposer that presents the best value to the Department through its qualifications and Proposal, in the judgment of the Commissioner of Transportation, in light of the guidelines of the RFP, and that meets other requirements for contracting with the State of Connecticut, will be invited to enter into a contract with the Department for design and construction of the Project.

It is strongly recommended that each Proposer reads and ensures that it understands the definitions in Section 1.3 of this RFP, because the use of terms such as Contractor and Proposer have specific meanings in this RFP, meanings that they will also have in the eventual Contract.

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

1. Contractors, from at least the time that they submit a required statement of their qualifications ("SOQ") in response to the RFQ until Project completion, must be or contain a principle party that is a construction contractor prequalified by the Department's Office of Contract Administration (the "Contracts Office") to obtain Department construction contracts for construction of the kind and dollar value involved in the Project. The requirements and rules pertinent to the construction contractor's prequalification are contained in the Department's "Construction Contract Bidding & Award Manual ("Bid Manual"), which is available from the Department's website under "Publications." The Contractor's Designer, however, does not need to be prequalified by the Consultant Selection Office for this Project. Nonetheless, the proposed Designer's credentials and qualifications will be evaluated as part of the RFQ process. Also, as stated in the RFQ and RFP, the substitution or replacement of certain designated individuals within a submitting contractor is restricted for the duration of the Project unless approved by the Department. For a Proposer to be eligible for the Contract award, its prequalification must include a determination by the Contracts Office that its bid capacity meets scope code "K".
2. Any Proposer that wishes to submit a design for the Project that varies in some way from the Department's BTC may submit an alternative technical concept ("ATC") as allowed by the RFP, which will be evaluated by a Technical Support Committee established by the Department. Said Committee will determine whether or not the Proposer may use the ATC(s) in its subsequent Proposal for design and construction of the Project.

3. In its SOQ, each Proposer identifies Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would play 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 Department 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 Department in writing, providing details of the proposed change and the reasons for it. The Department 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 Department, prove to not meet or exceed the experience and training that the original team member possessed, the Evaluation Committee may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.
4. 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 must 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.
5. Within the time frame dictated by this RFP, the Proposer must 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 Department will establish a Technical Review Committee 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 be kept sealed until after the evaluation and scoring of the Technical Proposals. Then the Price Proposals will be opened and read aloud publicly at a time and place to be announced in advance of the opening.
6. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP will be provided to the Commissioner, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to the Department and the public, and will award the Contract to that Proposer.

Section 2.3 Proposed Procurement Schedule

Issue RFP	December 16, 2016
Pre-Proposal Meeting	December 27, 2016
Initial ATC Submission Deadline	January 27, 2017
Proposal Deadline	March 21, 2017
Oral Presentations	May 8 & 9, 2017
Public Bid Opening	June 5, 2017
Award	TBD

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

The Department will electronically provide to each Proposer that requests them Project-specific reference documents. 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, after review and approval by the Department and possibly by third parties. The proposer must 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 Department.

The Department makes no representations as to the accuracy or completeness of information contained in any documents not obtained from the Department, and it will not be responsible in any way for a proposer's reliance on or use of the contents of such documents.

Published standards of AASHTO and the Department, including, 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. Department documents are available on the Department's web site. |

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

The Department may investigate the qualifications of any proposers 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 Commissioner 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. omit any planned evaluation step in the Procurement process if, in the Commissioner's opinion, the step is not needed in the particular circumstances;
4. issue a new RFP;
5. amend, modify, or cancel and withdraw the RFP;
6. modify the RFP process, which shall include the right to extend submission deadlines as it deems appropriate (and it will be the responsibility of each Proposer to consult (http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=64) the Connecticut Department of Administration Services website for alterations of RFP deadlines or other dates;
7. appoint and assign a Technical Review Committee to evaluate Proposals, and appoint and assign a Technical Support Committee, each of which may seek the assistance of legal or technical advisors in making their evaluations;
8. approve or disapprove changes in a Proposal;
9. waive minor irregularities in Proposals; and,
10. in connection with in-person presentations concerning proposed ATCs, request supplements to the Proposal.

The RFP does not commit the Department to enter into the Contract, even after notice of award of the Contract, nor does it obligate the Department 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 Department, unless and until the

Department executes a Contract with the Proposer, other than the payment of a stipend pursuant to the terms and provisions set forth in Section 4.4 of this RFP.

Section 2.6 Property of the Department

All physical materials submitted by a Proposer to the Department in response to this RFP shall become the property of the Department and shall not be returned to the Proposer. The Department's potential use of the concepts contained in those materials is treated elsewhere in this RFP.

Section 2.7 Conflict of Interest and Unfair Competitive Advantage

The work related to this project may, at any time, raise questions about real or perceived conflicts of interest because of Proposer's or prospective Team Member's relationship to other entities or individuals. The Proposer's attention is directed to 23 CFR Part 636 Subpart A and Connecticut General Statutes 1-101nn which set forth the federal and State law, respectively, regarding conflicts of interest and unfair competitive advantages (collectively called Conflict Situations).

Conflict of Interest

The Proposer's attention is directed to 23 CFR Section 636.116 regarding organizational conflicts of interest and to Section 636.103 which defines "organizational conflict of interest" under federal law as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

With regard to Connecticut General Statutes §1-101nn, the Department issued a guidance document on March 2, 2006 to all prequalified consultants and contractors. That guidance letter and the frequently asked questions attached to it (together "guidance document") remain in full force and effect, and are posted on the Department's website at:

<http://www.ct.gov/dot/lib/dot/documents/dconsultantoffice/consulltr2.pdf>

In addition to the foregoing, the Department has identified other situations and occurrences which may be considered a conflict of interest for Proposers on this project, including without limitation:

1. consultants and/or sub-consultants who assisted the Department in the preparation of the RFQ or RFP documents will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP;
2. firms under contract with the Department for the construction of a project elsewhere in the State of Connecticut, and firms under contract with the Department for the construction oversight ("CE&I") on the same project, are excluded from participating on the same design-build team (this exclusion does not apply to subcontractors and sub consultants); and
3. firms or individuals employed by owners of properties or businesses that abut or may be affected by the Project will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP,

Barring any other conflict resulting from state or federal law or the Department's March 2, 2006 guidance document, firms and individuals not subject to items (1) through (3) above may work for the

Design-Build Contractor and its subcontractors, or the Department and its consultants, but may not work for both simultaneously.

Proposers and lead design firms should consider that conflicts may arise during and after the BVDB procurement that may preclude firms from pursuing Department work on which other participants in the Design-Build Proposal are already under contract with the Department.

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 2.3.2 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 Department 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 Qualifications Review Committee, the Technical Review Committee, or other Department representatives involved in the BVDB selection process, except as allowed by this RFQ, and subsequently by the RFP;
4. Proposers may not engage or employ current or former employees of the Department or its consultants involved in preparing this RFQ or RFP.

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

Conflict of Interest and Unfair Competitive Advantage Certification

As part of the RFQ process, the Proposers submitted initial certifications. Proposers should continue to evaluate for itself, and the Proposer's Key Personnel, subcontractors and any other individuals associated with their Proposal should evaluate for themselves whether they have a Conflict Situation. Thereafter, the Proposer (each respective participant, as described in Chapter 1 of the RFQ) shall complete and submit a Conflict of Interest and Unfair Competitive Advantage Certification (Certification Form) for itself, and a separate set of forms for each of its Key Personnel any time a change to their status occurs. Any other individuals or subcontractors participating in the Proposer's team, who are aware of an existing or potential Conflict Situation, shall make a disclosure on the Certification Form and forward it to the Proposer for submittal to the Department. Failure of the Proposer, Key Personnel, or those with known Conflict Situations to submit the Certification Form(s) may result in the disqualification of the Proposer.

Whenever a Proposer, its Key Personnel, any subcontractor or any individual associated with a Proposer is found to have a Conflict Situation, it shall be disclosed on the Certification Form and the attachments. The Department will review the Proposer's suggested actions to be taken to avoid, neutralize, or mitigate such Conflict Situation, and if found acceptable, the matter will be considered resolved and the Proposer will be permitted to continue in the BVDB procurement process with the suggested actions. If, the Department does not find the Proposer's suggested actions acceptable or sufficient to avoid, neutralize or mitigate a Conflict Situation, then the Department will communicate to the Proposer that an unresolved Conflict Situation may exist. The Proposer may offer additional measures to resolve the matter, or it may appeal the decision in accordance with the Appeal Procedure described in this Section. Proposers unable to resolve a Conflict Situation finding will not be permitted to continue in the BVDB procurement.

It is the responsibility of each Proposer to police itself related to Conflict Situations. The Proposer agrees that if, at any time during the procurement process, or even after award of the Contract, an individual or organizational Conflict Situation develops or is discovered, the Proposer shall make an immediate and full disclosure to the Department using the prescribed form. Such disclosure shall include a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

Violation of Disclosure Requirements

The Department, in its sole discretion, reserves the right to make a determination relative to real or potential Conflict Situations and the Proposer's ability to mitigate such situations. An organization or individual determined to have a Conflict Situation relative to this procurement or Project that cannot be mitigated, shall not be allowed to participate as part of the Proposer or Contractor for the Project. A conflict arising under Connecticut General Statute 1-101nn, as determined by the Office of State Ethics, cannot be mitigated.

If a Conflict Situation is discovered during the procurement process or even during the performance of the Contract, the Department reserves the right to:

1. Mitigate the conflict by disclosing information to all Proposers. If the documents or work product are considered proprietary under Connecticut law, the Proposer will be given the opportunity to waive this protection from disclosure. If a Proposer elects not to waive protection, then the Proposer may be disqualified;
2. Disqualify any prospective Proposer team member or reject any Proposal at any time solely on the grounds that a real or perceived Conflict Situation is presented;
3. Require any prospective Proposer or Proposer team member to take any action or supply any information necessary to determine the extent of the Conflict Situation, including without limitation, obtaining an opinion from the Office of State Ethics, and/or;
4. Terminate any contract arising out of this solicitation if, in the opinion of the Department, any such relationship would constitute or have the potential to create a real or perceived Conflict Situation that cannot be resolved to the satisfaction of the Department.

