
ATTACHMENT 3.4.3.2

ALTERNATIVE TECHNICAL CONCEPT (ATC) SUMMARY FORM

ATC ID Number:

ATC Name-Description:

OFFEROR:

DATE ATC SUBMITTED:

NOTE: ATC Summary shall be limited to four pages, 12-pt font, single spaced, excluding preliminary drawings or supporting documentation.

1) Provide justification as to how the proposed ATC meets or exceeds the project goals and objectives as stated in the RFP.

Offeror to complete

2) All references to requirements of the RFP that are inconsistent with the proposed ATC and explanation of the nature of the deviations from said requirements.

Offeror to complete

3) The locations where, and an explanation of how, the proposed ATC will be used on the Project;

Offeror to complete

4) The reduction, if any, in the Contract Time(s) resulting from implementing the ATC, including, as appropriate, a description of method and commitments

Offeror to complete

5) If additional right-of-way is required, discuss potential impacts, if any, this additional right-of-way may have on the NEPA process;

Offeror to complete

6) Identify any changes to existing access points and addition of new access points;

Offeror to complete

7) Discuss potential impacts on vehicular traffic (both during and after construction);

Offeror to complete

8) Additionally, the Offeror should discuss other items relevant to this ATC including but not limited to the following:

- (a) maintenance requirements and any changes to standard VDOT practices associated with the ATC;
- (b) operational aspects of the proposed ATC (if applicable);
- (c) potential changes in the anticipated service life of the item(s) comprising the ATC;
- (d) environmental permitting approach, community impact, and safety; and
- (e) if applicable, a description of other projects on which a similar ATC has been used, degree of success or failure of such usage, and contact information, including names and contact information, including phone numbers and e-mail addresses, for project owner representatives that can confirm such statements.

ATTACHMENT 3.4.3.4

ALTERNATIVE TECHNICAL CONCEPT (ATC) SUBMITTAL FORM

ATC ID Number:

ATC Name-Description:

OFFEROR:

DATE ATC SUBMITTED: Enter a date.

NOTE: Formal ATC Submission Form shall be limited to ten pages, 12-pt font, single spaced, excluding preliminary drawings or supporting documentation.

A) Provide justification as to how the proposed ATC meets or exceeds the project goals and objectives as stated in the RFP

Offeror to complete

B) All references to requirements of the RFP that are inconsistent with the proposed ATC and explanation of the nature of the deviations from said requirements

Offeror to complete

C) The locations where, and an explanation of how, the proposed ATC will be used on the Project

Offeror to complete

D) The reduction, if any, in the Contract Time(s) resulting from implementing the ATC, including, as appropriate, a description of method and commitments

Offeror to complete

E) An estimate of any savings that would accrue to the Project should the ATC be approved and implemented and/or any additional VDOT, Design-Builder and third-party costs associated with implementation of the ATC

Offeror to complete

F) If additional right-of-way is required, identify the limits of this ROW and define the impacts, if any, this additional right-of-way has on the NEPA process

Offeror to complete

G) Identify any changes in operations requirements associated with the ATC, including improvements in safety

Offeror to complete

H) Identify any changes in the anticipated service life of the item(s) comprising the ATC;

Offeror to complete

I) Preliminary analysis of potential impacts on life-cycle costs (including the impacts on the cost of repair, maintenance and operation);

Offeror to complete

J) Preliminary analysis and quantitative discussion of potential impacts on vehicular traffic (both during and after construction);

Offeror to complete

K) A preliminary analysis on environmental permitting and community impacts;

Offeror to complete

L) A description of added risk to VDOT or third parties associated in connection with the ATC's implementation

Offeror to complete

M) If applicable, a description of other projects on which a similar ATC has been used, degree of success or failure of such usage, and names and contact information, including phone numbers and e-mail addresses, for a project representatives that can confirm such statements;

Offeror to complete

N) Preliminary drawings of the configuration of the ATC or other descriptive information, including a traffic operational analysis

Offeror to complete (include graphical attachment(s), if needed)

ATTACHMENT 3.4.5

ALTERNATIVE TECHNICAL CONCEPT (ATC) RESPONSE FORM

ATC ID NUMBER:

ATC NAME-DESCRIPTION:

OFFEROR:

DATE ATC SUBMITTED:

- The proposed ATC is acceptable for inclusion in the Proposal.
- The ATC is not acceptable for inclusion in the Proposal.
- The proposed ATC is acceptable for inclusion in the Proposal with such conditions, modifications and/or requirements described in Appendix 1.
- The proposed ATC does not qualify as an ATC but may be included in the Proposal because it appears to be within the requirements of the RFP or a pending revised version of RFP.
- The ATC does not qualify as an ATC and may not be included in the Proposal.