Appeal Procedure

If the Department finds that an unresolved Conflict Situation exists, the Proposer may appeal such finding to the Commissioner of Transportation. (Note: When the Office of State Ethics has found a situation will violate Conn. Gen. Stat. §1-101nn, Department appeals will not be considered.) Proposers shall promptly forward their appeal to the Commissioner of Transportation, in writing. The appeal must include all Certification Forms submitted to date and present the reasoning and foundation for the firm's position that a Conflict Situation does not exist or that the Conflict Situation may be mitigated by the time it may have an effect on the process or Project. Due to the nature of the process and the time it may take to resolve such issues, the existence of an appeal will not delay the BVDB procurement process.

Findings made by the Commissioner of Transportation regarding these appeals will be considered final.

All Proposers agree by submitting SOQs or Proposals that the Department is in no way responsible for: costs associated with an appeal; costs incurred to resolve or mitigate an existing or potential Conflict Situation; or costs associated with a Proposal that is not considered due to the existence of a perceived or actual Conflict Situation. All such risks and burdens rest with the Proposer, firm or individual related to that Proposal.

CHAPTER 3 –BASE TECHNICAL CONCEPT AND ALTERNATIVE TECHNICAL CONCEPTS

Section 3.1 General Description of Base Technical Concept and Alternative Technical Concepts

The RFP contains details of a Base Technical Concept ("BTC"). That BTC defines the scope of the Project. The documents submitted by a Proposer in its Proposal must be based on the BTC. Those documents shall include, but not be limited to, the design of any roadway, bridge, traffic management, drainage, utilities, and other construction identified or described in the BTC. 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 must incorporate the BTC without any exceptions to or deviations from the BTC or the requirements of the RFP, unless the Department formally accepts an alternative technical concept ("ATC") proposed by the Proposer.

Alternative Technical Concepts ("ATCs") are any technical modifications of the BTC that are proposed by the Proposer. ATCs may be premised on deviations from the technical RFP requirements, but must be consistent with the standards set forth in the RFP and the Contract. Part 2 contains language for allowable and disallowed ATCs.

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

The Department has chosen to use the ATC process in order to allow for innovation and flexibility in the creation of Proposals, and in order to avoid delays and potential conflicts in the Project design work that might arise in part from deferring technical concept reviews until the post-award period. The Department's intent in allowing for ATCs is, ultimately, to obtain the best value for the public.

The ATC process allows proposers to apply, prior to the Department's evaluation of Proposals, for approval of proposed alternatives to the BTC or the RFP requirements. The Department will not approve any ATC that entails a deviation from the requirements of the originally-issued RFP, unless the Department determines, in its sole discretion, that the Proposal and end-product based on the deviation will be equal to or better than the end-product that would be produced by strict adherence to the BTC and RFP. The Proposer must certify in any ATC submittal that, after giving the matter its careful and detailed consideration, it believes that the ATC is consistent with the requirements of the RFP and the central goals of the BTC.

Proposers must describe in any proposal of an ATC how it would alter and affect the BTC and must describe therein all relevant interdependencies between the ATC and BTC. Interdependent concepts may be combined into one (1) ATC, and the Proposer will need to list and describe all interdependent ATCs in its Executive Summary (see Section 6.4 below). Failure to fully and accurately describe the interdependent components may result in the Department's rejection of the entire ATC. If the Department should conclude that a component of the interdependent ATCs is not allowable, the Department may reject the entire ATC or a portion thereof.

A proposer may propose no more than five (5) ATCs.

Neither acceptance nor rejection of an ATC by the Department will 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 Department's determinations regarding the acceptability of any ATC.

Section 3.2 Technical Review Committee

The Department will establish a Technical Review Committee responsible for evaluating and scoring the Technical Proposals by applying to them the relevant criteria set forth in this RFP. The Technical Review Committee 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.

Section 3.3 Technical Support Committee

The Department will establish a Technical Support Committee for the Project Procurement process. This Committee will provide technical assistance and recommendations to the Qualifications and Technical Review Committees during the Procurement process, if asked to do so by one of those Committees, the Chief Engineer, or the Commissioner.

Section 3.4 Initial Submission of ATCs by Proposer

Proposers should make efforts to submit their proposed ATC's as early as practical, but no later than the date established in section 2.3, to afford The Department, and themselves, sufficient time for a proper evaluation. The initial submission of an ATC to the Department shall consist of one (1) original, ten (10) hard copies and ten (10) digital copies on CD-ROM of an Executive Summary regarding each proposed ATC, marked "CONFIDENTIAL," addressed to the Department Contact Person.

The Department's determination after the initial submission of an ATC(s) by a Proposer will be to either reject the ATC(s) at face value, or schedule an ATC interview meeting with the Proposer for an initial presentation of the proposed ATC(s). The Proposer must be prepared to meet within seven days of submission of an ATC to the Department or three (3) business days following the ATC submission Deadline, whichever is earliest. The Department may schedule ATC interview meetings on that day, or soon thereafter. In the Executive Summary, each ATC being proposed must be separately titled and clearly described in one (1) page or less.

Proposers are required to bring seven (7) hard copies of their ATC Executive Summary, including any supplemental information, marked "CONFIDENTIAL," to each related meeting with the Technical Review Committee. If a Proposer is making a Power Point presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-ROM must be left with the Committee at the end of the meeting. The Department will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

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 Committee 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) the environment, (3) the interests or activities of the community in the area of the Project Site, (4) safety in the vicinity of the Site, and (5) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
7. Description of any problems, impacts or negative effects that may be caused by implementing the ATC.
8. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits.
9. 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.

Section 3.5 Confidentiality of ATCs

All ATCs properly submitted by a Proposer for the Department's consideration and all subsequent communications regarding such ATCs will be considered confidential by the Department. The Department 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 Department before the notice of award is given by the Department, the Proposer must first obtain the Department's advance written approval of such communication or else it must not carry it out. In order to obtain the Department's approval, the Proposer must first notify the Department 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 Department of an award of the Contract to the Proposer.

Section 3.6 Interviews of Proposers by Technical Support Committee Regarding Proposed ATCs

The Department may conduct confidential ATC interview meeting(s) 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 seven (7) hard copies of the Executive Summary related to the ATC(s) it is proposing. (See above for requirements regarding the Executive Summary.)

Meeting Purpose:

The goal of the confidential meeting(s) is to provide the Department with an overview of the Proposer's ATC(s). The initial meeting will offer the Proposer the opportunity to present up to three (3) ATCs within a maximum of two (2) hours and fifteen (15) minutes. Proposers should be prepared to answer the Department'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 will 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. 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 Committee 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. 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 Committee in its review of the ATC.
8. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other Project scheduling benefits.
9. Descriptions of any safety or other Project risks that would or might be created by implementing the ATC.
10. 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.

Meeting Guidelines:

The Department 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 Department during the meetings or otherwise seek to obtain an unfair competitive advantage over any other proposer. Proposers are prohibited from discussing ATCs with Department personnel or Department consultants outside the confines of the meetings with the Technical Review Committee.

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. All Team and Committee members must attend the meetings in person; conference calls will not be permitted.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and Committee members may provide responses to same. Questions answered by Committee 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 1.1 and 1.2 of this RFP.

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

Section 3.7 Initial Evaluation of ATCs

As soon as is practicable after the ATC meeting(s) with a given Proposer, the Department will notify the Proposer that the Department 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 Committee, and subject to the Proposer's submission of supporting calculations regarding the ATC and any refinements of it.
2. The ATC is rejected (an explanation of the rejection will be provided with such notice).
3. The Committee requires additional discussion of the ATC at an additional Committee meeting.
4. The Department reserves its judgment, pending its receipt from the Proposer of certain specified information that must be included in the Proposer's final submission to the Department regarding the subject ATC.

Section 3.8 Final Submission Requirements for ATCs

Any Proposer seeking final approval of a provisionally-approved ATC must send a written request for such approval to the Department Contact Person no later than thirty (30) days prior to the Proposal Deadline. Such submissions received after that time or submissions that include additional changes made after the ATC was provisionally-approved will not be accepted. Should the Department make a written request to the Proposer for some clarification of the Proposer's final ATC submission, the Proposer should provide such clarification in writing to the Committee, care of the Department Contact Person, within two (2) business days after the request is made. Failure of the Proposer to provide the information requested in a timely manner may result in rejection of the ATC submission.

Final ATC submissions must contain sufficient information for the Committee to render an informed determination of the acceptability of the submission. One (1) original and ten (10) hard copies of the submission, marked "CONFIDENTIAL" and including a narrative of each proposed ATC's development and review history, and relevant technical information and drawings regarding the ATC, must be delivered to the Department Contact Person. This submission shall include all relevant material, including applicable material on the ATC presented during Committee meetings. The Proposer must submit an electronic version of the submission to the Department Contact Person, in addition to delivering the required hard copies. The electronic version shall be exactly the same as the hard copy version. If there is any difference between the two, the Department may reject the submission and reject the ATC proposal.

The Department will respond to the Proposer's final ATC submission within seven (7) business days after receiving both the hard copies and the digital copy. If the Proposer does not receive written notice from the Department regarding its decision about the ATC proposal within seven (7) business days after

the Department's receipt of the final ATC submission, the Proposer should assume that the Department has rejected the ATC.

Information to be updated and included in final ATC submission:

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 Committee 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) the environment; (3) the interests or activities of the community in the area of the Site; (4) safety in the vicinity of the Site; and (5) 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 Department 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.

Section 3.9 Final Decision Regarding Proposed ATCs, and Incorporation of Approved ATCs into the Proposer's Technical Proposal

The Department will make one of the following determinations with respect to each sufficient and properly-submitted ATC proposal, and will send the proposer written notice of same: (1) the change proposed is already included in the BTC, (2) the ATC is approved, (3) the ATC is approved with conditions, or (4) the ATC is rejected, in which case a summary explanation of its rejection will be provided with the notice of the same.

Written approval of an ATC 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 Department will not grant the Contractor any additional Contract time in which to complete the Project, nor will the Department adjust the Contract compensation, regardless of when the ATC's implementation proved to be infeasible.

Each Proposer may incorporate into its Technical Proposal only those ATCs that have been finally approved for the Project by the Department; none may be included that have not been so approved. Copies of Department 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 FHWA requirement previously under 23 CFR 636 for submission of multiple price proposals has been waived for this Project with respect to any ATCs and the original BTC.

The BTC, as modified by incorporation of any ATCs approved by the Department 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 Department 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 shall take precedence.