Signed: _____
[VDOT Project Director]

DATE OF ATC RESPONSE:

APPENDIX 1 TO ATTACHMENT 3.4.5

ALTERNATIVE TECHNICAL CONCEPT (ATC) RESPONSE FORM

ATC ID NUMBER:

ATC NAME-DESCRIPTION:

OFFEROR:

DATE ATC SUBMITTED:

CONDITIONS, MODIFICATIONS, AND/OR REQUIREMENTS

[●]

ATTACHMENT 3.4.6

LIST OF APPROVED ATCS INCLUDED IN TECHNICAL PROPOSAL

OFFEROR:

List all approved ATCs included in the Technical Proposal along with the page number references from Technical Proposal.

ATC ID Number	ATC Name Description	Date ATC Approved	Technical Proposal Reference Page(s) #

By signing this document, the Offeror hereby confirms that they are agreeing to all conditions that may have accompanied the ATC approval(s). The Offerors shall make a note of RFP Part 4 Section 2.1.10

“If the Contract Documents incorporate any approved ATCs and Design-Builder, for whatever reason: (a) does not comply with one or more Department conditions of pre-approval for the ATC; (b) fails or is unable to implement the approved ATC for any reason, including but not limited to the determination during the design approval process that the ATC fails to comply with the Contract Documents; (c) does not obtain required third-party approval for the ATC; or (d) elects, for any reason, not to implement the approved ATC, then Design-Builder shall: (1) provide written notice thereof to Department; and (2) comply with the requirements in the Contract Documents that would have applied in the absence of such ATC. Such compliance shall be without any increase in the Contract Price or extension to the Contract Time(s). For the avoidance of doubt, Design-Builder shall not be entitled to any increase in the Contract Price or extension of the Contract Time(s) as a result of any delay, inability or cost associated with the acquisition of any property that may be required to implement any ATC.”

[Signature: Offerors POC or Principal Officer]

[Printed Name]

[Title]

DATE: _____

ATTACHMENT 3.5

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

PROJECT: I-64 HAMPTON ROADS BRIDGE TUNNEL EXPANSION PROJECT

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Offeror shall acknowledge receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Technical Proposal Submission Date shown herein. Failure to include this acknowledgement in the Technical Proposal may result in the rejection of your proposal.

By signing this Attachment 3.5, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of RFP – May 22, 2018
(Date)
2. Cover letter of _____
(Date)
3. Cover letter of _____
(Date)

SIGNATURE

DATE

PRINTED NAME

TITLE

ATTACHMENT 4.0.1.1

**I-64 HAMPTON ROADS BRIDGE TUNNEL EXPANSION PROJECT
 TECHNICAL PROPOSAL CHECKLIST AND CONTENTS**

Offerors shall furnish a copy of this Technical Proposal Checklist, with the page references added, with the Technical Proposal.

Technical Proposal Component	Form (if any)	RFP Part 1 Cross Reference	Included within page limit?	Technical Proposal Page Reference
Technical Proposal Checklist and Contents	Attachment 4.0.1.1	Section 4.0.1.1	no	
Acknowledgement of RFP, Revisions, and/or Addenda	Attachment 3.5 (Form C-78-RFP)	Sections 3.5, 4.0.1.1	no	
Letter of Submittal	NA	Sections 4.1		
Letter of Submittal on Offeror's letterhead	NA	Section 4.1.1	yes	
Identify the full legal name and address of Offeror	NA	Section 4.1.1	yes	
Authorized representative's original signature	NA	Section 4.1.1	yes	
Declaration of intent	NA	Section 4.1.2	yes	
[180-day] declaration	NA	Section 4.1.3	yes	
Point of Contact information	NA	Section 4.1.4	yes	
Principal Officer information	NA	Section 4.1.5	yes	
Interim Milestone and Final Completion Date(s)	NA	Section 4.1.6	yes	
Proposal Payment Agreement or Waiver of Proposal Payment	Attachment 9.3.1 or 9.3.2	Section 4.1.7	no	
Certification Regarding Debarment Forms	Attachment 11.7.6(a) Attachment 11.7.6(b)	Section 4.1.8	no	
Confirmation that the information provided in the SOQ submittal remains true and accurate or indicates that any requested changes	NA	Section 4.1.9	yes	

Technical Proposal Component	Form (if any)	RFP Part 1 Cross Reference	Included within page limit?	Technical Proposal Page Reference
were previously approved by VDOT				
General Project Management	NA	Section 4.3		
Management Structure and Personnel	NA	Section 4.3.1	yes	
Risk Mitigation	NA	Section 4.3.2	yes	
Environmental and Permit Management	NA	Section 4.3.3	yes	
Safety and Health	NA	Section 4.3.4	yes	
Organizational Systems	NA	Section 4.3.5	yes	
Public Information and Communications	NA	Section 4.3.6	yes	
Design-Build Technical Solution	NA	Section 4.4		
ATCs	NA	Section 4.4.1	yes	
Roadway	NA	Section 4.4.2	yes	
Construction Sequence and Traffic Management	NA	Section 4.4.3	yes	
Drainage	NA	Section 4.4.4	yes	
Pavement	NA	Section 4.4.5	yes	
Structures	NA	Section 4.4.6	yes	
Traffic Engineering	NA	Section 4.4.7	yes	
Bored Tunnel Design and Construction (as applicable)	NA	Section 4.4.8	yes	
Immersed Tube Tunnel Design and Construction (as applicable)	NA	Section 4.4.9	yes	
Tunnel Approach Structures	NA	Section 4.4.10	yes	
Fire/Life Safety Systems	NA	Section 4.4.11	yes	

Technical Proposal Component	Form (if any)	RFP Part 1 Cross Reference	Included within page limit?	Technical Proposal Page Reference
Geotechnical Plan	NA	Section 4.4.12	yes	
Design-Build Quality Management	NA	Section 4.4.13	yes	
Right-of-Way Acquisition and Utility Adjustment Management and Approach	NA	Section 4.4.14	yes	
Proposal Schedule	NA	Section 4.4		
Proposal Schedule	NA	Section 4.4	no	
Proposal Schedule Narrative	NA	Section 4.4	no	
Proposal Schedule in electronic format	NA	Section 4.4	no	
DBE and SWaM Participation Goals	NA	Section 4.5		
Written statement of percent DBE and SWaM participation	NA	Section 4.5	yes	

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

Project Name: I-64 Hampton Roads Bridge Tunnel Expansion Project

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.7.3**
 - Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Exhibits 9, 10 and 11)**
 - Proposal Security required by Part 1, Section 4.7.5**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.7.6(a) and 4.7.6(b))**
 - USB containing the entire Price Proposal in a single cohesive Adobe PDF file**
-

ATTACHMENT 4.6.1
PRICE PROPOSAL FORM

4.6.1 Offeror shall specify the pricing information for the items below, the dollar amounts shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ _____
Construction Services (exclude QA/QC), LS	\$ _____
Quality Assurance (QA) (Construction), LS	\$ _____
Quality Control (QC) (Construction), LS	\$ _____

Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): _____
_____ (\$ _____)

Signature: _____ Date: _____

Design-Builder: _____

Vendor No.: _____

ATTACHMENT 4.6.2
I-64 Hampton Roads Bridge-Tunnel Expansion Project

SCHEDULE OF ITEMS

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the Escrow Proposal Documents.

VDOT Item Code ¹	Item Description ²	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units	Budgeted Cost (\$)

¹ **Note to Offerors:** Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc.).
² **Note to Offerors:** With respect to Proposals featuring the bored tunnel construction method, Offerors shall include cost information on a per unit basis for the compressed air interventions assumed in the Proposal.