CHAPTER 4 – SUBMISSION AND TREATMENT OF PROPOSALS (TECHNICAL AND PRICE PROPOSALS)

Section 4.1 General Format of Proposals

The Proposal, comprised of the Technical Proposal and the Price Proposal (accompanied by the Bid Bond, Transmittal Letter, acknowledgement of receipt of addenda, and non-collusion affidavit – see Appendix A hereof), must contain text and drawings of sufficient substance and clarity to give the Department a clear and ample understanding of the Proposer's 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 Price Proposal shall consist of the Proposer's total price for designing and constructing the complete Project. Particular requirements for the form and contents of Technical and Price Proposals are set forth in Chapters 6 and 7 of this RFP, respectively.

The Proposal must be submitted in both hard copy and electronic form (.PDF format), in sealed envelopes and containers, respectively. Each hard copy should be bound or held together in a secure and sequential fashion. All text portions of the Proposal must be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ by 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. All drawings and other graphics in the Proposal must be formatted to 11 by 17-inch sheets of paper or other appropriate material, as necessary.

The Proposer shall place one original and two (2) digital copies of the Technical Proposal in a sealed envelope or sealed box or other container. On the outside of that container, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

TECHNICAL PROPOSAL
Project No. 171-431
*REHABILITATION OF BRIDGE NOS. 02366, 02367 AND 02369
IN EAST HARTFORD AND
BRIDGE NO. 00847
IN WILLINGTON
"Proposer Name"*

The Proposer shall place one original and two (2) digital copies of the Price Proposal and the required submittals included in Appendix "A" in another sealed envelope or sealed box or other container. On the outside of that container holding the bid bond and the copies of the Price Proposal, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PRICE PROPOSAL
Project No. 171-431
*REHABILITATION OF BRIDGE NOS. 02366, 02367 AND 02369
IN EAST HARTFORD AND
BRIDGE NO. 00847
IN WILLINGTON
"Proposer Name"*

All Proposals (printed and digital) must be accompanied by a signed Transmittal Letter. Said letter must be signed by an official authorized to legally bind the Proposer. These separate envelopes or containers holding, respectively, (1) the Transmittal Letter, (2) Technical Proposal and (3) the Price Proposal and the required submittals, shall then be placed inside an outermost sealed envelope, box or other container. On that larger, outer container, the Proposer must print the following information, in letters and digits large, clear and dark enough to be read easily:

Project No. 171-431
*REHABILITATION OF BRIDGE NOS. 02366, 02367 AND 02369
IN EAST HARTFORD AND
BRIDGE NO. 00847
IN WILLINGTON
"Proposer Name"*

If the Proposer fails to deliver its Proposal in sealed containers marked as described, and if this leads in whole or in part to the inadvertent opening of a copy of the Proposal before the respective times or outside of the respective places designated for the opening of Technical and Price Proposals, the Department may disqualify the submitting Proposer from further consideration for an award of the Contract.

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 hereof.

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

Section 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 Department no later than the Proposal Deadline stated below.

Proposals must be delivered to the Department contact person, at its expense, in a way that ensures that the Proposal is received by the Department no later than [hour:minute a.m./p.m.], Eastern Standard Time, as defined in Chapter 2, the "Proposal Deadline." The Department shall reject without further consideration any Proposal that it receives after the Proposal Deadline.

The Department will not be responsible for any communications or hardware breakdowns, transmission interruptions, delays, or other problems that interfere with the receipt or withdrawal of Proposals, whether they occur at the Proposer's transmitting location, at the Department's receiving location, or anywhere between them; and such events that prevent the timely submission or receipt of a Proposal may not be used as grounds for any legal action against the Department. The Department may not be held responsible or liable for a Proposer's failure to complete and submit a timely and sufficient Proposal due to failed or incomplete delivery of files submitted via email or the Internet, or due to clock irregularities.

The Department also shall not be deemed responsible or liable for mislabeled Proposals. Any and all damage that may occur to the Proposal submission due to mishandling in the delivery of the Proposal to the Department shall be the Proposer's responsibility, and the Proposer shall not be allowed to rectify, repair or replace any portion of the Proposal that is lost, erased, or damaged due to such mishandling.

Section 4.3 Confidentiality of Proposals; Legal Disclosure Requirements

Until the Department awards the Contract to a Proposer or until the Procurement process is ended by withdrawal of the RFP or otherwise, the Department will not release any information contained in any Proposal to any third party except as may be contemplated by the terms of this RFP or as may be required by applicable law. The Department will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" by the Proposer. Any such proprietary information, trade secrets or confidential commercial or financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such by the Proposer, and shall be submitted in a manner that makes it easy to segregate from the rest of the Proposal. The Proposer shall enclose with the specific proprietary information, trade secrets or confidential commercial or financial information a concise statement supporting the claim of confidentiality. The Department will endeavor to advise the Proposer of any request from a third party for disclosure of any material properly labeled as proprietary, trade secrets or confidential information, so as to allow the Proposer the opportunity to seek a court order protecting such material from disclosure. Under no circumstances, however, will the Department be responsible or liable to the Proposer or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by a court or other arbiter, or rather occurs through inadvertence, mistake or negligence on the part of the Department (including its third party agents, such as consultants).

The Proposer shall be solely responsible for all determinations made by it concerning confidentiality of its documents under applicable laws, and for clearly and prominently marking each and every page or sheet of materials appropriately designated as such with "TRADE SECRET" or "CONFIDENTIAL," unless the Proposer is unconcerned with their disclosure to third parties. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable laws on such matters (such as litigation discovery rules and freedom of information acts). Notwithstanding the representations by Proposers that material contained in a Proposal may be a "Trade Secret" or "Confidential," the Department shall have the right to use concepts contained therein.

In the event of litigation concerning the disclosure of any material submitted by any Proposer, the Department's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the Proposer shall be solely responsible, legally and financially, for otherwise prosecuting or defending any action concerning its information or materials. In the event that the Contract is re-advertised, the confidentiality of all Proposals previously submitted for the Contract will be maintained until the Contract is successfully awarded and executed, after which only the Contractor's Proposal will be disclosed to third parties.

Section 4.4 Compensation (Stipends) for Proposal Preparation

The Department will award a stipend in the amount of \$50,000 to each shortlisted Proposer that does not obtain the Contract, but has submitted a Technical Proposal and Price Proposal that conform to the requirements of the RFP, as determined solely by the Department, subject to the terms and provisions of the Stipend Agreement in the form provided in Appendix A of this RFP.

To be eligible to receive such a stipend, the Proposer must execute the Stipend Agreement, enclose it with its Price Proposal in the manner required by this RFP, and submit the Price 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 Department for the development of the Technical Proposal, the Department 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 State or federal Freedom of Information Act. If the Contract should be re-advertised for

some reason, the Department will attempt to protect the confidentiality of the ATC materials and content until the Contract has been awarded and executed.

If the Department 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 Department will deem them confidential and exempt from public disclosure under the provisions of the Connecticut Freedom of Information Act. The Department would, nonetheless, have to comply in that regard with any contrary decision by the Connecticut Freedom of Information Commission or the courts or any other governmental agency having superior authority over such matters.

Section 4.5 Withdrawal of Proposals

A Proposer may withdraw its Proposal from Department 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 Department Contact Person. 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 Department Contact Person before the Proposal Deadline. No Proposal may be withdrawn at or after the Proposal Deadline.

CHAPTER 5 – ESCROWED PROPOSAL DOCUMENTS

Section 5.1 Purpose and Scope of Escrowed Proposal Documents

The main purpose of this Chapter 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 Department 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 Department and the Contractor with respect to pricing matters and Contract disputes.

The phrase "Proposal Documents" 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 Price Proposal. These should include itemized and detailed projections of crew costs, labor costs (for each individual or labor craft category), material costs, equipment costs, and the production rates anticipated, for each construction activity. The Price Documents should include the Proposer's planned overhead costs, escalation costs, and estimated costs of work incidental to the Price Proposal items that are part of the Contract.

If the Proposer is not planning, at the time that it completes its Price Proposal, to itself perform a component of work, the Escrow Documents shall include related price quotations from proposed subcontractors broken down in a manner similar to the one described in the previous paragraph. It is understood that such subcontractors may not be in contractual privity with the Proposer at the time that its Price Proposal is completed. Nonetheless, the Proposer will be held responsible for the detailed Proposed Prices, estimates, and bases put forward in its Price Proposal and Escrow Documents.

The Escrow Documents must also include specific references to portions of manuals that have been consulted or used by the Proposer in formulating its Price Proposal, and its rationale for having done so. Such references should include the name and date of the manual and the name of its publisher, and the Proposer must describe the way in which it used the specific manual information (e.g., line item for production rate or pricing information) in determining the cost or pricing of the operation or other Proposal component for which the Proposer was using that information.

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

Section 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 Price Proposal, but to ensure that the Escrow Documents will be adequate to enable Department 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 Department representative.

Section 5.3 Submission by Proposer of Escrow Documents

A minimum of five (5) business days prior to the scheduled award date, the Proposer shall submit as and when described below at least one (1) legible hard copy of all Escrow Documents, including, but not limited to, copies of electronic files generated in preparation of the Proposer's Price Proposal. The Escrow Documents shall then be delivered by a representative of the Department and a representative from the selected Proposer together to an independent escrow agent, as described in more detail below.

Prior to its submission of its Escrow Documents to the Department, the Proposer shall obtain from the Department a copy of the Proposal Documents Escrow Agreement ("Escrow Agreement") that the Department will make available to all Proposers (the form for which is included in Appendix A hereof). The Proposer must have the Escrow Agreement completed by individuals with the legal authority to do so on behalf of the Proposer. The Escrow Agreement, which shall bind the Proposer to the terms of this Chapter will serve to certify, as stated here, among other things, that the Escrow Documents submitted by the Proposer contain all of the information used by the Proposer in preparing its Price Proposal, and that no other Price Proposal preparation information shall be considered by any court, arbitrator, mediator or other arbiter in resolving disputes or claims between the Department and the Contractor. The Escrow Agreement will also serve to certify, as stated here, that nothing in the Escrow Documents may be deemed to change or modify the terms or conditions of the Contract. In the event that the Proposer omits any Information or documents required by Section 5.1 above, the Proposer shall be deemed to have forfeited and waived its right to use that information in any claim or payment dispute, as well as any right it might otherwise have had to make a claim based in whole or in part on such omitted information or documents.