ATTACHMENT 4.6.5

PROPOSAL SECURITY

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:	[●]
PLACE FOR PRESENTATION OF DRAFT IN PROGRESS:	(Name and Address of Bank/Branch—MUST be a Bank/Branch in Richmond, Virginia or New York, New York, unless draws by fax are permitted without subsequent presentation in person)
APPLICANT:	[●]
BENEFICIARY:	Virginia Department of Transportation 1401 East Broad Street Richmond, Virginia 23219 Attention: [●]
LETTER OF CREDIT NUMBER:	[●]
PLACE AND DATE OF ISSUE:	[●]
AMOUNT:	Ten Million U.S. Dollars (\$10,000,000)
EXPIRATION DATE:	<u>Must be 180 days following the Technical Proposal Submission Date, or if such date is not a Business Day, the next succeeding Business Day</u>

Issuer hereby issues this Irrevocable Standby Letter of Credit (this **Letter of Credit**) in favor of the Virginia Department of Transportation (the **Department**) for any sum or sums in the sum of up to **Ten Million United States Dollars (\$10,000,000)** pursuant to the Request for Proposals for the I-64 Hampton Roads Bridge Tunnel Expansion Project (such amount, the **Stated Amount**). Funds under this Letter of Credit are available by draft at sight drawn on Issuer. Any draft under this Letter of Credit shall identify this Letter of Credit by the name of Issuer, and the Letter of Credit number, amount and place and date of issue, and the Department shall certify to Issuer that the Department is entitled to draw on this Letter of Credit.

This Letter of Credit shall be honored by Issuer if presented at [[●]—Name & Address of Bank/Branch—MUST be a [Richmond, Virginia or New York, New York], unless draws by fax are permitted without subsequent presentation in person] on or before 180 days following the Technical Proposal Submission Date or if such date is not a Business Day, the next succeeding Business Day (the **Expiration Date**). The obligations of Issuer hereunder are primary obligations to Beneficiary and shall not be affected by the performance or non-performance by [*Name of Applicant*] under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against [*Name of Applicant*]. [*Name of Applicant*] is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. This Letter of Credit shall terminate on the earlier of (i) the close of business on the Expiration Date and (ii) the date on which Issuer has honored one or more draws in the full amount of the Stated Amount. This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number [●] are acceptable (each such drawing, a **Fax Drawing**), *provided, however*, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number [●]. Issuer will acknowledge Beneficiary's presentment by electronic mail to the electronic mail address provided to Issuer in the Fax Drawing.

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 (**ISP98**), as interpreted under the laws of the Commonwealth of Virginia, and shall, as to matters not governed by the ISP98, be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

With respect to any suit, action or proceedings relating to this Letter of Credit (**Proceedings**), we irrevocably:

- (a) submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Virginia; and
- (b) waive (i) any objection that we may have at any time to the laying of venue of any Proceedings brought in any such court, (ii) any claim that such Proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over us.

Issuer:	
By:	
Name:	[●]
Title:	[●]
	(Authorized Signatory of Issuer)

ATTACHMENT 4.6.6(a)

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT:

FHWA:

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1- 9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ Title (print)
(Signature)

STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day _____
personally appeared before me and made oath that he is duly authorized to make the above statements and that such
statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____
My Commission expires _____

Notary Public

**OR
UNSWORN DECLARATION**

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ Title (print)
(Signature)

ATTACHMENT 4.6.6(b)

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT:

FHWA:

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
_____	_____
_____	_____
_____	_____

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this _____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ Title (print)
(Signature)

STATE of _____ COUNTY (CITY) of _____

To-wit: I _____, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day _____

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____
My Commission expires _____

Notary Public

ATTACHMENT 8.5.1

CERTIFICATION OF COMPLIANCE — INSURANCE

As part of the Notice of Intent to Award submittals, the Successful Offeror is required to provide proof of insurance coverages as stated in the procurement’s Request for Proposal (RFP Part 3, Exhibit 12). It is required for the Successful Offeror to provide the requested information below.

Project Number: [●]

1) Insurance Required	2) Insurer Name	3) Policy Number	4) Policy Effective Dates	5) Policy Limits Per Occurrence and Aggregate
Workers Compensation and Employer’s Liability				
Commercial General Liability				
Automobile Liability				
Umbrella/Excess Liability				
Builder’s Risk				
Contractor’s Equipment				
Contractor’s Pollution Liability Insurance				
Marine Protection and Indemnity Insurance				
Ocean Cargo Transit Insurance				

Professional Liability Insurance				
----------------------------------	--	--	--	--

This is to certify that _____ understands the insurance requirements (including those with regard to policy forms and endorsements, additional insureds, waiver of subrogation, notice of cancellation, and other such requirements) as stated in the RFP and has the insurance in place that fully complies with the requirements. The Successful Offeror agrees to provide, within a reasonable period of time, certificates of insurance or actual or specimen insurance policies upon request. The Successful Offeror agrees these policies shall be renewed as needed to ensure the required coverage is continuously in place throughout the length of this contract and/or as required in the RFP.

Certified: _____
Name Date

Company/Organization

THIS FORM MUST BE NOTARIZED AND STAMPED BELOW.

Name: _____

Date: _____ Seal:

ATTACHMENT 9.3.1

PROPOSAL PAYMENT AGREEMENT

THIS PROPOSAL PAYMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 20__, by and between the Virginia Department of Transportation (“VDOT”), and _____ (“Offeror”).

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Statements of Qualifications (“SOQs”) pursuant to VDOT’s December 15, 2017 Request for Qualifications (“RFQ”) and was invited to submit proposals in response to a Request for Proposals (“RFP”) for the **I-64 Hampton Roads Bridge-Tunnel Expansion Project, Project No. [●]** (“Project”), under a comprehensive agreement with VDOT (“Comprehensive Agreement”); and

WHEREAS, as part of the procurement process for the Project, Offeror has already provided and/or furnished to VDOT, and may continue to provide and/or furnish to VDOT, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed verbally or in writing during proprietary meetings or interviews; (b) contained in, related to or associated with Offeror’s Proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids; and (c) conveyed verbally or in writing as Alternative Technical Concepts, as such term is defined in the RFP, that are made known to VDOT through (a) and (b) above, regardless of whether the Alternative Technical Concept has been approved by VDOT or included as part of Offeror’s Proposal (collectively “Offeror’s Intellectual Property”); and

WHEREAS, VDOT is willing to provide a payment to Offeror, subject to the express conditions stated in this Agreement, to obtain certain rights in Offeror’s Intellectual Property, provided that Offeror submits a proposal that VDOT determines to be responsive to the RFP (“Offeror’s Proposal”), and either (a) Offeror is not awarded the Comprehensive Agreement; or (b) VDOT cancels the procurement or decides not to award the Comprehensive Agreement to any Offeror; and

WHEREAS, Offeror wishes to receive the payment offered by VDOT, in exchange for granting VDOT the rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:

1. VDOT's Rights in Offeror's Intellectual Property. Offeror hereby conveys to VDOT all rights, title and interest, free and clear of all liens, claims and encumbrances, in Offeror's Intellectual Property, which includes, without restriction or limitation, the right of VDOT, and anyone contracting with VDOT, to incorporate any ideas or information from Offeror's Intellectual Property into: (a) the Comprehensive Agreement and the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by VDOT. In receiving all rights, title and interest in Offeror's Intellectual Property, VDOT is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in Offeror's Intellectual Property, and Offeror agrees that it shall, at the request of VDOT, execute all papers and perform all other acts that may be necessary to ensure that VDOT's rights, title and interest in Offeror's Intellectual Property are protected. The rights conferred herein to VDOT include, without limitation, VDOT's ability to use Offeror's Intellectual Property without the obligation to notify or seek permission from Offeror.

2. Exclusions from Offeror's Intellectual Property. Notwithstanding Section 1 above, it is understood and agreed that Offeror's Intellectual Property is not intended to include, and Offeror does not convey any rights to, the Escrow Proposal Documents submitted by Offeror in accordance with the RFP.

3. Proposal Payment. VDOT agrees to pay Offeror the lump sum amount of **four million dollars (\$4,000,000)** ("Proposal Payment"), which constitutes payment in full to Offeror for the conveyance of Offeror's Intellectual Property to VDOT in accordance with this Agreement. Payment of the Proposal Payment is conditioned upon: (a) Offeror's Proposal being, in the sole discretion of VDOT, responsive to the RFP; (b) Offeror complying with all other terms and conditions of this Agreement; and (c) either (i) Offeror is not awarded the Comprehensive Agreement, or (ii) VDOT cancels the procurement or decides not to award the Comprehensive Agreement to any Offeror.

4. Payment Due Date. Subject to the conditions set forth in this Agreement, VDOT will make payment of the Proposal Payment to the Offeror within forty-five (45) days after the later of: (a) notice from VDOT that it has awarded the Comprehensive Agreement to another Offeror; or (b) notice from VDOT that the procurement for the Project has been cancelled and that there will be no Contract Award.