The Department will choose an escrow agent (the "Escrow Agent") with which the Proposer and the Department will meet to deposit the Escrow Documents. In the event that the selected Escrow Agent resigns or goes out of business, the Department 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 Proposer shall contact the Department Contact person a minimum of two (2) business days prior to the anticipated delivery of the Escrow Documents in order to coordinate the transfer of the documents. A representative of the Proposer and a representative of the Department shall meet at the office of the Escrow Agent and shall deposit the Price Documents with the Agent, along with the Proposer's Escrow Documents Assembly Certification (the form for which is included in Appendix A hereof). The Proposer's representative at that time shall give a fully and properly executed original of said Certification to both the Department representative and the Escrow Agent. The Proposer will then receive a copy of an Escrow Documents Delivery Certification from the Department representative, co-signed by Proposer and Department representatives to attest to the delivery, at the time of delivery, to the Escrow Agent.

Section 5.4 Confidentiality of Escrow Documents

The Department 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.

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

The Department will make no separate payment to the Proposer for its work and expenses in compiling, reproducing, verifying and delivering to the Department the Escrow Documents.

The Department will pay the storage and escrow charges of the Escrow Agent.

Section 5.6 Period for Which Documents Will Remain in Escrow

With respect to the Contractor, the Price Documents will be kept in escrow for the life of the Contract and Project and for any period during which the Proposer or Contractor is allowed by law to file or prosecute a claim of any kind against the Department. If such a claim is filed, pressed or prosecuted by the Proposer or Contractor, or by the Department, the Proposer's Price Documents will be kept in escrow or, if any of them prove to be relevant to such a claim, or useful to the Department in the evaluation or defense against such a claim, they will be kept either in escrow or by the Department until such time as each such claim is entirely and finally resolved, by whatever means (whether by agreement of the parties, court order, expiration of applicable limitations periods, or other means).

Section 5.7 Restrictions on Examination and Copying of Escrow Documents

The Department may examine or copy Escrow Documents at any time that it finds it useful to do so, in the Department's sole judgment, for the purposes described in Section 5.1 herein, provided that it sends to the Proposer written or email notice of (1) its intention to do so, (2) its reason(s) for doing so, (3) its purpose(s) in doing so, and (4) the material that it intends to examine or copy, at least forty-eight (48) hours in advance of the time that it conducts such examination, informing the Proposer of the date and time when it will do so, and giving the Proposer the opportunity to have a representative present during the examination or copying. The legitimate reasons for the Department's examining Price Documents shall include, but not be limited to, (1) determining the costs carried in the Proposer's Price Proposal for specific items of work, (2) negotiating price adjustments or orders for extra work during the course of the Project, and (3) evaluating, defending against, or attempting to settle formal or informal claims by the Contractor against the Department for additional compensation or for other legal relief or remedies. The one type of instance in which the Department need not give the Proposer or Contractor the advance notice described above before examining or copying Price Documents is a case in which the Department has reason to believe that the Proposer or Contractor has committed criminal fraud or some other crime and in which the Department or an enforcement agency is seeking to examine or copy Documents in order to investigate or prove the suspected crime. No Price Documents irrelevant to the broad purposes stated in this Section and Section 7.1 hereof may be examined or copied by the Department.

If a third-party arbiter with lawful jurisdiction over the matter should later determine that such examination or copying by the Department was not for legitimate purposes described in this Chapter, the arbiter may bar the Department from using the pertinent Documents or their content against the Contractor in a formal dispute.

The Department agrees to notify the Proposer by postal mail and email of its receipt of any request from a third party (such as a Freedom of Information Act request) to examine, copy, or obtain copies of any of the Proposer's Price Documents as soon as is practicable after the Department's receipt of the request. While the Department will take the position that the Escrow Documents should be kept confidential and not disclosed, it will not be obligated to litigate or pursue that issue in formal proceedings of any kind, although it will not prevent the Proposer from doing so itself if it so chooses.

Section 5.8 Termination of Escrow and Final Disposition of Documents

The Department 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 Department 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 and when the Department decides not to execute the Contract with the Proposer at some time after the public Price Proposal opening, then the Department will give the Escrow Agent a letter of instruction directing the immediate return of the Escrow Documents to the Proposer.

CHAPTER 6 –Form and Content of Technical Proposals

Section 6.1 Technical Proposal Contents

Technical Proposals shall contain four major sections: an executive summary, a comprehensive technical approach, a preliminary project schedule, and a management overview. The executive summary should provide information to understand the basic substance of the Proposal. The technical approach submission should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The 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 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 6.6 below.

Section 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 [*Insert Amount of Pages*]pages ([*Insert Amount of Pages*] double-sided sheets). The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in section 4.1, with the additional requirements of this section. Drawings and other graphic material shall be included a Technical Proposal Appendix. Technical reports and supplemental calculations shall also be included a Technical Proposal Appendix. Any inserts or cover pages at the start of sections **will** count toward the total page limit. The Technical Proposal Appendix shall not count toward this page limit. The Preliminary Project Schedule (see below) may also be included in the Appendix. The Transmittal Letter and other required documents whose forms are provided in Appendices of this RFP also will not count toward that page limit.
2. 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).
3. The Technical Proposal Appendix shall be limited to material requested in this RFP. It shall be accompanied by an index describing the information therein.
4. A digital copy of the Technical Proposal shall be placed on a secure digital storage device (CD-ROM, DVD or Memory Stick), and the Proposal's content (including any appendix) shall be submitted as PDF files.

Section 6.3 Required Transmittal Letter

The Technical Proposal shall be accompanied by a Transmittal Letter (referenced ABOVE) 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 Department, 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 Department requests for additional information, and, also, of one individual who is authorized to negotiate and execute the Contract on the Proposer's behalf.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, 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 Department. All Small Business Enterprise (SBE) forms included in Appendix A, are to be submitted with the Price Proposal, not with the Technical Proposal.

Section 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 one (1) double-sided page, 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; and
3. a description of any aspects of the Technical Proposal to which the Proposer believes that the Department 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;
4. 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.).

Section 6.5 Technical Approach

Section 2 of the Technical Proposal (the "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 complete the Project design and construct the Project.

The Technical Approach Section shall identify the quality and expected useful life of each of the facilities to be designed and constructed as part of the Project, and it shall identify the performance criteria by which each Project facility or component should be evaluated. Proposers are advised that the minimum service life for bridges is expected to be seventy-five (75) years. SERVICE LIFE CERTIFICATION TBD. 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:

1. Highway/Traffic

- a. General requirements that the Proposer anticipates would have to be met for roadway design and construction, including limits of work transitions.
- 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.
- c. Proposed Traffic Management Plan (TMP) approach and overview.
- d. The Proposer's concept plans, including plans, elevations, traffic mitigation initiatives and typical sections.

2. Bridge, Retaining Walls, and Other Structures

- a. Approach to design and construction of the superstructures of the bridges and for the bridge reconstructions, with descriptions of the intended structure types, deck joint types and locations, and bearing systems.
- b. Approach to design and construction of the pier modifications shown in the BTC, including methods of pier strengthening, with descriptions of any proposed change to pier modifications and strengthening shown in the BTC.
- c. Descriptions of accelerated bridge techniques to be used.
- d. Description of the measures that will be taken in order to achieve a minimum seventy-five-year service life.
- e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.
- f. The Proposer's concept plans, including plans, elevations, and typical sections.
- g. Materials plans for key elements (e.g., concrete for closure pours).

3. Environmental Controls and Approvals

- a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals.
- b. Measure to be taken in order to control erosion, dust and to maintain allowable levels of noise.
- c. Permanent erosion and sediment control measures to be taken that would remain in place after the Project has been constructed.
- d. A description of potential 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 Department and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.

4. Utilities

- a. Methods and schedule for verifying, locating, evaluating, and monitoring any existing utilities prior to commencement of Project work; and for protecting utilities during the Project work.

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 to the Department.
- b. The Proposer shall identify potential material substitutions that would result in a better quality end product.

Section 6.6 Preliminary Project Schedule

In Section 3 of the Technical Proposal, the Proposer shall provide a Preliminary Project Schedule. The Proposer's Preliminary Project Schedule shall be developed using standard Critical Path Method (CPM) techniques and shall develop in summary form all activities necessary to complete the Project. This is not the Progress and Payment Schedule (PPS) detailed in the special provisions attached to Part 2 of the Contract, but if the successful proposer develops this preliminary schedule is developed consistent with the PPS, certain elements, if acceptable to the Department, may be utilized as a basis for certain pre-award submission required for the PPS.

The Project Schedule shall meet the allowable timeframes specified in this RFP. If the Proposer submits a schedule showing early completion of any date or duration stipulated in the RFP as part of its Technical Proposal, and the Proposer is awarded the Contract, the Contract terms will be adjusted to incorporate the early dates/durations, and the Department's notice of award letter to the Proposer will reflect the new dates/durations submitted in the Technical Proposal. The adjusted dates/durations will be incorporated into all pertinent sections of the Contract, including those concerning incentives and liquidated damages.

The minimum information to be included in the CPM schedule regarding anticipated major milestones and their associated phasing is as follows:

- List of Construction Dates.
- Anticipated Award Date.
- Anticipated Design NTP.
- Design Completion Date.
- Anticipated Construction NTP.
- Potter School Road Closure Periods.*
- Route 2WB to Downtown Hartford Ramp Closure Periods.*
- Date of Substantial Completion.*
- Date of Final Acceptance of Work.*

In developing its Project schedule, the Proposer shall include the major elements of work broken down by stage and structure/area. For this Project the major elements of work include, but are not limited to the following:

- Critical Submittals and Approvals.
- Procurement of Any Long Lead Time Items.
- Final Design and Approval.
- Construction of Temporary Structures.
- Construction/Reconstruction of ramps and/or intersections.
- Modifications to existing Incident Management System.
- Staged Bridge Construction.
- Removal of Superstructures.
- Construction/Rehabilitation of Substructures

The Proposer may assume that the Department will try to respond within twenty one (21) calendar days to complete Project first submittals and will try to complete Project resubmittals within seven (7) calendar days. Resubmission of incomplete submittals will be considered a first submittal. Departmental reviews will be performed with respect to the Project design and in order to determine whether or not design criteria have been met; such reviews are not intended to result in final, overall approval of said design.

To the extent practicable, the Proposer, in developing its Project schedule, shall provide adequate preparation periods for Project activities and review processes in the schedule that will occur prior to the time that the Department allows the Contractor to begin physical Project construction.

So that the Department can properly evaluate the Proposer's CPM schedule, the Proposer must include in its CPM schedule and Proposal sufficient information concerning the following:

1. Work breakdown structure and schedule organization.
2. Schedule detail for major activities (activity durations, number of activities, and ample descriptions of work).
3. Schedule logic.
4. Organization of the critical path and all other paths (total float).

Section 6.7 Management Overview

Section 4 of the Technical Proposal (the "Management Overview") 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 Department 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 Department, 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 soliciting comments from the public during design development and for providing information to the public regarding Project scope and progress, in order to 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 Department in the risk identification and mitigation processes.

3. Project Controls

The Management Overview shall contain a section 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 Department; 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. This section shall include at least:

- a. A description of the system that would be used by the Proposer to prepare and update the Project schedule, calculate the progress of Project work, and track subcontractor activities as defined in the schedule requirements of the RFP.
- b. A description of how the Proposer would approach rescheduling activities in order to achieve schedule recovery objectives and how it would ensure the achievement of those objectives.
- c. A description of how the Proposer would integrate its Project schedule with the Project Milestones as defined in Section 6.6.
- d. A description of the Proposer's intended approach to implementation of Project quality, cost, and schedule controls.
- e. A description of the Project stages during which the Proposer intends to build each element of the Project, providing specific timeframes for interim events and activities (including any periods for design development).
- f. A description of the Proposer's intended approach to design and construction submittal management (including preparation, review, approval, coding, prioritization and relation to the start of work) including a description of its proposed document control system.

- g. A description of the Proposer's intended approach to change management and how it intends to foresee and mitigate potential impacts to the scope, schedule and budget of the project
- h. A description of the Proposer's approach to overall project and workzone safety.

4. 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 A.01.
- 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.

5. Design Management

The Management Overview shall contain a section summarizing the approach and plan of the Proposer for development of the Project design, including:

- a. A description of the Proposer's intended plan to integrate the Design with the procurement and construction activities.
- b. 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.
- c. 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.
- d. A description of how design submittal reviews would be organized, tracked, and managed within the Proposer and with the Department.

6. Construction Management

The Management Overview shall contain a section that describes the Proposer's 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 constructing the Project. This portion of the Proposal shall include at least:

- a. A construction 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 construction performance. The chart shall indicate how the Proposer intends to divide the project by structure.

- b. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.
- c. A description of the Proposer's intended safety and training program and of how it would be implemented.
- d. A description of the Proposer's plan for minimizing environmental impacts including dust control areas in the vicinity of the Project during construction.
- e. A description of how all contingency plans would be decided upon and implemented by the Proposer.

CHAPTER 7 – Form and Content of Price Proposals

Price Proposals will be sealed and held by the Office of Contracts until they are opened in public at the time and place scheduled and announced in advance for that opening. The Technical Review Committee will not have access to the Price Proposals during the evaluation of the Technical Proposals.

Section 7.1 Forms that Must Accompany the Price Proposal

When a Proposer submits its Price 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.

Section 7.2 Bid Bond

Details regarding bid bond requirements are contained within Chapter 9 of this part.

Section 7.3 Prevailing Wage Rates

The Contractor must pay State and federal (29 CFR 5 Subpart B) prevailing wage rates for all 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. For further information see the Connecticut Department of Labor website at:

www.ctdol.state.ct.us/wgwkstnd/bidpack.htm

Section 7.4 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 below and shown on the Price Proposal Form. Partial payments shall be derived from a cost loaded CPM schedule, a schedule of values and a Payment Request Form as described in the Payment and Progress Schedule Specification (PPS) in this RFP.

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

The sum of money shown on the Price 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.

Section 7.5 Affirmative Action and Equal Employment Opportunity (AA/EEO)

The Proposer and those of its proposed consultants and sub-consultants that are expected to perform Project services valued at ten thousand dollars (\$10,000) or more must have an Affirmative Action Plan

for the current year on file with the Department's Division of Contract Compliance ("Contract Compliance"). The plan must comply with the provisions of 41 CFR, Part 60-2.

Affirmative Action Plans must be submitted to the Office of Contract Compliance for review and approval before submission of the Price Proposal. The Proposer must supply, in accordance with the Schedule of submissions in Appendix "A", a letter from Contract Compliance, approving the entity's Affirmative Action Plan for the current year.

Any questions that a Proposer has regarding the AA/EEO requirements of this RFP should be addressed to:

Irma I. Reyes
Office of Contract Compliance
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Telephone: (860)594-2164
Fax: (860)594-3016
Email: irma.reyes@ct.gov

The requirements for the submission of documents related to AA/EEO requirements are outlined on Chapter 9.

Section 7.6 SBE Letter of Intent

Small Business Enterprises ("SBEs") as defined by Section 4a-60g of the Connecticut General Statutes shall be given the opportunity to participate in the performance of Design-Build contracts financed in whole or in part with federal funds.

The SBE participation set aside for this Project is Five Percent (5%). The set aside percentage should be accomplished by having SBE firms perform no less than the percentage of the total work inclusive of the design and construction of the Project (other than work performed by the Department, or by any consultant hired by the Department, on the BTC). The 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.

Each proposer is required to include with its Price Proposal an acknowledgement of the project SBE requirements and an affirmation of its intent to comply with these provisions. Proposers are reminded that SBE participation to be counted toward the set aside must be in the form of independent work and SBE firms must be certified by the Office of Contract Compliance at the time that the Price Proposal is submitted to the Department.

SBEs certified by the State are listed at:

<http://www.biznet.ct.gov/SDSearch/SDsearch.aspx>

SBE special provisions are included in the Terms and Conditions Section of the Contract

Any questions that a Proposer might have regarding the SBE requirements of this RFP should be addressed to:

Debra Goss
Office of Contract Compliance
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111

Telephone: (860)594-2169
 Fax: (860)594-3016
 Email: debra.gross@ct.gov

Section 7.7 Price Proposal Contents

The Price Proposal shall include:

1. The Lump Sum (L.S.) D-B Price and the Estimated (EST.) items, shown in Table 2 and detailed in the RFP, shall constitute the Proposal Price. This Price is to be the total amount that the Department would pay for all work under the original Contract executed by the parties.

The breakdown of the Proposed Price is intended to assist the Department 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.

The Schedule of Value (S.V) amounts shall be comprised of the sum of all the Minor Schedule of Value (m.s.v) amounts shown below them.

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 Price shall take precedence.

The Estimated Item Values (EST) have been determined by the Department, the Proposer is not to change them.

Table 2: Payment Schedule – Proposal Price

Item	Item Description	Unit
1	D-B Price (subtotal 1.1 to 1.18)	L.S.
	1.1 - Project Design	S.V.
	1.2 - Mobilization and Project Closeout	S.V.
	1.3 - Bridge Superstructure - Bridge No. 02366	S.V.
	1.4 - Bridge Superstructure - Bridge No. 02367	S.V.
	1.5 - Bridge Superstructure - Bridge No. 02369	S.V.
	1.6 - Bridge Superstructure - Bridge No. 00847	S.V.
	1.7 - Final Roadway Paving & Markings	S.V.
	1.8 - Maintenance and Protection of Traffic	S.V.
	1.9 - IMS Camera and Pole	S.V.
	1.10 - Public Outreach	S.V.
	1.11 – Owner Specified General Condition Items (subtotal of m.s.v. 1.11.1 to 1.11.5)	S.V.
	1.11.1 - Quality Management Plan*	m.s.v
	1.11.2 - Quality Control Plans*	m.s.v
	1.11.3 – Project Progress and Payment Schedule*	m.s.v

	1.11.4 - Document Control Specialist*	m.s.v
	1.11.5 - Construction Field Office	m.s.v
	1.12 - Environmental Management (subtotal of 1.12.1 to 1.12.8)	S.V.
	1.12.1 - Environmental Health and Safety	m.s.v
	1.12-2 - Controlled Materials Handling	m.s.v
	1.12.3 - Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area	m.s.v
	1.12.4 - Environmental Work - Solidification	m.s.v
	1.12.5 - Disposal Of Controlled Materials	m.s.v
	1.12.6 - Management Of Reusable Controlled Material	m.s.v
	1.12.7 - Handling Contaminated Groundwater	m.s.v
	1.12.8 - Other (as specified by the Proposer)	m.s.v
	1.1 - Other Costs to be included in the L.S. not broken down above	S.V.
2	Estimated Quantity and Cost Items	
	TBD	EST
	2.6 - Trafficperson (Municipal Police Officer)	EST

*required minimum price (see Special Provision for the Item)

CHAPTER 8 - SELECTION PROCESS AND EVALUATION CRITERIA

Section 8.1 Weighted Criteria Algorithm

The selection of the Proposal deemed by the Department 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 Department 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 Department'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:

$$\text{Technical Score TS} = W_1S_1 + W_2S_2 + \dots + W_iS_i$$

Where:

i = Qualitative Rating Factor (1, 2, 3,... i)

W_i = Weight Percentage for Factor i

S_i = Qualitative Rating Score for Factor i (on a scale of 1 to 100)

(Note: The highest technical score would be 100 points.)

$$\text{Price Score} = \text{PS} = W_p * (1 - (B - LB) / LB)$$

Where:

W_p = Price Weight Factor

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

B = Bid Value (Price Proposal)

LB = Low Bid Value (lowest Price Proposal)

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

Best Value = Largest Value of: TS + PS

Section 8.2 Submission of Proposals to the Technical Review Committee

Once a Technical Proposal has been found to be technically consistent with all approved ATCs, the Technical Proposal will be forwarded to the Technical Review Committee for review and evaluation.

Section 8.3 Initial Proposal Evaluation

The Department 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.
3. Approved ATC's have been applied correctly.
4. The Technical Proposal contains details that were not shown in the BTC and were not submitted as an ATC, and, in the Department's opinion, should have been requested as an ATC.

Proposers whose Proposals are not consistent with the RFP requirements and with any approved ATCs may be deemed by the Department to be ineligible for consideration for an award of the Contract.

Section 8.4 Oral Presentations and Proposal Clarifications

The Department will schedule and hold an oral presentation meeting with each proposer. This presentation will be an opportunity for the proposer to discuss its proposal with the Department. Minor clarifications may be discussed at the oral presentation. The format of the presentation meeting will be at the discretion of the Department.

The Technical Review Committee shall determine if any clarifications of a Technical Proposal would be significantly helpful to the Committee 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 Committee decides to seek a clarification of a Technical Proposal, the Department 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 Committee. Clarifications requested at the oral interview should be confirmed in writing.

Section 8.5 Numerical Scoring of the Technical Proposals by Designated Categories

Technical Review Committee 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.

Each major category and subcategory (listed below within this Chapter) will be qualitatively evaluated by the Technical Review Committee, which will assign it a numerical rating in accordance with the following guidelines:

- **EXCEPTIONAL:** The Proposer has demonstrated an approach to Project design or construction that significantly exceeds 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.
- **GOOD:** The Proposer has demonstrated an approach to Project design or construction that exceeds 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.
- **ACCEPTABLE:** The Proposer has demonstrated an approach to Project design or construction that meets the stated requirements and objectives of the RFP. That approach is of acceptable quality. The Proposer demonstrates a reasonable probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses, but they are minor and could readily be corrected.
- **POOR:** The Proposer has demonstrated 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. The Proposer should be capable of providing an acceptable or better response concerning this matter.

- **UNACCEPTABLE:** The Proposer has demonstrated 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 Committee will use these guidelines in assigning numerical scores to their evaluations of the designated categories and subcategories listed in Section 10.6 below, making it possible then to apply the weighting factors enumerated in that Section in order to arrive at a quantitative representation of the Committee's judgment of each Technical Proposal.

Section 8.6 Selection Criteria

The Technical Review Committee 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. Technical Approach (50% Of Technical Criteria)
 - a. Bridges and other Structures (20% of Technical Criteria)
 - b. Highway/Traffic (5% of Technical Criteria)
 - c. Environmental Controls and Approvals (5% of Technical Criteria)
 - d. Innovation (10% of Technical Criteria)
 - e. Project Schedule (10% of Technical Criteria)
2. Project Management (40% Of Technical Criteria)
 - a. Administration and Coordination (8% of Technical Criteria)
 - b. Risk Management (4% of Technical Criteria)
 - c. Project Controls (8% of Technical Criteria)
 - d. Quality (8% of Technical Criteria)
 - e. Design Management (6% of Technical Criteria)
 - f. Construction Management (6% of Technical Criteria)
3. Qualifications Score (10% Of Technical Criteria)

The Qualifications Score is the score that the Qualifications Review Committee has previously assigned to the Proposer's Statement of Qualifications during the RFQ process.

Section 8.7 Determination of Overall Technical Score

The Technical Review Committee will submit all technical review scores to the Office of Contracts, which will then calculate the overall technical score for each Proposer. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

Section 8.8 Price Proposal Opening

After the technical scores have been tabulated and at a time and date and public place that will be announced to all Proposers at least forty-eight (48) hours before the event, the Office of Contracts will open the sealed Price Proposals in a public event (the "Proposal Opening") following this format:

1. The sealed Price Proposals will be opened and the Proposal Price from each will be read aloud at the Proposal Opening. The Price score ("Price Score") for each Proposer will be calculated during the event by the Office of Contracts in accordance with the criteria set forth in this chapter of the RFP.
2. The total Technical Proposal scores of each Proposer will then be announced.
3. The Price Score will be added to the Technical Scores by the Office of Contracts, which will post and rank the Apparent Best Value Scores during the event.
4. The Proposer with the highest Best Value Score will be announced as the Apparent Best Value Selection.

CHAPTER 9 – PRE AND POST SELECTION REQUIREMENTS

Section 9.1 Schedule of Submissions

In addition to meeting the submission requirements outlined in Chapters 6 and 7, 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 Department may require additional submissions due to updates of contracting requirements for Department Projects. The Proposer by submitting its Proposal agrees that it will comply with the pre-award requirements set by the Department's Contracts Unit and this RFP.

Section 9.2 Pre-Award Project Progress and Payment Schedule (PPS) Requirements:

The following is an excerpt from the Project Progress and Payment Schedule Specification. These activities, submittals and approvals must be completed prior to Award of the Contract.

I. Activities:

- a. Initial Work Breakdown Structure, Items not in the PPS and Calendars - Within seven (7) calendar days after notice of selection as the successful Proposer, the Contractor shall prepare and submit for review the proposed detailed Work Breakdown Structure (WBS). The WBS submittal shall be accompanied by a narrative explaining the thought process behind the WBS and how the WBS is coordinated with the Schedule of Values equaling the Lump Sum Proposal Price (D-B Proposal Price), other items in the contract, accommodates the requirements of project planning and payment, and how the WBS structure will allow for a realistic representation of the design, submittals, approvals, reviews, procurement and construction of the work.

As a reference the WBS should at a minimum, have separate sections for each of the disciplines for design and construction. The WBS should be broken down further into subsections of categories for the required designer services (including investigations/permitting/design/construction/administration), quality management, quality control; submittals, review and approval, outside approvals, temporary works, demolition, construction activities. Each of the subsection categories should be further allocated based upon milestone deliverables for the particular category task or phase of completion. Construction activities should be allocated based upon construction specification format for each specification section related to the applicable portion of the Work.

Also, to accompany the submission will be the Contractors proposed schedule of values items to appear on the monthly payment request form but not in the PPS. Items that the Department will consider are items of work that do not correlate to temporary or final installed physical work required for the completion of the project but that involve monthly or periodic payments such as but not limited to, the Construction Field Office and the PPS. If approved by the Department these items shall not be incorporated in the PPS but shall appear on the monthly payment request form.

In addition to the above the Contractor shall submit its proposed Calendars to be utilized in constructing the schedule for acceptance by the Department. Any Calendars that the Contractor wishes to use in the PPS must be approved by the Department prior to their use.

- b. Schedule Coordination Meeting – A schedule coordination meeting shall be coordinated by the Contractor immediately following the submission of the WBS to discuss at a minimum: the contractor's planned approach to the project, contract milestones, submittal requirements, design and construction relationships, schedule specifications, cost loading, third party work items, phasing/staging, site access, subcontractor schedules, coding, updates, and change orders. Following the schedule coordination meeting and prior to the development of the PPS

preceding further, the Department must concur in concept with the WBS and items not to appear in the PPS.

- c. Initial Baseline PPS - Within Thirty (30) calendar days after notice of selection as the successful Proposer, the contractor shall prepare, in accordance with all requirements of the Project Progress and Payment Schedule special provision, and submit for review and acceptance a detailed PPS for all work contemplated for the first one hundred and twenty (120) calendar days after the Notice to Proceed. All work contemplated beyond the first one hundred and twenty (120) calendar days shall be shown in sufficient detail such that the Critical Path may be identified, all contract milestones are identified and the cost loading of the schedule can be verified and compare to the previously approved schedule of values. The Department shall be the sole judge as to whether the schedule is sufficiently detailed and shall be allowed 14 days to review and comment or accept the initial baseline schedule.

The Contractor will provide a transmittal letter, narrative, expanded Schedule of Values equaling the D-B Price, and reports to accompany the initial baseline PPS submission. The narrative shall include:

1. Identification of unusual conditions or restrictions regarding labor, equipment, or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours.
2. Description of the critical (longest) path
3. Description of the near critical paths, defined as those activities not on the critical path with total float less than fifteen (15) calendar days
4. Reasons for an early or late scheduled completion date in comparison to the contract completion date
5. Correlation of the schedule of values and the schedule activities from the highest level of the WBS to the lowest level of the WBS
6. Description of a plan of completing the stages of the project in relation to the closure periods

The reports shall include those specified herein and applicable to a baseline schedule.

The Initial Baseline PPS shall have a data date of the first day of the contract.

This schedule must be approved by the Department prior to award of the Contract.

Upon acceptance of the Initial Baseline PPS, shall be saved as a baseline to the current project and be assigned baseline type "Initial Plan". The acceptance of the Initial Baseline PPS shall in no way waive the requirements of the Contract nor shall it excuse the Contractor from any obligations under the Contract. No updates to a Baseline Schedule shall be made unless prior notification and acceptance is given by the Department.

The expanded Schedule of Values breakdown of the D-B Price shall be based on the completion of defined portions of the work on the PPS.

In developing the expanded Schedule of Values the Contractor shall recognize that the Department's payment obligation is limited to completed and acceptable work. The cost breakdown shall be developed based on the Baseline PPS, the Schedule of Values submitted with the Contractor's Price Proposal, this specification and other contract requirements. Upon review and approval by the Department will be known as the Schedule of Values.

The Expanded Schedule of Values shall be allocated among the scheduled activities for the project such that each activity has a price allocation that accurately indicates the cost of the activity. The Contractor's allocation of the Schedule of Values shall be subject to the approval of the Department.

The Schedule of Values will be subject to limitations set forth in the specifications, such as minimum assignment of value. The minimum assignment of value or minimum bid appears in various specifications such as Document Control Specialist, Mobilization and Project Closeout, this specification and others.

Section 9.3 Review of Price Proposals and Award of Contracts

The Department will review Price Proposals for "responsiveness" in various respects to determine if they comply with applicable statutes, regulations, and the Department's Standard Specifications. Each Proposer is required to include with its Price Proposal the following documents: the completed Price Proposal form, Schedule of Values, the required bid bond, the required non-collusion statement, and any other required items or information required by this RFP, by the Schedule of Submissions described above, or by the Office of Contracts.

As required by the Project specifications or as directed by the Office of Contracts, but in no case more than seven (7) calendar days after selection, the apparent Best Value Selection shall furnish to the Office of Contracts all required submittals, properly executed on the forms provided by the Department, such as, but not limited to:

1. Small Business Enterprises documentation. (Due 7 days after the public bid opening).
2. Statement of Anticipated Source of Materials (four [4] copies) - A complete statement (in triplicate) of the origin and manufacture of any manufactured materials that are to be used in construction of the Project. If requested to do so by the Department, the Proposer will furnish to the Department samples of such materials at the Proposer's expense. Such samples may be tested by the Department in the ways provided for in the Contract in order to determine their quality and fitness for Project work.
3. Affirmative Action Plan Certification – Proposers must have an approved Affirmative Action Plan on file with the Office of Contract Compliance.
4. Certificate of Compliance with OSHA Standards (CGS Sec 31-57b).
5. Department of Motor Vehicles – Motor Carrier Review for State Contract Awards (not an actual submittal) – Please refer to the DMV website at www.ct.gov/dmv for important information about the process and the qualification requirements.

Failure by the Proposer to make all required submissions within the time designated by the Department, unless a time extension for same has been approved by the Department, will likewise be deemed a failure to satisfy the conditions for voiding of the Bid Bond required for all Price Proposals, and the Bid Bond would consequently be retained and used by the Department as specified in the Bid Bond.

Charts or listings shall be submitted on forms either furnished by or approved by the Department. The schedule of progress or time charts will show the plan of construction and the proposed method of carrying out Project work, including a full statement of the equipment to be used for same. Such charts and listings may be used in further consideration of the Proposals as deemed necessary and appropriate by the Department, and may be used by the Department after Award of the Contract as a check on actual Project progress.

The Commissioner reserves the right to do any or all of the following without liability to the State: a) waive technical defects in Price Proposals as he or she may deem best for the interests of the State; b) reject any or all Proposals; c) cancel the award or execution of any Contract prior to the issuance of the "Notice to Proceed;" and d) re-advertise the Project Contract with this or a similar RFP.

Section 9.4 Rules for Award of Contracts if the Aggregate Amounts of the Bids for Which a Given Proposer Is the Apparent Best Value Selection on a Given Day Would Place That Proposer over Its Bidding Capacity

A Proposer may be issued and may submit Price Proposals for more than the contract to be opened on the same day, but any bids or Price Proposals that place the contractor in the position of exceeding its bidding capacity may be rejected. If the Proposer is found to be the apparent Best Value Selection for a contract, and its Price Proposal for that contract does not place the Proposer over its bidding capacity or project bid limit, the Proposer may be awarded that contract; but any and all subsequent bids opened on the same day that would place the Proposer in the position of exceeding its bidding capacity will be rejected. If a Proposer proves to be the apparent low bidder or Best Value Selection for more than one contract on a given day, but its capacity is adequate only for the award of one of the contracts, the Proposer shall not have the power to choose which contract to accept; the Proposer will be awarded the contract(s) in the order of bid or Price Proposal value, starting with the highest, to the lowest value, until the Proposer's bid capacity is insufficient to cover the "next" contract.

If a Proposer proves to be the apparent low bidder or Best Value Selection for more than one contract for which bids or Price Proposals are opened on a given day, and if that Proposer has sufficient bidding capacity to be awarded more than one of those contracts, but the Proposer believes that it will not have sufficient other resources to perform all of its obligations under more than one of those contracts, it may submit a written request to the Department, explaining its lack of adequate resources and asking to withdraw from consideration for the award of more than one of those contracts. The decision to grant or deny such a request will lie in the sole discretion of the Department, and such a request will not likely be granted, except under unusual circumstances of understandable mistake, improbable events, or other exceptional cause. The Proposer may not, in any event, choose which of the contracts it will enter into from that day's bidding; it must accept them in the order of bid value as stated above, until its available resources are insufficient to meet the obligations of the "succeeding" contract.

Section 9.5 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 Price Proposal. Failure to complete and return this statement of non-collusion with the Price Proposal may result in rejection of the bid as nonresponsive.

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

Section 9.6 Statement of Work under Contract

A Statement of work under Contract (included in Appendix A) required when submitting a Price Proposal must be submitted as a pre-selection requirement. In addition, the apparent Best Value Selection must submit an updated Part C to the Department within seven (7) days after the public bid opening, or as specified by the Office of Contracts.

The information about the outstanding work indicated in the Statement of Work under Contract must be the most recent that is available from the Proposer's record-keeping and accounting system, after the date of the public bid opening for the Contract that is pending award.

The Statement of Work under Contract must be an original, completed, notarized and signed by an individual authorized to sign legal documents and contracts on behalf of the bidder.

If the Commissioner deems that a Proposer's failure to provide timely and accurate information about its outstanding work was intentional on a contractor's part, and was designed to deceive the Department

as to the Proposer's true bidding capacity or in some other respect, the Commissioner may deem that failure to be sufficient cause for finding the Proposer non-responsible if it should become the apparent low bidder or Best Value Selection for the Contract or any other Department contract.

Failure to comply with these requirements may result in the entire Proposal being rejected as nonresponsive. In addition, if the Statement of Work under Contract submitted by the apparent Best Value Selection indicates that the apparent Best Value Selection has insufficient bidding capacity to be eligible for award of the Contract, and the Proposer is unable to provide a letter from a Surety Company that satisfies the requirements of this Section within the time specified by the Office of Contracts, the apparent Best Value Selection Proposal will be rejected as nonresponsive.

The Department reserves the right to determine whether or not a Proposer has sufficient bidding capacity, or capacity to complete the work under the Contract, as the Department may deem appropriate or in the best interests of the State, and reserves the right to request any additional information for the purpose of substantiating, supplementing, or clarifying the information in the Statement of Work under Contract.

Section 9.7 Bonding

Except when otherwise specified, no Proposal will be considered unless accompanied by a Proposal guaranty in the form of a bid bond from a surety company satisfactory to the Commissioner, on the form furnished by the Department, in an amount equal to *at least* thirty percent (30%) of the amount of the bid (round up the amount if necessary in order to meet this requirement), or unless the Proposer has on file in the Office of Contract an annual bid bond in the proper amount. If a Price Proposal is not accompanied by a properly completed bid bond that meets all Department requirements for such, the Price Proposal may be rejected as nonresponsive.

Bid Bonds and the United States Treasury Listing

No bid bond will be accepted by the Department unless: (a) it is written by a bonding company that appears in the United States Department of the Treasury's current listing of sureties approved to issue bonding for federal construction projects, and (b) the bond is written for an amount that does not exceed the bonding company's underwriting limitation as stated in the current edition of said listing. Any Price Proposal that includes a bid bond not meeting these requirements will be rejected as nonresponsive.

Annual Bid Bonds

In lieu of submitting a bid bond for each individual contract project for which a Proposer bids, the Proposer may file with the Office of Contracts, on the form provided by the Department, an annual bid bond to cover any Department contracts for which the Proposer becomes the apparent Best Value Selection or low bidder during the year covered by the bond. If the unused amount of an annual bid bond is insufficient to meet the bonding requirement for a given bid, the Proposer must submit with its Price Proposal a separate bid bond in the full amount required for that Price Proposal; the remaining portion of the annual bid bond may not be applied toward the bid bond requirement for the subject Proposal.

Defects in Bid Bonds

Any defect in a bid bond submitted with a Price Proposal may result in the rejection of the related Price Proposal. Any defect in the bid bond that the Department deems to be material will result in the automatic rejection of the entire Proposal. No such material defect may be cured once the bid is opened at the public bid opening, since the desired coverage must take effect at the moment that the bid is opened.

Reinsurance and Coinsurance

No reinsurance or comparable offering or arrangement will be accepted in connection with bid, payment or performance bonds. Neither will coinsurance be acceptable with respect to bid bonds. Coinsurance will be acceptable, however, for payment and performance bonds, subject to the following limitations:

- a. For contracts with a bid price of less than ten million dollars (\$10,000,000), no coinsurance will be accepted.
- a. For contracts with a bid price of between ten million dollars (\$10,000,000) and fifty million dollars (\$50,000,000), a maximum of two (2) insurers may provide the bonding as coinsurers.
- b. For contracts with a bid price of more than fifty million dollars (\$50,000,000), a maximum of three (3) insurers may provide the bonding as coinsurers.

Proposed coinsurers must understand and agree that the Department will be entitled to hold all sureties that execute Payment and Performance Bonds as coinsurers jointly and severally liable for the entire obligation set forth by the bonds that they provide as coinsurers. Sureties will not be allowed to limit their individual obligations under such bonds to anything less than liability for the full amount of the bond/contract value.

Section 9.8 Rejection of Proposals or Proposers

Nonresponsive Proposals

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

1. the Proposer's project bid limit (determined by the Department), if any, is not greater than or equal to the Department's Engineer's estimate of the cost of the proposed Project work; or if the Proposer's bidding capacity (determined by the Department) is not equal to or greater than the estimated Project cost combined with the value of all other work
 1. which the Proposer has undertaken but not yet completed and
 1. for which the Proposer is the apparent low bidder or apparent Best Value Selection, but for which the Proposer has not yet been awarded a contract;
2. the Proposer has failed to file with the Department a current contractor's prequalification statement and request for proposal that comply with this RFP;
3. the Proposer, since its last submittal of a contractor's prequalification statement to the Department, has failed to provide the Department with revised information required under the provisions of the Departments' Construction Contract Bidding and Award Manual within such time as may have been prescribed by the Department for that purpose;
4. the Proposer has failed in some other way to provide accurate information or documents as and when requested by the Department (if, however, the Department deems a failure of this kind to have been designed to conceal or falsify the truth of a pertinent matter, that failure may constitute cause for finding the bidder nonresponsive);
5. the bid bond or the non-collusion affidavit submitted with the Price Proposal is defective or incomplete;

6. the Proposer has not submitted to the Department an affirmative action plan which is currently acceptable to the Department;
7. the Proposer has altered the Price Proposal without the written consent of the Department to do so;
8. the Proposer has submitted a Price 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 Price Proposal, the submission of a defective or unenforceable bid bond, and the failure to provide pricing or other information required by the Department's bid proposal form).

Nonresponsible Proposers

The Commissioner may reject an apparent Best Value Selection as nonresponsible if, for instance:

- a. in the opinion of the Commissioner, the Proposer should not, for other reasons, be deemed to be qualified to receive an award of the pending Contract under applicable laws and regulations;
- b. in the opinion of the Commissioner, the Proposer does not have a satisfactory record of compliance with federal, state and local laws and regulations, including, but not limited to, those pertaining to the environment, discrimination, affirmative action obligations, occupational safety and health standards, labor and employment, and the prompt payment of subcontractors and suppliers;
- c. the Proposer, or one or more individuals among the Proposer's personnel, has been involved in acts of unethical business conduct, criminal conduct, or other wrongdoing;
- d. the Proposer or an affiliate of the Proposer is currently suspended or debarred by a government entity from bidding for contracts in a jurisdiction within this state or in any other jurisdiction;
- e. in the opinion of the Commissioner, the Proposer lacks the necessary and sufficient organization, experience, equipment, skilled employees or agents, or the ability to obtain such equipment or personnel in a timely manner, as would enable the Proposer to complete the Project in accordance with the Contract;
- f. in the opinion of the Commissioner, the Proposer does not have a satisfactory record on one or more of its previous projects with any owner
 1. of performance in accordance with contract provisions, an
 2. of cooperation with parties for or with whom it has worked, whether those projects were inside or outside of the State of Connecticut, and whether those parties were public or private entities;
- g. in the opinion of the Commissioner, the Proposer lacks the financial strength, resources or liquidity necessary to prosecute and complete the Project in a timely and satisfactory manner;
- h. in the opinion of the Commissioner, the Proposer lacks managers with the experience, knowledge, and good judgment in financial, business, and construction matters which the Commissioner deems necessary for ensuring the satisfactory and timely completion of the Project;

- i. in the opinion of the Commissioner, the Proposer has made significant misrepresentations of fact to or about the Department; or
- j. the Commissioner deems, in his sole discretion, that there is reason to doubt (a) that the Proposer will fulfill all requirements of the Contract and the relevant law; (b) that the Proposer has the financial, managerial, and other resources necessary to do so; or (c) that the Proposer will exhibit integrity, honesty, cooperativeness, professionalism, and skill in all dealings related to the performance of the Contract, and in all dealings that would arise from or relate to the Contract or the Project.

Section 9.9 Affidavits / Certifications / Affirmations (OPM Forms)

As a result of Public Act 11-229, the process in which the Department will receive Affidavits/Certifications/Ethics Affirmation Forms (OPM Forms), for the purpose of contract bidding and contract award, has been revised. The new law greatly simplifies the requirements and allows for the use of electronic Forms (PDFs). The following link will guide you to the revised OPM Forms:

http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=386312&opmNav_GID=1386

Under the new law, the Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and the Consulting Agreement Affidavit (OPM Form 5) will only have to be filed once and will be updated only if any information on the form changes. The Gift and Campaign Contribution Certification (OPM Form 1) and Nondiscrimination Certifications will be filed once per year, with any updates required upon changes to information. The Iran Certification (OPM Form 7) must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the price proposal regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

Updates are required within 30 days of any change. The Forms (with the exception of Form 7) are no longer contract specific, but are required to be filed (uploaded) with the Department of Administrative Services (DAS) online system (Biznet), prior to contract award and/or execution of any contract.

All Proposers must upload the applicable/required "Forms" to the DAS online system (Biznet). Please access the LINK to subscribe to Biznet and download the "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)".

<http://das.ct.gov/cr1.aspx>

Once the "Forms" are on file with the DAS online system (Biznet), the Proposer's obligation is complete, until the need for revisions/updates and/or new annual submission as required by the specific Form.

Failure to update this forms pursuant to the conditions stated above may result in the entire proposal being found non-responsive and the contract being awarded to the second Best Value Selection. Copies of these forms are provided as part of Appendix A of this RFP in the event an update is required.

Section 9.10 Small Business Enterprises (SBE) Forms

The Department is committed to the effective implementation of the Small Business Enterprise (SBE) Program as defined in Section 4a-60g of the Connecticut General Statutes.

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 SBE Programs or the requirements of Section 4a-60g of the Connecticut General Statutes. The Department shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of DOT-assisted contracts and concession opportunities.

CHAPTER 10 – REQUIREMENTS FOR EXECUTION, WITHDRAWAL OR PROTEST OF THE CONTRACT

Section 10.1 Payment and Performance Bonds

The Proposer that receives a written award of the Contract from the Department must, at or before the time set by the Department for execution of the Contract, deposit with the Contracts Office a bond for the satisfactory performance and completion of the Project work and a bond (as required by Connecticut General Statutes § 49-41) for the payment of debts pertaining to materials, rental of equipment, and labor used in its performance under the Contract. These bonds shall each be in an amount equal to the amount of the total Contract price of the Contract signed by the Proposer. The amount of each such bond must be within the underwriting limitation established by the United States Department of the Treasury for bonds written by the surety that wrote the bond.

The forms of the bonds shall be those provided by the Department. The surety providing each one of them must be a corporate surety that is licensed to sign surety bonds in the State of Connecticut and that is satisfactory to the Commissioner. The Contractor must treat the costs of these bonds as general costs of the Project, and the State shall not reimburse the Contractor for the cost of them under any Contract item.

Section 10.2 Failure to Execute Contract

Unless the Department and the apparent Best Value Selection have agreed upon an extension of time to execute the Contract, any apparent Best Value Selection that fails to furnish the required submittals listed below or elsewhere in this RFP, or who fails to execute the Contract within the time specified by the Department after the Contract's award, shall forfeit its claim to the Contract; and its Bid Bond shall be retained and called by the Department as specified in the Bid Bond. The Department shall provide ten (10) calendar days prior written notice of the Contract execution date whenever possible.

Submittals required for Contract execution:

1. Performance and Payment Bonds
2. Certification of Insurance (ACORD Form)
3. Certification of Authority
4. Non-Discrimination Certification

Section 10.3 Withdrawals of Contracts or Projects

As Proposers should understand, the Department will also not award the Contract to an apparent Best Value Selection in those cases in which the Department 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 withdrawing a Project include, but are not limited to: losses 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 Department 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 Price Proposal for a Price within the available funding limits, or failure to receive enough Proposals to assure the Department 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 Department representatives to discuss the Department'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 Department to award the Contract; *i.e.*, to do so would almost certainly result eventually in the Proposer's filing a claim against the Department for substantial delay damages. Such a situation may arise, for instance, because the Department 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 Department 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.

Section 10.4 Submission and Review of Complaints Regarding Bidding or Awards

Connecticut law does not require the Department to provide for bid protests concerning its contract bid and award decisions, and the following does not establish any formal or enforceable right on the part of Proposers to hearings on or appeals from the Department's bid and award decisions. Nonetheless, the Department is concerned that all such decisions be made on a sound, fair, and consistent basis. The Department gives, and will continue to give, serious consideration to all complaints from Proposers concerning construction contract bids and awards. As most Proposers know, the following describes the Department's longstanding practice regarding such complaints.

Any complaints regarding bids or proposed awards should be addressed in writing to the Transportation Manager of Contracts, Contracts Section, 2800 Berlin Turnpike, Room Number 1319, Newington CT 06111. Such complaints must identify the pertinent project contract, and must state clearly and fully the nature of the complaint, all reasons for the complaint, and any action or remedy sought by the complainant.

Bids are reviewed initially by the staff of the Department's Office of Contracts. Any decision to reject a bid as nonresponsive will be reviewed, in addition, by the Office of Contracts. If the Office of Contracts affirms such a decision, it will send (by mail and facsimile transmission) a letter to the complaining Proposer, informing it that its bid has been rejected, and explaining the reason(s) for said rejection.

If the Proposer wishes to persuade the Department that its Proposal ought not to be rejected, or wishes to discuss related matters with Department representatives, the Proposer must, within five (5) business days following the issuance of the Department's rejection letter, send to the Office of Contracts (by mail and facsimile transmission) a letter stating (1) the Proposer's reasons, if any, for believing that its Proposal ought not to be rejected; (2) any questions that the Proposer wants to pose to Department representatives regarding the matter; and (3) the Proposer's request, if any, for a meeting with Department representatives to discuss the matter. Following receipt of such a letter, the contents of the letter will be examined and considered by the Director of the Division of Contract Administration, or some higher Department official.

The Department will then either (1) respond in writing to the complainant's letter, affirming or elaborating upon the Department's initial decision, or modifying or reversing that decision, with an explanation of the reason(s) for doing so; or (2) offer the complainant a meeting with Department representatives at Department headquarters in Newington, at a specified time on a specified date. The complainant may bring legal counsel to such meeting. At such meeting, the complainant may make to Department officials whatever presentation it reasonably deems appropriate, and the complainant should submit to the Department correspondent, in advance, of such a meeting, copies of any documents that it wants the Department to consider in reviewing pertinent matters or requests.

An apparent Best Value Selection may also be denied award of the subject Contract if the Commissioner deems the Proposer unqualified or otherwise nonresponsive as the potential Contractor

under the Contract. Causes for a finding of nonresponsibility may include, but shall not be limited to, those described in Chapter 9 hereof.

In any instance in which Department representatives believe that there is reason to be concerned about the responsibility of an apparent Best Value Selection, one or more internal meetings to inquire into and discuss the causes for that concern will be held among officials from the Department's Bureau of Finance and Administration, and other affected Department bureaus or divisions. If the consensus of those in attendance is that there is good cause for such concern, a letter will be sent to the Proposer by the Bureau Chief (the "Bureau Chief") of the Bureau of Finance and Administration, identifying the subject Contract, stating the nature and cause of the Department's concerns, and inviting the Proposer to a meeting ("non-responsibility meeting") with Department representatives. If the Proposer wishes to persuade the Department that the Commissioner should not deem it nonresponsible, or wishes to question Department officials as to what the Proposer needs to do in order to avoid being found nonresponsible as the apparent lowest bidder or Best Value Selection for any future Department contracts, the Proposer should accept and respond to the invitation in the manner prescribed in the Bureau Chief's letter.

Such a nonresponsibility meeting will be presided over by the Bureau Chief or by the Bureau Chief's delegate, and will be attended by other Department officials or employees involved with the causes for concern. Officials or employees from the Proposer who have knowledge of matters related directly to the Department's concerns must attend the meeting. The Proposer may also be represented at the meeting by any other individuals of its choosing, including legal counsel. (Depending on the circumstances, the Bureau Chief may decide that more than one such meeting is necessary or appropriate.)

Subsequent to such meeting, the Bureau Chief, in consultation with other Department representatives, will make a decision as to whether or not to recommend to the Commissioner that the Proposer should be deemed nonresponsible. If the Bureau Chief recommends such a finding, he or she will transmit to the Commissioner a memorandum setting forth the recommendation and specifying the reasons and support for that recommendation. The Commissioner will then review the recommendation and findings with other Department officials, and will inform the Proposer of the Commissioner's decision by letter, either adopting the Bureau Chief's memorandum of recommendation and findings (which, in such case, shall be attached to the Commissioner's letter), or directing the Bureau Chief to continue the process of awarding the subject Contract to the Proposer.

If (1) the causes for the Department's concern regarding the Proposer's responsibility have been the subject of prior meetings or correspondence between the Department and the Proposer, (2) the Commissioner deems that the Proposer has already had ample notice of those concerns and an ample opportunity to be heard in that connection, and (3) time constraints (such as those imposed by funding deadlines, public safety hazards, or scheduling sequences) make it impracticable to hold a nonresponsibility meeting of the kind described above, the Department may choose not to hold such a nonresponsibility meeting with representatives of the Proposer before the Bureau Chief recommends a finding to the Commissioner.

If a Proposer for the Contract, although it was not itself an apparent lowest bidder or Best Value Selection for that Contract, desires to pursue a complaint about the Department's decision not to reject another Proposer's bid or proposal as nonresponsive, or not to find another Proposer nonresponsible as the apparent low bidder or Best Value Selection for that Contract, the complaining Proposer should follow the same procedures described above for the complaints of apparent low bidders or Best Value Selections that are refused an award.