5. Effective Date of this Agreement. The rights and obligations of VDOT and Offeror under this Agreement, including VDOT's ownership rights in Offeror's Intellectual Property, vests upon the date that Offeror's Proposal is submitted to VDOT. Notwithstanding the above, if Offeror's Proposal is determined by VDOT, in its sole discretion, to be nonresponsive to the RFP, then Offeror is deemed to have waived its right to obtain the Proposal Payment, and VDOT shall have no obligations under this Agreement.

6. **Indemnity.** Subject to the limitation contained below, Offeror shall, at its own expense, indemnify, protect and hold harmless VDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity (“Claims”) of, by or in favor of or awarded to any third party arising in whole or in part from: (a) the negligence or wilful misconduct of Offeror or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Offeror’s obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity shall not apply with respect to any Claims caused by or resulting from the sole negligence or wilful misconduct of VDOT, or its agents, directors, officers, employees, representatives or contractors.

7. **Assignment.** Offeror shall not assign this Agreement, without VDOT’s prior written consent, which consent may be given or withheld in VDOT’s sole discretion. Any assignment of this Agreement without such consent shall be null and void.

8. **Authority to Enter into this Agreement.** By executing this Agreement, Offeror specifically represents and warrants that it has the authority to convey to VDOT all rights, title, and interest in Offeror’s Intellectual Property, including, but not limited to, those any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Offeror’s Intellectual Property, free and clear of all liens, claims and encumbrances.

9. **Miscellaneous.**

a. Offeror and VDOT agree that Offeror, its team members, and their respective employees are not agents of VDOT as a result of this Agreement.

b. Any capitalized term used herein but not otherwise defined shall have the meanings set forth in the RFP.

c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the Commonwealth of Virginia, validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

[Insert Offeror's Name]

By: _____

Name: _____

Title: _____

ATTACHMENT 9.3.2

WAIVER OF PROPOSAL PAYMENT

THIS WAIVER OF PROPOSAL PAYMENT (“Waiver”) is executed this ____ day of _____, 20__ by _____ (“Offeror”).

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Statements of Qualifications (“SOQs”), to the Virginia Department of Transportation (“VDOT”), pursuant to VDOT’s December 15, 2017 Request for Qualifications (“RFQ”), and was invited to submit proposals in response to a Request for Proposals (“RFP”) for the **I-64 Hampton Roads Bridge-Tunnel Expansion Project, Project No. [●]** (“Project”), under a comprehensive agreement with VDOT (“Comprehensive Agreement”); and

WHEREAS, Offeror, as part of the procurement process for the Project, has already provided and/or furnished to VDOT, and may continue to provide and/or furnish to VDOT, certain intellectual property, materials, information and ideas, including, but not limited to, such that are: (a) conveyed verbally or in writing during proprietary meetings or interviews; (b) contained in, related to or associated with Offeror’s Proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids; and (c) conveyed verbally or in writing as Alternative Technical Concepts, as such term is defined in the RFP, that are made known to VDOT through (a) and (b) above, regardless of whether the Alternative Technical Concept has been approved by VDOT or included as part of Offeror’s Proposal (collectively “Offeror’s Intellectual Property”); and

WHEREAS, VDOT offered to provide a payment to Offeror (“Proposal Payment”), in accordance with the Proposal Payment Agreement attached to the RFP, to obtain certain rights in Offeror’s Intellectual Property; and

WHEREAS, Offeror has elected: (a) not to execute the Proposal Payment Agreement; and (b) to waive its rights to receive the Proposal Payment; and

WHEREAS, Offeror has expressed its election to waive its rights to receive the Proposal Payment by executing this Waiver and submitting this Waiver as part of Offeror’s Proposal.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged by Offeror, the undersigned, representing himself/herself as an authorized representative of Offeror, does hereby forever waive and release, on behalf of Offeror and any person or entity claiming by or through Offeror, any right to receive a Proposal Payment, and furthermore waives and releases any other right that it may have to recover the costs associated in the development of Offeror’s Intellectual Property.

[Insert Offeror's Name]

By: _____

Name: _____

Title: _____

ATTACHMENT 11.7.6(a)

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

I-64 Hampton Roads Bridge-Tunnel Expansion Project

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

ATTACHMENT 11.7.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

I-64 Hampton Roads Bridge-Tunnel Expansion Project

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm