



Virginia Department of Transportation

DRAFT REQUEST FOR PROPOSALS¹
I-64 HAMPTON ROADS BRIDGE-TUNNEL
EXPANSION PROJECT

**UNDER THE
VIRGINIA PUBLIC-PRIVATE
TRANSPORTATION ACT OF 1995
(AS AMENDED)**

STATE PROJECT NO. [●]

FEDERAL PROJECT NO. [●]

ISSUANCE OF FIRST DRAFT RFP:

MAY 22, 2018

¹ **Note to Offerors:** Draft RFP remains subject to review and revision by VDOT.

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PART 1 INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (“VDOT” or the “Department”) hereby requests submittals of proposals (“Proposals”) for the design and construction of improvements to the Interstate 64 (“I-64”) corridor between Settler’s Landing in Hampton and Interstate 564 (“I-564”) in Norfolk to provide additional capacity throughout the corridor, including a new bridge-tunnel complex approximately 3.5 miles long and generally parallel to the existing Hampton Roads Bridge-Tunnel (collectively, the “Project”), pursuant to a Comprehensive Agreement as further described below. This Request for Proposals (“RFP”) is issued to those entities which submitted Statements of Qualifications (“SOQs”) pursuant to VDOT’s December 15, 2017 Request for Qualifications, as amended (“RFQ”), and were invited to submit proposals in response to the RFP (each such entity, an “Offeror”).

The purpose of the RFP is to determine which Offeror (the “Successful Offeror”) will be awarded the Comprehensive Agreement for the Project pursuant to the Public-Private Transportation Act of 1995, as amended, Va. Code §§ 33.2-1800 *et seq.* (the “PPTA” or “Act”). Pursuant to the RFP, VDOT, acting as the Responsible Public Entity, is soliciting Proposals to enter into the Comprehensive Agreement with a Design-Builder in accordance with the PPTA.

VDOT is issuing the RFP in accordance with the PPTA and the 2017 PPTA Implementation Manual and Guidelines (the “PPTA Guidelines”) (available at: www.p3virginia.org/ppta-resources), issued by VDOT’s Office of Public-Private Partnerships (“VDOT P3 Office”) and adopted by VDOT.

The Commonwealth Transportation Board (“CTB”) is the oversight board for VDOT. VDOT will keep CTB informed of developments with this procurement and the Project. A copy of CTB’s policies can be found at <http://www.ctb.virginia.gov/policies.asp>.

VDOT is issuing the RFP to those Offerors selected based on VDOT’s evaluation of SOQs delivered to VDOT on or before March 2, 2018, in response to the RFQ for the Project issued on December 15, 2017, as amended.

Offerors must comply with the RFP during the procurement and in their responses to the RFP. In drafting their Proposals, Offerors also shall take into consideration the Project objectives identified in Section 1.2 (Project Objectives).

Offerors will propose to design and construct the Project’s tunnel using a method (i.e., bored tunnel or immersed tube tunnel) for which they were qualified pursuant to the SOQ evaluation conducted by VDOT. Each Offeror will only be allowed to submit one Proposal employing one tunnel delivery method. If an Offeror submits more than one tunneling method with the Proposal, such Offeror will be deemed non-responsive and will be ineligible from further participation and consideration in the procurement for the Project. On or before the date and time specified in Section 2.3.1 (Procurement Schedule), each Offeror shall declare in writing

(to be delivered to VDOT's POC) which tunnel construction method it will reflect in its Proposal.

All times in this RFP are the prevailing local times in Hampton, Virginia.

1.1 Project Overview

1.1.1 Base Scope

The Project will consist of the design and construction of improvements along approximately nine (9) miles of the I-64 corridor between Settlers Landing Road in Hampton (Exit 267) and I-564 in Norfolk (Exit 276). The Project will include a new bridge-tunnel crossing, approximately 3.5 miles long and generally parallel to the existing Hampton Roads Bridge-Tunnel.

On land, the Project will add a third lane to I-64 in each direction, with a roadway section sufficient to accommodate a part-time median shoulder lane. For the marine crossing, the new bridge-tunnel complex will accommodate four (4) lanes of traffic for a total of eight (8) lanes of capacity across the water.

To optimize congestion management and increase travel time reliability along the I-64 corridor, and consistent with a January 2018 CTB resolution authorizing the use of dynamic tolling, the new capacity created by the Project will include one or more high-occupancy toll lanes (“**Express Lanes**”) in each direction.

Refer to RFP Part 2 (*Technical Requirements*) for the base scope of work, technical information and requirements.

1.1.2 Scope Options

The Offeror shall also develop solutions in its Technical Proposal, and specify the cost of providing such solutions in its Price Proposal, with respect to the following options:

- (1) provide direct connections (eastbound and westbound) from the new Express Lanes to I-564 in order to promote efficient traffic flow at interfaces with adjoining regional transportation network elements;
- (2) minimize or eliminate traffic delays due to over-height vehicles at the existing westbound Hampton Roads Bridge-Tunnel in order to reduce the effect of geometric deficiencies on the operation of the existing facility; and
- (3) replace existing marine approach bridges between the Hampton Roads Bridge-Tunnel islands and the shorelines in order to optimize long-term quality, life-cycle costs, and construction efficiency.

1.2 Project Objectives

The Project objectives are:

- (1) Providing mobility enhancements and travel-time reliability along the Project corridor by:
 - (a) Managing congestion along the I-64 corridor by maximizing throughput across the Hampton Roads Bridge-Tunnel;
 - (b) Improving mobility by enhancing the operational efficiency of bus transit options; and
 - (c) Providing an integrated solution that promotes efficient traffic flow at interfaces with adjoining regional transportation network elements.
- (2) Minimizing impacts on adjacent communities by:
 - (a) Minimizing adverse impacts to historic and cultural resources along the Project corridor;
 - (b) Maximizing the use of existing VDOT right-of-way to minimize the need for acquisition of additional right-of-way; and
 - (c) Managing construction operations to minimize disruptions to adjacent communities and highway and marine traffic.
- (3) Improving transportation operations and safety throughout the Project corridor by:
 - (a) Reducing the effect of geometric deficiencies on the operation of the existing roadways and tunnels;
 - (b) Ensuring the new facilities comply with current engineering design standards, as practicable;
 - (c) Improving emergency evacuation capabilities by providing a resilient crossing that can withstand severe marine conditions and extreme natural events, including floods and hurricanes; and
 - (d) Providing an adaptable transportation solution that neither precludes future capacity enhancements nor impedes incorporation of the Project into a regional network of Express Lanes.
- (4) Developing public infrastructure in a financially responsible manner by:
 - (a) Delivering a quality project safely, on schedule, and within budget using the most cost-effective means available;

- (b) Applying value-generating innovation that reduces maintenance requirements and operating costs; and
- (c) Providing best value to the Commonwealth by optimizing long-term quality, life-cycle cost, and construction efficiency.

The Design-Builder will be expected to bring the necessary resources and expertise to deliver the Project efficiently, effectively, and with a high level of quality to achieve the objectives described above.

1.3 Procurement Overview

VDOT will use a two-phase selection process on the Project. In accordance with the requirements of the RFP, short-listed Offerors will submit a Proposal consistent with Section 4.0 (Contents of Proposals).

Offeror's Proposals will be evaluated and scored by VDOT based upon the evaluation criteria established in the RFP. An Offeror's Proposal must meet all requirements established by the RFP. Requirements of the RFP generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's Proposal. Failure to meet an RFP requirement may render an Offeror's Proposal non-responsive. The extent to which an Offeror's Technical Proposal meets or exceeds the evaluation criteria will be evaluated by the VDOT evaluation team (the "**Evaluation Team**") and be reflected in the VDOT Evaluation Team's scoring (in their sole discretion) of the Offeror's Technical Proposal.

Upon completion of the evaluation and scoring of the Proposals, the highest scored Offeror whose Proposal is responsive will be recommended to the Commissioner of Highways (the "**Commissioner**") for an award of a fixed price Comprehensive Agreement. The award of the Comprehensive Agreement will be made to the Successful Offeror in accordance with Section 8.0 (Award of Contract, Proposal Validity and Contract Execution). An Offeror whose Technical Proposal or Price Proposal is deemed non-responsive to the RFP will be disqualified from participating in the procurement for the Project.

2.0 BACKGROUND INFORMATION

2.1 Legislative Authority

The Act authorizes VDOT and CTB to develop and award a comprehensive agreement for design-build delivery of the Project, subject to certain findings. On December 12, 2017, the Steering Committee met to review the public sector analysis prepared for the Project and concurred that: (i) the assumptions regarding the scope of the Project, benefits, and costs for the public sector option developed by VDOT pursuant to § 33.2-1803.1:1 of the Code of Virginia were fully and reasonably developed; (ii) the assumed financing costs and valuation of both financial and construction risk mitigation included in the public sector option were financially sound and reflect the best interest of the public; and (iii) the term sheets developed for the procurement of the Project contained all necessary elements. The Steering Committee met again

on May 9, 2018, and by a unanimous vote, made an affirmative determination that the development of the Project as a qualifying transportation facility under the Act serves the public interest pursuant to § 33.2-1803.1 of the Code of Virginia. The Commissioner has issued a finding of public interest (“**Finding of Public Interest**”) for the Project pursuant to § 33.2-1803.1 of the Code of Virginia that found that development of the Project pursuant to the Act was in the public interest of the Commonwealth of Virginia, a determination to which the Secretary of Transportation, in his role as chairman of the CTB, concurred.

2.2 Budget

VDOT’s current estimated contract value for the Project is approximately \$[●].

2.3 Procurement Schedule

2.3.1 VDOT currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Comprehensive Agreement. This schedule is subject to revision in VDOT’s sole discretion.

Event	Date
Kick-Off Meeting with Offerors	May 10, 2018
First Draft RFP Release Date	May 22, 2018
Deadline for Comments on First Draft RFP	June 6, 2018 at 5:00 PM
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 1 and ATC Summaries for ATC Meeting No. 1	June 6, 2018 at 5:00 PM
Proprietary Meeting No. 1	June 11-12, 2018
ATC Meeting No. 1	June 11-12, 2018
First Day VDOT Will Accept ATC Submittals	June 18, 2018
Second Draft RFP Release Date	June 29, 2018
Deadline for Offerors to Submit ATC Summaries for ATC Meeting No. 2	July 5, 2018 at 5:00 PM
ATC Meeting No. 2	July 10-11, 2018
Deadline for Offerors to Select Tunnel Construction Method	July 31, 2018 at 5:00 PM
Deadline for Comments on Second Draft RFP	August 2, 2018 at 5:00 PM
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 2 and ATC Summaries for ATC Meeting No. 3	August 2, 2018 at 5:00 PM
Proprietary Meeting No. 2	August 7-8, 2018
ATC Meeting No. 3	August 7-8, 2018
Deadline for Offerors to Submit ATC Summaries for ATC Meeting No. 4	August 31, 2018 at 5:00 PM
ATC Meeting No. 4	September 5-6, 2018
Final RFP Release Date	September 10, 2018
Deadline to Submit ATC Submittals	September 21, 2018 at 5:00 PM
Deadline for Comments on Final RFP	September 21, 2018 at 5:00 PM
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 3	September 21, 2018 at 5:00 PM
Proprietary Meeting No. 3	September 26-27, 2018
ATC Meeting No. 5 (if needed)	September 26-27, 2018

Event	Date
Deadline for Requests to Change Key Personnel	September 28, 2018 at 5:00 PM
VDOT Responds to Requests to Change Key Personnel	October 5, 2018
VDOT Responds to Outstanding ATCs	October 15, 2018
Proprietary Meeting No. 4 (if needed)	October 17-18, 2018
Deadline for VDOT to Issue Addenda to Final RFP	October 26, 2018
Technical Proposal Submission Date	November 30, 2018 at 5:00 PM
Price Proposal Submission Date	January 10, 2019 at 5:00 PM
Selection of Successful Offeror	January 18, 2019
Execution of Comprehensive Agreement	February 2019

2.3.2 VDOT has established the following milestones for contract completion dates for the Project, and Offerors shall base their Proposals on such milestones.

- (1) Interim Completion Milestone(s)
 - (a) [●]

- (2) Final Completion
 - (a) The Final Completion Deadline shall be no later than December 31, 2024 (the “**Mandatory Final Completion Deadline**”). VDOT has established an incentive for early completion of the Project. The requirements to achieve the incentive are included in RFP Part 3 (*Comprehensive Agreement*), Section 5.3 (*Early Completion of the Project*).
 - (b) If an Offeror proposes a Final Completion Deadline earlier than the Mandatory Final Completion Deadline, then such proposed date will be deemed by VDOT as the contractual completion date for the Comprehensive Agreement for all purposes, including liquidated damages.

2.4 VDOT’s Point of Contact

VDOT’s sole point of contact (“**VDOT’s POC**”) for matters related to the RFP shall be James S. Utterback. VDOT’s POC is the only individual authorized to discuss the RFP with any interested parties, including Offerors.

Name: James S. Utterback, Project Director
Address: Virginia Department of Transportation
204 National Avenue
Hampton, Virginia 23663
Phone: 757-925-2500

E-Mail: HRBTproject@vdot.virginia.gov

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

All communications and requests for information shall be submitted by the Offeror's Point of Contact identified in the SOQ. Written communication to VDOT from Offerors shall specifically reference the correspondence as being associated with "I-64 Hampton Roads Bridge-Tunnel Expansion Project."

2.5 Reference Information

VDOT will make available to the Offerors certain background and technical information related to the Project (the "**Reference Information**"). An index of these materials is set forth in Exhibit 25 (*Reference Information Index*) to the Comprehensive Agreement and may be updated from time to time prior to the Final RFP Release Date (as shown in Section 2.3.1 (Procurement Schedule)).

The Reference Information is included in the RFP for the purpose of providing information to Offerors. Except as expressly provided in the Contract Documents, (i) the Reference Information is not mandatory or binding and (ii) the Offerors are not entitled to rely on the Reference Information or any opinions, suggestions, directions or recommendations therein as presenting design, engineering or construction solutions or other direction, means or methods for complying with the requirements of this procurement, the Contract Documents, Governmental Approvals or the Legal Requirements.

2.6 RFP Documents

2.6.1 The documents included in the RFP (collectively, the "**RFP Documents**") consist of the following parts and any addenda, as well as any attachments and exhibits contained or identified in such sections:

PART 1 – INSTRUCTIONS FOR OFFERORS

PART 2 – TECHNICAL REQUIREMENTS

PART 3 – COMPREHENSIVE AGREEMENT

PART 4 – GENERAL CONDITIONS OF CONTRACT

PART 5 – DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS

2.6.2 VDOT is publishing the RFP Documents in draft form in order to solicit feedback from Offerors and the public. Each Offeror shall review the draft RFP Documents and provide comments, questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception, to VDOT's POC in accordance with

Section 7.0 (Questions and Clarification). VDOT will review all comments, questions and/or requests for clarifications received and, if it deems appropriate, in its sole discretion, may modify the draft RFP Documents through one or more written addendum(s) (each, an “**Addendum**”).

2.6.3 VDOT shall notify each Offeror’s point of contact via e-mail and provide an electronic copy of any Addenda to the RFP Documents. In addition, VDOT shall publish the RFP Documents and any Addenda to the RFP Documents on the VDOT P3 Office’s website (available at: <http://www.p3virginia.org/projects/hampton-roads-bridge-tunnel-2/>) for public review and comment. The public may submit comments via e-mail to: HRBTproject@vdot.virginia.gov.

2.6.4 VDOT anticipates issuing the Final RFP Documents (and any Addenda thereto) on the dates shown in Section 2.3.1 (Procurement Schedule).

2.7 Deviations from the RFP Documents

If an Offeror believes it can provide value to VDOT by deviating from any requirement of an RFP Document, it shall notify VDOT of such proposed deviations as part of the ATC process described in Section 3.4 (Alternative Technical Concepts (ATCs)). VDOT has the sole discretion as to the acceptability of any such proposed deviations.

2.8 Obligation to Meet All Requirements of the RFP Documents

If awarded the Comprehensive Agreement, the Design-Builder will be obligated to meet the requirements of the RFP Documents for the Contract Price and within the Contract Time(s), with the understanding that some of requirements of the RFP Documents may be modified by ATCs accepted by VDOT in accordance with Sections 3.4 (Alternative Technical Concepts (ATCs)). VDOT’s review of Technical Proposals with respect to the RFP, as well as its issuance of any Addendum, shall not be construed as relieving the Design-Builder of this obligation. VDOT will review, comment on and/or approve the Design-Builder’s final design after the award of the Comprehensive Agreement, in accordance with RFP Part 4 (*General Conditions of Contract*), Article 2 (*Design-Builder’s Services and Responsibilities*).

3.0 GENERAL PROCEDURES AND REQUIREMENTS

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

3.1 Relationship of RFQ and RFP

The content of the RFP Documents may differ from the content of the RFQ. In the event of any conflict between the RFQ and the RFP Documents, the RFP Documents shall govern.

3.2 Offeror's Pre-Submittal Responsibilities and Representations

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

- (1) Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
- (2) Visiting the Site and becoming familiar with the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;
- (3) Offerors are prohibited to access VDOT right-of-way and private property within the Site to perform any activities other than to observe the conditions of the site, unless otherwise approved in writing by VDOT's POC. Furthermore, the Offerors are on notice that any unauthorized access to VDOT right-of-way and private property within the Project may be considered sufficient for the disqualification of the Offeror or may render the Offeror's Proposal non-responsive or both;
- (4) Contacting each utility owner with facilities existing within the project limits to determine the scope of work for each owner's utility relocation (the Offeror shall address all potential impacts with each affected utility owner and ensure resolution of all such impacts have been included in the Offeror's Technical and Price Proposals);
- (5) Addressing all potential impacts to third parties and ensuring all such impacts have been included in the Offeror's Technical and Price Proposals;
- (6) Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- (7) Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- (8) Notifying VDOT's POC in writing, in accordance with the processes set forth Section 7.0 (Questions and Clarifications), of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk, and no relief will be provided by VDOT.

3.3 Proprietary Meetings

3.3.1 As permitted under the PPTA Guidelines, VDOT intends to conduct in-person one-on-one meetings (“**Proprietary Meetings**”) with each Offeror on the dates set forth in Section 2.3.1 (Procurement Schedule), and on such other dates designated by VDOT in writing to Offerors, to solicit feedback regarding the RFP. VDOT reserves the right to disclose to all Offerors any issues raised during the Proprietary Meetings, except to the extent that VDOT determines, in its discretion, such disclosure would impair or reveal an Offeror’s confidential business strategies. VDOT’s POC will discuss with the Offeror any issue that VDOT has determined will be disclosed to all Offerors prior to making any such disclosure.

3.3.2 The Proprietary Meetings are subject to the following:

- (1) VDOT will not discuss with any Offeror any Proposal other than Offeror’s own;
- (2) Offerors shall not seek to obtain commitments from VDOT in the meeting(s) or otherwise seek to obtain an unfair competitive advantage over any other Offeror;
- (3) no aspect of these meetings is intended to provide any Offeror with access to information that is not similarly available to other Offerors, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

3.3.3 No later than the date and time shown in Section 2.3.1 (Procurement Schedule) for the relevant Proprietary Meeting, Offerors shall submit to VDOT’s POC an agenda for the meeting and a list of persons, and their respective affiliations, who will attend the meeting. VDOT will determine the maximum number of individuals from each Offeror team permitted to attend the Proprietary Meetings. VDOT may require that certain of representatives of the Offeror’s Key Personnel attend the Proprietary Meetings.

3.3.4 As part of a Proprietary Meeting, VDOT may require Offerors to present their current thinking on specific technical matters. The purpose of such presentations is to provide VDOT with the opportunity to become familiar with aspects of each Offeror’s technical solution prior to VDOT’s receipt of Technical Proposals. VDOT will provide written notice to Offerors at least ten (10) days in advance of any Proprietary Meeting at which VDOT will require such a presentation. The notice will specify the technical matters to be addressed by Offerors so Offerors can prepare to have the appropriate team members present at such Proprietary Meeting.

3.3.5 During Proprietary Meetings, Offerors may ask questions and VDOT may provide responses. However, any responses provided by VDOT during Proprietary Meetings may not be relied upon unless VDOT reflects such responses in an Addendum.

3.3.6 The Offeror shall prepare minutes of each Proprietary Meeting and submit the minutes (in Microsoft Word format) for review and approval by VDOT to VDOT’s POC no later than 5:00 PM on the fifth (5th) business days following the relevant Proprietary Meeting. VDOT reserves the right to edit and return such meeting minutes to the Offeror to reflect VDOT’s

understanding of the meeting. If the Offeror fails to provide meeting minutes in accordance with the aforementioned time restriction, the meeting minutes shall not be considered reflective or determinative of any understandings reached during the relevant Proprietary Meeting should a question or issue arise during the course of the procurement that could otherwise be addressed by reference to meeting minutes.

3.4 Alternative Technical Concepts (ATC)

3.4.1 General

An ATC is a pre-proposal submission by an Offeror to modify a requirement contained in an RFP Document that is related to an Offeror's unique design concept (e.g., significant changes to the alignment, profile, interchange configuration, etc.). The purpose of the ATC process is to allow for technical innovation, creativity, and flexibility to achieve the Project's goals and objectives that are equal to or better than the RFP requirements. A proposed alternative concept does not meet the definition of an ATC if the concept is already contemplated by the requirements of the RFP. VDOT shall not consider proposed ATCs that: (a) reduce scope, long-term performance, quality or reliability; (b) modify the risk allocation between VDOT and Design-Builder set forth in the Comprehensive Agreement; or (c) impose an additional burden on VDOT for maintenance (including, for example, the purchase of specialized equipment). Additionally, VDOT shall not consider proposed changes to VDOT design standards and practices proposed solely for the purpose of relaxing a more stringent standard, unless VDOT, in its sole discretion, determines that such proposed changes are directly associated with, and required to implement, an ATC for a unique design concept. VDOT, in its sole discretion, reserves the right to reject, approve with conditions or approve a proposed ATC prior to submittal of Proposals.

3.4.2 Limitations of ATC Process

- (1) VDOT, in its sole discretion, will determine whether to make modifications to the RFP Documents as a result of any approved ATC. In most cases, the RFP Documents will not be modified when approved ATC(s) include acceptable location-specific design exceptions, acceptable design waivers, and acceptable deviations from RFP Part 2 (*Technical Requirements*). However, where an ATC approval contemplates a significant scope change or widespread inclusions of design exception(s) and/or waiver(s), VDOT, in its sole discretion, may amend the RFP. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued Addendum. Prior to approving any ATCs that would result in the issuance of an Addendum, the Offeror submitting the ATC will be given the option to withdraw the proposed ATC.
- (2) Offerors are required to submit each alternative concept as a separate ATC. A concept may include multiple interrelated parts, but an ATC with multiple unrelated parts shall be rejected.

- (3) The total number of proposed ATCs permitted for the Project shall be no more than twenty-five (25) ATCs for each Offeror. Each Offeror may present no more than ten (10) ATCs at the first ATC Meeting and no more than five (5) ATCs at each of the second, third and fourth ATCs meetings (as further described in Section 3.4.3 (ATC Submittal Process and ATC Proprietary Meetings)). The purpose of the fifth ATC Meeting is to discuss any outstanding matters or questions relating to ATCs presented at one of the prior four meetings. Offerors may not present new ATCs for discussion at the fifth ATC Meeting.
- (4) In accordance with RFP Part 4 (*General Conditions of Contract*), Section 2.1.10 (*General*), if the Contract Documents incorporate any ATCs and the Design-Builder, for whatever reason: (a) does not comply with one or more VDOT conditions of pre-approval for the ATC; (b) does not obtain required third-party approval for the ATC; or (c) fails to implement the ATC, then the Design-Builder shall (i) provide written notice thereof to VDOT and (ii) 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, the 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.

3.4.3 ATC Submittal Process and ATC Meetings

- (1) VDOT intends to conduct one-on-one meetings with each Offeror on the dates set forth in Section 2.3.1 (Procurement Schedule) to discuss ATCs (each, an “**ATC Meeting**”). Each ATC Meeting will be private in that only one Offeror will meet with VDOT at a time. The purpose of the ATC Meetings is for the Offeror to present and discuss conceptual ATCs. The meetings are also intended to enable VDOT to express, among other things, whether the Offeror is pursuing an approach that is unacceptable to VDOT and, when possible, to establish whether a proposed concept meets the definition of an ATC (thereby requiring a formal ATC submittal). VDOT will determine the maximum number of individuals from each Offeror team permitted to attend the Proprietary Meetings and may require that certain of the Offeror’s Key Personnel attend the ATC Meetings.
- (2) On or before the date and time shown in Section 2.3.1 (Procurement Schedule) for the relevant ATC Meeting, the Offeror shall submit to VDOT’s POC an agenda for the meeting and an ATC summary, consisting of no more than four (4) pages (in the form set forth in Attachment 3.4.3.2) (each, an “**ATC Summary**”), for each ATC the Offeror wishes to discuss; *provided* the number of ATC Summaries the Offeror may submit shall not exceed the permitted number of ATCs set forth in Section 3.4.2(3) (Limitations of ATC Process). The ATC

Summary should provide a narrative overview describing the ATC and its benefits to VDOT.

- (3) The Offeror shall prepare minutes of each ATC Meeting and submit the minutes (in Microsoft Word format) for review and approval by VDOT to VDOT's POC no later than 5:00 PM on the fifth (5th) business days following the relevant ATC Meeting. VDOT reserves the right to edit and return such meeting minutes to the Offeror to reflect VDOT's understanding of the meeting. If the Offeror fails to provide meeting minutes in accordance with the aforementioned time restriction, the meeting minutes shall not be considered reflective or determinative of any understandings reached during the relevant ATC Meeting should a question or issue arise during the course of the procurement that could otherwise be addressed by reference to meeting minutes.
- (4) If following the discussion of an ATC summary at the relevant ATC Meeting the Offeror wishes to submit a formal ATC proposal (each, an "**ATC Submittal**"), the Offeror shall do so by completing and submitting to VDOT's POC the form set forth in Attachment 3.4.3.4 and otherwise conforming to the requirements set forth below. Each ATC Submittal shall be in writing, with a cover sheet identifying the Offeror and stating "I-64 Hampton Roads Bridge-Tunnel Expansion Project – Confidential ATC". The Offeror shall identify clearly the submittal as a request for review of an ATC under this RFP.
- (5) The ATC Submittals shall be sequentially numbered and shall identify the Offeror and the ATC number (multi-part or multi-option ATCs shall be submitted as separate individual ATCs with unique sequential numbers). Each ATC Submittal shall include:
 - (a) all references to requirements of the RFP that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements and a request for approval of such deviations;
 - (b) the locations where, and an explanation of how, the ATC will be used on the Project;
 - (c) the reduction, if any, in the Contract Time(s) resulting from implementing the ATC, including, as appropriate, a description of method and commitments;
 - (d) 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;
 - (e) additional right-of-way, if any, that will be required to implement the ATC (Offerors shall be solely responsible for the acquisition of any such right-

of-way as per the Technical Requirements, including the cost thereof and obtaining any necessary environmental approvals);

- (f) any changes in operations associated with the ATC, including improvements in safety;
- (g) any changes in routine and capital maintenance requirements associated with the ATC, including ease of maintenance;
- (h) any changes in the anticipated service life of the item(s) comprising the ATC;
- (i) preliminary analysis of potential impacts on life-cycle costs (including the impacts on the cost of repair, maintenance and operation);
- (j) preliminary analysis and quantitative discussion of potential impacts on vehicular traffic (both during and after construction);
- (k) a preliminary analysis of environmental permitting and community impacts;
- (l) a description of added risk to VDOT or third parties associated with the ATC's implementation;
- (m) a description of other projects on which a similar ATC has been used, the degree of success or failure of such usage and names and contact information, including phone numbers and e-mail addresses, for project owner representatives that can confirm such statements; and
- (n) preliminary drawings of the configuration of the ATC or other appropriate descriptive information, including a traffic operational analysis, if appropriate.

3.4.4 Errors, Ambiguities or Mistakes

If VDOT determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity or mistake, VDOT reserves the right to revise the RFP to correct the error, ambiguity or mistake, regardless of any impact on a proposed ATC.

3.4.5 ATC Review and Approval

- (1) Prior to making a determination with respect to any ATC, VDOT may request additional information regarding the proposed ATC at any time. VDOT will return responses to each Offeror regarding its ATC on or before the applicable last date set forth in Section 2.3.1 (Procurement Schedule), provided that VDOT has received all required and requested information regarding such ATC.

- (2) By submitting a Proposal, each Offeror acknowledges that it received the opportunity to submit ATCs and, therefore, waives any right to object to VDOT's determination regarding any ATC. VDOT's rejection of any ATC shall not entitle the Offeror that submitted the ATC to an extension of the Technical Proposal Submission Date; *however*, the foregoing shall not limit VDOT's right to modify the Technical Proposal Submission Date or any other date in connection with this procurement.
- (3) VDOT's response (which will be provided in the form set forth in Attachment 3.4.5) will be limited to one of the following statements:
 - (a) the proposed ATC is acceptable for inclusion in the Proposal;
 - (b) the proposed ATC is not acceptable for inclusion in the Proposal;
 - (c) the proposed ATC is acceptable for inclusion in the Proposal with such conditions, modifications and/or requirements as identified by VDOT;
 - (d) the proposed ATC does not qualify as an ATC but may be included in the Offeror's Proposal because it appears to be within the requirements of the RFP or any pending Addendum; or
 - (e) the proposed ATC does not qualify as an ATC and may not be included in the Proposal.

3.4.6 Incorporation of ATCs in the Comprehensive Agreement

- (1) Following selection of the Successful Offeror, ATCs that were pre-approved by VDOT and incorporated in the Proposal by the Successful Offeror shall be included in the Comprehensive Agreement. If VDOT responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the Comprehensive Agreement. Notwithstanding anything to the contrary herein, if the Design-Builder does not comply with one or more VDOT conditions of pre-approval for an ATC or the Design-Builder fails to obtain a required third-party approval for an ATC, the Design-Builder will be required to comply with the original requirements of the RFP without adjustment to the Contract Price or Contract Time(s).
- (2) Prior to execution of the Comprehensive Agreement, ATCs from unsuccessful Offerors may, in VDOT's discretion, be presented to the Successful Offeror for possible incorporation into the Comprehensive Agreement during negotiation of the final terms of the Comprehensive Agreement pursuant to Section 8.1 (*Negotiation and Award of Contract*) and, if agreed by VDOT and the Successful Offeror in such negotiations, incorporated into the Comprehensive Agreement.

3.4.7 Additional Governmental Approvals, Property Acquisition, Utility Work

- (1) If the implementation of an approved or conditionally-approved ATC requires approval of a third party (e.g., a Governmental Unit) or a re-evaluation of a previously secured approval, the Design-Builder shall be solely responsible for obtaining the relevant approval. VDOT will provide reasonable cooperation in obtaining such approvals.
- (2) If any relevant third-party approval is not granted, then the Design-Builder must change its Project approach to meet the original (i.e., pre-ATC) requirements in the Comprehensive Agreement and the Technical Requirements. The Design-Builder shall not be eligible for a Work Order to increase the Contract Price or extend the Contract Time(s) for failure to secure any such third-party approval.
- (3) If the implementation of an approved or conditionally-approved ATC requires additional utility work, Design-Builder shall pay for such work. Design-Builder shall not be eligible for a Work Order to perform such utility work.

3.4.8 Confidentiality of ATCs

- (1) Subject to the provisions of the RFP, the Act, the Virginia Freedom of Information Act and the PPTA Guidelines, VDOT will maintain the confidentiality of any ATCs and all communications regarding such ATCs until a decision is made to select a Successful Offeror or cancel the procurement, at which time all confidentiality rights, if any, shall be of no further force and effect except as otherwise allowed under the Act, any other applicable law and Section 11.1 (Virginia Freedom of Information Act/Confidentiality) hereof.
- (2) By submitting an executed Proposal Payment Agreement, each Offeror agrees, if it is not selected, to disclosure of its work product by VDOT to the Successful Offeror.

3.5 Acknowledgement of Receipt of RFP, Revisions, and/or Addenda

Offeror shall provide to VDOT the Acknowledgement of Receipt of RFP, Revisions and/or Addenda (Form C-78-RFP), set forth as Attachment 3.5, signed by the Offeror's point of contact or another duly authorized official of the Offeror, with submission of the Technical Proposal, which will serve as acknowledgement that the Offeror has received the RFP.

4.0 CONTENTS OF PROPOSALS

This Section 4.0 (Contents of Proposals) describes specific information that must be included in the Proposal. The format of such information is described in Section 6 (Proposal Submittal Requirements).

4.0.1 Offerors will submit a two-part Proposal:

- (1) The Technical Proposal will consist of all information required under Section 4 (Contents of Proposal), except for that required by Section 4.6 (Price Proposal), and will be submitted in a sealed package by the date and time set forth in Section 2.3.1 (Procurement Schedule), and separate from that submitted for the Price Proposal. Offerors shall complete the Technical Proposal Checklist, Attachment 4.0.1.1, and include it with their Technical Proposal. The purpose of the Technical Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's Technical Proposal and to provide a page reference indicating the location in the Technical Proposal of each submittal requirement. It shall also include (i) an original signed copy of the Acknowledgement of Receipt of Disclosed Information (Attachment 2.5) and (ii) an original signed copy of the Acknowledgement of Receipt of RFP, Revisions and/or Addenda (Form C-78-RFP) (Attachment 3.5).
- (2) The Price Proposal will consist of the information required by Section 4.6 (Price Proposal) and will be submitted in a sealed package by the date and time set forth in Section 2.3.1 (Procurement Schedule) and separate from that submitted for the Technical Proposal. VDOT will not open the Price Proposal until VDOT has evaluated and scored the Technical Proposal pursuant to Section 5.0 (Evaluation Process for Proposals). Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. By submitting its Price Proposal, the Offeror certifies that the Project presented in its Technical Proposal is in conformance with all the Technical Requirements.

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

4.0.3 If an Offeror has concerns about information included in its Proposal that may be deemed confidential or proprietary, the Offeror shall adhere to the requirements set forth by Section 11.1.2 (Virginia Freedom of Information Act).

4.1 Letter of Submittal

4.1.1 The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Comprehensive Agreement with VDOT. The Letter of Submittal shall be signed in ink by an authorized representative of Offeror's organization.

4.1.2 Declare Offeror's intent, if selected, to enter into the Comprehensive Agreement with VDOT for the Project in accordance with the terms of the RFP.

4.1.3 Pursuant to Section 8.2 (Proposal Validity), declare that the offer represented by the Technical and Price Proposals will remain in full force and effect for [one hundred eighty (180)] days after the date the Technical Proposal is actually submitted to VDOT (“**Technical Proposal Submission Date**”).

4.1.4 Identify the name, title, address, phone number, and e-mail address of an individual who will serve as the point of contact for the Offeror with respect to the Proposal.

4.1.5 Identify the name, address and telephone number of the individual who will serve as the principal officer for the Offeror (e.g., president, treasurer, chairperson of the board of directors, etc.).

4.1.6 Provide Final Completion Deadline. The proposed date herein shall be no later than the Mandatory Final Completion Deadline. An earlier Final Completion Deadline proposed by the Offeror will be deemed by VDOT as the contractual completion date for the Comprehensive Agreement for all purposes, including liquidated damages in accordance with RFP Part 3 (*Comprehensive Agreement*), Section 5.6 (*Liquidated Damages Related to Completion Dates*).

4.1.7 Include either an executed Proposal Payment Agreement, in the form set forth in Attachment 9.3.1, or an executed Waiver of Proposal Payment, in the form set forth in Attachment 9.3.2.

4.1.8 Provide the Certification Regarding Debarment Forms as set forth in Section 11.8.6 (Administrative Requirements).

4.1.9 Provide confirmation that the information contained in the Offeror’s SOQ remains true and accurate. If any changes have been made to the Offeror’s organizational structure, Lead Contractor, Lead Designer, Lead Tunnel Designer, Lead Tunnel Constructor, Key Personnel or other individuals identified in the Offeror’s SOQ, then those changes require prior written approval in accordance with Section 11.4 (Requirement to Keep Team Intact).²

4.2 General Project Management

The Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror’s approach to coordinating all Project activities, including design, construction, safety, quality, documentation, scheduling, testing and auditing/reporting for the Project, risk analysis and mitigation and community outreach. The Offeror’s general project management approach shall address the information requested in Sections 4.2.1 (Management Structure and Personnel) through 4.2.6 (Public Information and Communications) (below).

4.2.1 Management Structure and Personnel

² **Note to Offerors:** VDOT to provide further details in an Addendum regarding what materials relating to each entity that will sign a Guarantee (the form of which is set forth in Exhibit 16 to the Comprehensive Agreement) must be included in the Proposal.

The Offeror's general project management approach shall describe the proposed overall project management organization, identifying participating firms, organizations and individuals. It shall include:

- (1) an organization chart, showing the "chain of command," which may be excluded from the page count limitation, outlining the structure of the Offeror's project management organization (including the design, construction, and quality sub-organizations) and a description of the roles allocated, responsibilities, interrelation and work to be accomplished by each member of the management team;
- (2) information describing how each of the Key Personnel³ will fit into the organization, including a description of each key person's function and responsibility relative to the Project and the duration of their full-time presence on the site; and
- (3) a description of the Offeror's plan and overall ability to provide the experienced personnel, equipment and facilities required to successfully complete all aspects of the Project on a timely basis and within any applicable time frames set forth in the Comprehensive Agreement and the Technical Requirements.

4.2.2 Risk Mitigation

Description of the Offeror's approach to identify, assess, manage, mitigate and allocate Project-specific risks. The Proposal shall, at a minimum, describe the top ten (10) risks the Offeror has identified for the Project (regardless of which party to the Comprehensive Agreement bears responsibility or liability for such risks), along with the mitigation strategies and contingencies the Offeror will put in place in order to manage such risks.

4.2.3 Environmental and Permit Management

The Offeror's general project management approach shall include a preliminary Environmental Management Plan demonstrating that environmental and permitting requirements are well understood and will be appropriately integrated into the Proposal Schedule. The plan shall describe the Offeror's proposed approach for the following, including the staffing and lines/levels of communication that will be used to achieve these requirements.

- (1) Clean Water Act Periods
 - (a) Describe how analysis of design options and an alternatives analysis for stormwater (SWM) facilities will be included in the initial United States Army Corps of Engineers ("USACE") permit application, if any such facilities are proposed for location within streams or wetlands;

³ **Note to Offerors:** VDOT to provide further details in an Addendum regarding submittal requirements with respect to Key Personnel.

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- (b) Describe how analysis of wetland and subaquatic vegetation mitigation options will be included in the initial USACE permit application;
 - (c) Describe how analysis of erosion and sediment controls, dredging best management practices, and invasive species control will be included in the initial USACE permit application; and
 - (d) Describe how construction means, methods, and materials will be included in the initial permit applications.
- (2) Coordination with Maritime Stakeholders
- (a) Describe how the Offeror would coordinate with VDOT and the Navy to address the Navy's concerns outlined in its letter dated September 19, 2016 (see Page H-102 of the Final SEIS, included as part of the Reference Information).
- (3) Historic Properties
- (a) Describe how the Offeror would coordinate the commitments made in the Section 106 Programmatic Agreement and the Memorandum of Understanding and Right of Entry Agreement guiding temporary access to Hampton University;
 - (b) Describe how the Offeror would address the commitments made in the Section 106 Programmatic Agreement regarding assessment, protection, and monitoring the Emancipation Oak;
 - (c) Describe how the Offeror would address the commitments made in the Section 106 Programmatic Agreement regarding noise barriers and landscaping at Hampton National Cemetery, Phoebus Section; and
 - (d) Describe how the Offeror would address the commitments made in the Section 106 Programmatic Agreement regarding the effect on historic properties from the Offeror's design for adding capacity to the Hampton Roads Bridge-Tunnel.
- (4) Federally-Protected Species
- (a) Describe in detail how the Offeror plans to implement the passive hazing measures in Addendum 2 of the 2018 report by Virginia Tech, "Assessment of Conservation Measures for Colonial Nesting Birds" (included as part of the Reference Information).
- (5) NOAA Trust Resources

- (a) Describe in detail how the Offeror plans to meet NOAA Fisheries jurisdictional requirements for NOAA trust resources including Essential Fish Habitat, Atlantic sturgeon and critical habitat, marine mammals, and sea turtles that may be impacted by the proposed project design.

4.2.4 Safety and Health⁴

The Offeror's general project management approach shall include a preliminary safety plan, meeting the requirements set forth in the Technical Requirements, that includes:

- (1) a description of the role and responsibilities of the Project safety officer's staff, the hierarchical relationship between the Project safety officer and other managers, supervisors, and employees, and how responsibility and accountability for safety will be incorporated at all levels;
- (2) a description of the Offeror's approach to identifying, developing and providing relevant training for employees and supervisors;
- (3) a description of the Offeror's approach to safety procedures, including incident response plans and systems for reporting and responding to hazardous conditions, and how such procedures will ensure the safety and health of personnel involved in the Project and the general public affected by the Project;
- (4) the procedures the Offeror will use to immediately notify VDOT of all incidents arising out of the performance of the work, and the Offeror's approach to communication and coordination of incident response and emergency management with VDOT and other involved agencies;
- (5) a description of how the Offeror's approach to safety will account for the unique attributes of the Project, including but not limited to, the urban and maritime environments, the heavy traffic conditions and the size and scope of the Project; and
- (6) a description of the Offeror's safety goals and its approach to evaluating the effectiveness of policies and measuring success in meeting the goals.

4.2.5 Organizational Systems

The Offeror's general project management approach shall describe the organizational systems to be used by the Offeror, and shall include:

- (1) a detailed description of how the Offeror's team members will work together to provide a unified design, construction and quality approach to all elements of the work;

⁴ **Note to Offerors:** Provision remains subject to VDOT review.

- (2) a description of the Offeror's team decision-making process, how internal disputes between team members will be resolved and how Offeror will avoid adverse impacts to the Project (cost, schedule or quality) in the event of such disputes;
- (3) a description of the methods to be used to establish lines of communication and documentation within the Offeror's team, including communication among the sub-organizations and management personnel;
- (4) a description of how the quality process will be structured for the Project, and how the quality process will function independently of design and construction; and
- (5) a description of how the Offeror intends to interface with VDOT, its consultants, applicable third parties, and relevant federal, state and local agencies on all matters.

4.2.6 Public Information and Communications

The Offeror's general project management approach shall describe the public information and communications strategies to be used by the Offeror, including, including:

- (1) the qualifications and experience of proposed staff members who will be engaged for purposes of public information and community outreach; and
- (2) a preliminary public information and communications plan, which presents the approach to addressing all public information and communications items in the Technical Requirements.

4.3 Design-Build Technical Solution

The Offeror should provide sufficient information to enable VDOT to understand and evaluate the Offeror's schematic and proposed approach to construction sequencing and traffic management, drainage and utilities, subsurface elements, roadways, bridges, tunnel improvements, surface structures and aesthetics. The Offeror's schematic(s) shall be presented in English units on 11-inch by 17-inch sheets at a scale of 1 inch = 100 feet (and for vertical profiles, at a scale of 1 inch = 20 feet) and shall clearly identify the work to be completed for the Project. Each Offeror shall clearly identify any characteristics of its Technical Proposal that exceed the requirements of the RFP.

4.3.1 ATCs

The Offeror must specifically state whether any approved ATCs are included, with reference to the ATC identification number, and shall describe how the ATC is used and provide cross-references to other elements of the Technical Proposal that are affected by the ATC. For

each ATC the Offeror includes, the Offeror shall provide the complete ATC package, including approvals and any conditions, in electronic format.

4.3.2 Roadway

The Offeror's roadway schematic(s) shall include:

- (1) general Project roadway information including Project limits, design speeds, functional classification(s), and other data indicating minimum design criteria have been satisfied;
- (2) project horizontal alignments including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings;
- (3) project planimetrics including curbs and barriers, driveways, edge of pavement, and surface roadways' edge of shoulders;
- (4) directional arrows indicating the number of lanes;
- (5) proposed right-of-way limits and control of access limits;
- (6) Project profiles including existing/natural ground, vertical clearance, grades, VPI station, vertical curve length and K-values; and
- (7) typical sections including existing ground, pavement cross slope, super elevation, lane and shoulder widths, and slope ratio for fills and cuts.

4.3.3 Construction Sequencing and Traffic Management

The Offeror shall include a description of the construction staging and traffic control and sequencing proposed to accommodate traffic during construction of the Project, including:

- (1) the overall traffic management and control and sequencing approach;
- (2) conceptual construction staging diagrams including initial and ultimate proposed treatment of ramps, staging of major drainage trunk line(s) and a description of all existing roadways and structures to be closed, demolished, left as-is, or incorporated into the Project;
- (3) a description of how business and residential accesses will be provided;
- (4) a narrative description of how the Offeror intends to schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance;
- (5) a description of the intended laydown, recycling, staging, disposal and maintenance locations to be used during construction; and

- (6) a description of how the right-of-way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage.

4.3.4 Drainage

The Offeror shall provide a description of the drainage for the Project, in conformance with the Technical Requirements, which such description shall include:

- (1) a description of the overall surface water collection system identifying the proposed location of major drainage trunk lines and outfall locations to accommodate the Project;
- (2) exhibit drawings (scale: 1 inch = 200 feet) of the Offeror's design for conveying runoff through the facility to discharge points;
- (3) exhibit drawing(s) defining the approximate limits of temporary construction easements and drainage easements necessary for completion of the Project drainage work; and
- (4) a description of the detention facilities required for the Project and exhibit drawings of the Offeror's detention locations.

4.3.5 Pavement

The Offeror shall validate the adequacy of the minimum pavement sections (as defined in the Technical Requirements) and notify VDOT of its findings in the Offeror's Design-Build Technical Solution. If the Offeror's findings require a deviation from the requirements set forth in the Technical Requirements, the Offeror shall notify VDOT and submit the proposed revised pavement typical sections, along with supporting calculations. Acceptable changes to the minimum pavement sections are limited to increasing the specified thickness of the base or subbase layers.

4.3.6 Structures

The Offeror shall provide a description of all structures for the Project, including the following:

- (1) The Offeror's schematic(s) shall include:
 - (a) sufficient detail to show bridge and culvert locations and limits, bridge types, foundation types, controlling vertical clearances and typical span arrangements; and
 - (b) preliminary wall types, proposed locations and limits for retaining and sound walls.

- (2) The Offeror also shall include in its Design-Build Technical Solution:
 - (a) an exhibit of the bent placement near restricted substructure placement areas (the exhibit also shall depict the restricted substructure placement areas); and
 - (b) drawings detailing the Offeror's conformance to the aesthetic requirements of the Project.

4.3.7 Traffic Engineering

The Offeror shall provide a description of the signing, delineation, pavement markings, signalization and lighting for the Project, including:

- (1) a preliminary operational guide signing schematic; and
- (2) a general description of the approach for striping, signalization and lighting of the corridor.

4.3.8 Bored Tunnel Design and Construction

If the Offeror elects to present a Design-Build Technical Solution employing the bored tunnel construction method, the Offeror shall submit the information described in this Section 4.3.8 (*Bored Tunnel Design and Construction*) relating to the design and construction of the Tunnel Improvements.

- (1) Drawings. The Offeror shall include the following drawings, advanced to a sufficient level of detail to convey the Offeror's understanding of, and approach to complying with, the Technical Requirements:
 - (a) bored tunnel alignment, both plan and elevation views, clearly showing the following:
 - (i) bored tunnel structure(s);
 - (ii) stationing and elevations at key points along the tunnel;
 - (iii) call-outs of grades and horizontal and vertical data;
 - (iv) location of proposed tunnel(s) relative to existing tunnel, existing island, and other existing features;
 - (v) location and dimensions of proposed launching and receiving pits, including location (station) of temporary headwalls, evaluation of bored tunnel headwalls and sequence of tunnel drives if two bores are proposed;

- (vi) location of existing ground surface/seabed elevation along the centerline of proposed tunnel (show both the current and future navigation channels);
 - (vii) profile of tunnel(s) with respect to the baseline stratigraphy presented in the Geotechnical Baseline Report;
 - (viii) limits of engineered fill berms to provide medium for tunnel and/or to address buoyancy considerations with proper cross sections to show slopes and scour protections;
 - (ix) minimum cover to proposed tunnel crown at critical locations (i.e., measured from the crown of the tunnel to either the existing ground surface/seabed elevation or the top of proposed engineered fill berm, whichever is applicable);
 - (x) location(s) and limits for each ground improvement type used to enable bored tunnel construction;
 - (xi) location(s) and limits for other protective works for existing infrastructure, including structures, islands, utilities, facilities, and existing tunnel along the tunnel alignment, etc.; and
 - (xii) location (station, elevation) and limits of low point sump station;
- (b) bored tunnel sections (depicting the bored tunnel relative to the surrounding environment), including, at a minimum:
- (i) a section immediately beyond each of the launching and receiving headwalls (i.e., just after break-out and just before break-in, respectively);
 - (ii) a section immediately beyond the limit of each island;
 - (iii) a section at the mid-point of the navigation channel; and
 - (iv) sections at any other point of engineering significance, such as at points where the tunnel passes close to existing structures, locations where ground improvements or other protective works will be installed, etc.;
- (c) bored tunnel space-proofing drawings (coordinated with all engineering disciplines), including one typical section and one section at low point sump station, each showing:

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- (i) inside diameter, outside diameter, structural lining thickness;
 - (ii) construction tolerance;
 - (iii) clearance envelopes (for traveled lanes, shoulders, and signage);
 - (iv) ventilation fans and other mechanical components;
 - (v) tunnel finishes and passive fire protection;
 - (vi) lighting, electric panelboards, SCADA and ITS cabinets/enclosures, and other electrical components;
 - (vii) communication systems antennas and emergency call boxes;
 - (viii) cameras and lane use signs;
 - (ix) other services/utilities;
 - (x) interior slabs and walls (including thicknesses);
 - (xi) roadway wearing surface;
 - (xii) walkways and traffic barriers;
 - (xiii) egress corridors;
 - (xiv) access doors and hatches;
 - (xv) drainage lines and manholes;
 - (xvi) ballast;
 - (xvii) ducts, conduits, and raceways;
 - (xviii) sprinklers and sprinkler lines; and
 - (xix) for low point sump station section, layout of pumps, wet well, dry well, and discharge lines.
- (d) precast tunnel lining drawings, including:
- (i) developed plan and typical section of ring showing number and shape/dimensions of segments comprising a ring, location of

- connections between adjacent segments, location of lifting inserts, etc.;
- (ii) details of radial joints and circumferential joints showing connections (e.g., bolts, bolt inserts, bolt pockets) and sealing gaskets; and
 - (iii) reinforcement designs for the segments need not be provided on the preliminary design drawings, however, at a minimum the Offeror must confirm the type of reinforcement to be used and must state the weight of steel reinforcement or fibers per cubic yard of concrete assumed.
- (e) construction sequence plans showing, at a minimum, the sequence of the following activities:
- (i) construction of tunnel boring machine launching and receiving pits;
 - (ii) dredging of soft soils and other ground improvements;
 - (iii) removal of obstructions, placement of engineered fill berm and other works to enable tunneling operations;
 - (iv) island expansion activities related to tunneling operations;
 - (v) the proposed site layout at each portal for tunneling operations, including launch and receiving pits; and
 - (vi) any proposed protective measures for existing islands and existing tunnel (including approach structures).
- (2) Geotechnical Report for Preliminary Design. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding of, and approach to:
- (a) assessing and interpreting the engineering properties most relevant to tunneling for each soil unit;
 - (b) developing measures to be taken during design to mitigate the most likely risks to the Project as a result of geologic conditions;
 - (c) developing groundwater control measures to be used for the launching and receiving pits;

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- (d) developing ground improvement methods, as well as the rationale for installation at proposed locations;
 - (e) developing engineered fill stability assessment during tunnel operations and anticipated factor of safety for sliding; and
 - (f) bored tunnel buoyancy considerations, for both temporary and permanent conditions, along with the selected alignment.
- (3) Tunnel Boring Machine Design and Operation. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding of, and approach to, delivery and operation of the tunnel boring machine ("TBM"), including:
- (a) type of TBM(s) proposed (e.g., earth pressure balanced, slurry) and insight into the selection process with reference to the anticipated ground conditions and water pressures;
 - (b) proposed TBM manufacturers and a summary of their experience in supplying TBMs of similar diameter for similar ground conditions;
 - (c) proposed cutterhead configuration, including the proposed cutter tools and cutterhead opening ratio and the proposed excavated diameter and overcut (e.g., explain how excavated diameter of the TBM is compatible with external diameter of proposed precast concrete lining giving consideration to articulation capabilities of the TBM);
 - (d) use of slurries, conditioners, polymers, bentonite and other conditioning agents to maintain face stability, reduce wear, transport soils, etc. with consideration to the anticipated ground and groundwater conditions (soil conditioning system);
 - (e) means and methods for excavating, handling, transporting and disposing of excavated materials (spoil removal system);
 - (f) segment delivery to the heading, erection of segments, and grouting of segments (primary and secondary grouting), including the procedures and materials that will be utilized to ensure complete void filling in order to minimize ground loss and ensure ring stability;
 - (g) drive system (include a simple explanation of the assumed power requirement, number of motors, and main bearing configuration);
 - (h) approach to TBM alignment control, including TBM guidance system, operational controls, control procedures for ring selection, and survey check procedures;

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- (i) break-ins and break-outs, including methods of maintaining watertightness and stability of launch wall, engineered fill, berms, embankments and existing structures and islands (describe the type and extent of any proposed ground improvement and/or modification);
 - (j) slurry treatment plant and plant capacity as required for a slurry TBM, if chosen to be used;
 - (k) method for tracking and monitoring of leakage of additives, conditioners, slurry or grout into the waterway;
 - (l) temporary drainage, lighting, power, water and ventilation;
 - (m) methods for detecting and removing obstructions;
 - (n) provisions for probing and grouting in advance of the heading;
 - (o) inspection and maintenance plan, including:
 - (i) proposed inspection and maintenance plan for the TBM and other important equipment critical to tunneling (including frequency, duration and scope of planned maintenance stoppages; differentiate between maintenance activities that can be performed in free-air versus those that require compressed-air interventions);
 - (ii) expected impact of any stoppage on ground behavior and the specific means and methods that will be employed to minimize those impacts; and
 - (iii) procedures for changing cutters mid-drive, from within the TBM;
 - (p) compressed-air interventions, including:
 - (i) descriptions of procedures for compressed air interventions (for inspecting and/or changing cutter tools, for removal of obstructions, etc.) with consideration to the maximum hydrostatic groundwater pressures anticipated along the tunnel alignment; and
 - (ii) descriptions of specialized equipment and crews that will be employed (including the pressures, duration, and crew sizes associated with these interventions);
 - (q) haul routes and disposal locations for tunnel spoils and haul routes for material delivery; and

- (r) a description of any innovative features to be included in the TBM to help ensure the timely completion of the tunneling work.
- (4) Interior Tunnel Structure. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding and approach to addressing space allocation, proposed tunnel finishes, fire protection, systems and coordination, and verification of tunnel dimensions.
- (5) Cross-Passages. If the Offeror's technical solution includes twin bored tunnels, the Offeror shall provide a narrative describing the Offeror's approach to the design and construction of cross-passages, including the number of cross-passages to be constructed, the techniques to be used to construct the cross-passages and the measures to be used by the Offeror to ensure the tunnel improvements will meet the watertightness specifications set forth in the Technical Requirements.
- (6) Ground Improvements. The Offeror shall include a narrative describing the Offeror's approach to the design and implementation of the various ground improvement measures the Offeror will use to support the tunnel construction work.
- (7) Ground Movements Assessment and Damage Risk Mitigation. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding of, and approach to, the following:
 - (a) geotechnical instrumentation plans and details showing how instrumentation and monitoring of existing facilities will be measured;
 - (b) minimizing the impacts of tunnel construction on structures, islands, utilities, and other existing facilities;
 - (c) analysis of ground deformations (horizontal and vertical) anticipated from the execution of the Work, including plots indicating horizontal and vertical deformation contours;
 - (d) the advance mitigation measures (i.e., performed in advance of tunnel and/or trench excavation) the Offeror plans to undertake to minimize the risk of damage to existing facilities; and
 - (e) measures to mitigate against settlement and risk of damage should ground movements be more than anticipated as revealed following the start of tunneling.

4.3.9 Immersed Tube Tunnel Design and Construction

If the Offeror elects to present a Design-Build Technical Solution employing the immersed tube tunnel construction method, the Offeror shall submit the information described in this Section 4.4.9 relating to the design and construction of the Tunnel Improvements.

- (1) Drawings. The Offeror shall include the following drawings, advanced to a sufficient level of detail to convey the Offeror's understanding of, and approach to complying with, the Technical Requirements:
 - (a) Immersed tube tunnel alignment, both plan and elevation views, clearly showing the following:
 - (i) immersed tube tunnel structure;
 - (ii) stationing and elevations at key points along the tunnel;
 - (iii) call-outs of grades and horizontal and vertical curve data;
 - (iv) location of proposed tunnel relative to existing immersed tube tunnel, existing islands and other existing features (including offset dimensions, as appropriate), showing both the current and future navigation channels;
 - (v) existing ground surface/seabed elevations along the centerline of proposed tunnel;
 - (vi) arrangement of tunnel backfill including locking and ordinary backfill protection layer;
 - (vii) tunnel element lengths and location of joints between tunnel elements;
 - (viii) location and length of tunnel closure joint structure;
 - (xix) location (station and elevation) and limits of low point sump station; and
 - (x) ground improvement limits and protective work for existing infrastructure;
 - (b) immersed tube tunnel sections (depicting the immersed tube tunnel relative to surrounding environment, dredge limits, protection layer thickness and limits, locking and ordinary backfill, and immersed tube tunnel foundation), including, at a minimum, the following:
 - (i) a section immediately beyond the limit of each island;

- (ii) a section at the mid-point of the navigation channel; and
 - (iii) sections at any other point of engineering significance, including such points where the tunnel passes close to existing structures and locations where ground improvements or other protective works may be required and installed;
- (c) immersed tube tunnel space-proofing drawings (coordinated with all engineering disciplines), including one typical section and one section at low point sump station showing:
- (i) interior dimensions;
 - (ii) construction tolerance;
 - (iii) clearance envelopes (for traveled lanes, shoulders, and signage);
 - (iv) ventilation fans and other mechanical components;
 - (v) tunnel finishes and passive fire protection;
 - (vi) lighting, electric panelboards, SCADA and ITS cabinets/enclosures, and other electrical components;
 - (vii) communication systems antennas and emergency call boxes;
 - (viii) cameras and lane use signs;
 - (ix) other services/utilities;
 - (x) roadway wearing surface;
 - (xi) walkways and traffic barriers;
 - (xii) egress corridors;
 - (xiii) access doors and hatches;
 - (xiv) drainage lines and manholes;
 - (xv) ballast/roadway concrete;
 - (xvi) ducts, conduits, and raceways;

- (xvii) sprinklers and sprinkler lines; and
- (xviii) for low point sump station section, layout of pumps, wet well, dry well, and discharge lines;
- (d) immersed tube tunnel structure, including:
 - (i) wall and slab thickness;
 - (ii) details of primary and secondary seals between tunnel elements;
 - (iii) tunnel closure joint structure details;
 - (iv) location, configuration and details of low point pump station;
 - (v) waterproofing details;
 - (vi) durability design statement; and
 - (vii) foundation layer, backfill, and tunnel protection layer;
- (e) drawings (along with an accompanying narrative) with sufficient level of detail to convey Offeror's approach to fabricating and placing tunnel elements, including:
 - (i) location and details of casting basin;
 - (ii) trial casting details;
 - (iii) fabrication methods, including methods to ensure quality control;
 - (iv) details relating to with transporting tunnel elements from the casting basis to the Site;
 - (v) buoyancy requirements during floating, transportation, immersion and final placement;
 - (vi) permanent ballasting;
 - (vii) dredging methodology, as well as transport plans and disposal locations for dredged material;
 - (viii) type of foundation and method of construction;
 - (ix) number and location of temporary access shafts;

- (x) temporary bulkheads;
 - (xi) immersion methodology including equipment, temporary ballast and methods of achieving placement tolerances;
 - (xii) any proposed protective measures for existing islands and existing immersed tube tunnel approach structures;
 - (xiii) sequence of construction;
 - (xiv) coordination with shipping channel vessel traffic; and
 - (xv) construction assumptions and details of interface between island, cut and cover, and immersed tube tunnel element.
- (2) Geotechnical Report for Preliminary Design. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding of, and approach to, the following:
- (a) assessing and interpreting the engineering properties most relevant to immersed-tube tunneling for each soil unit;
 - (b) developing measures to be taken during design to mitigate the most likely risks to the Project as a result of geologic conditions; and
 - (c) preparing assumptions of consolidation properties for organic soils and measures that will be taken to protect the existing structures from consolidation settlement.
- (3) Interior Tunnel Structure. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding and approach to addressing space allocation, proposed tunnel finishes, fire protection, systems and coordination, and verification of tunnel dimensions.
- (4) Ground Movements Assessments and Damage Risk Mitigation. The Offeror shall include a narrative with sufficient level of detail to convey Offeror's understanding of, and approach to, the following:
- (a) rationale for any ground improvement or other mitigation measures to protect existing facilities during construction;
 - (b) minimizing the impacts of tunnel construction on structures, islands, utilities, and other existing facilities;

- (c) analysis of ground deformations (horizontal and vertical) anticipated from the execution of the Work, including plots indicating horizontal and vertical deformation contours;
- (d) the advance mitigation measures (i.e., performed in advance of tunnel and/or trench excavation) Offeror plans to undertake to minimize the risk of damage to existing facilities; and
- (e) measures to achieving the required density of reclaimed fill (including ground improvements or densification methods).

4.3.10 Tunnel Approach Structures

The Offeror shall provide the following information relating to the tunnel approach structures for the Project:

- (1) Drawings. The Offeror shall include the following drawings, advanced to a sufficient level of detail to convey the Offeror's understanding of, and approach to complying with, the Technical Requirements:
 - (a) tunnel approach structure alignment, both plan and elevation views, at an appropriate scale showing:
 - (i) limits of various underground structure types comprising the approach structure (including retaining walls, U-walls, and cut-and-cover boxes);
 - (ii) foundation types, sizes and locations of each underground structure;
 - (iii) inside and outside lines for tunnel approach structures, including call-outs of horizontal and vertical curvature and grades and providing information on stationing and elevations at points along the structure;
 - (iv) location of proposed structure relative to existing tunnel, exiting islands and other existing features (provide relevant off-set dimensions);
 - (v) location of flood gates;
 - (vi) location of existing ground surface/seabed elevation and location of proposed finished grade of island along the centerline of the proposed approach structure;

- (vii) location(s) and limits for each type of proposed ground improvement to enable approach structure construction;
 - (viii) location(s) and limits for other protective works for existing structures or islands;
 - (ix) location (including station and elevation) and limits of any sump and pump systems; and
 - (x) location of proposed construction joints and expansion joints;
- (b) tunnel approach structure sections (depicting approach structure relative to surrounding environment), including:
- (i) a minimum of one section for each underground structure type (e.g., retaining sections, U-wall sections, and cut-and-cover tunnel sections);
 - (ii) additional sections shall be provided as necessary to clearly define the services/utilities buildings relative to the approach structures; and
 - (iii) any other point of engineering significance, such as points where the tunnel approach structure construction is near to existing structures, locations where ground improvements or other protective works will be installed,
- and showing for each such section the temporary support excavation, type and dimensions/limits of ground improvements/enabling works, elevations and dimensions of permanent structural walls and slabs and locations, and waterproofing type and limits;
- (c) approach structure space-proofing drawings, one section for each underground structure type (retaining wall section, U-wall section and cut-and-cover tunnel section), showing the following:
- (i) inside-to-inside structural clearance and outside-to-outside structural clearance;
 - (ii) thickness of structural walls and slabs;
 - (iii) ventilation fans (if applicable to cut-and-cover sections);
 - (iv) tunnel finishes and passive fire protection (if applicable to cut-and-cover sections);

- (v) lighting;
- (vi) cameras, lane use signs and traffic signals;
- (vii) utilities and other services;
- (viii) interior slabs and walls (to include thicknesses);
- (ix) roadway wearing surfaces;
- (x) walkways and traffic barriers;
- (xi) egress corridor (for cut-and-cover sections);
- (xii) access doors and hatches;
- (xiii) drainage lines and manholes;
- (xiv) ballast;
- (xv) ducts, conduits, and raceways; and
- (xvi) waterproofing;
- (d) adjacent underground structure types (to indicate how movement will be accommodated across the joint while maintaining the required watertightness), including:
 - (i) retaining wall/U-wall;
 - (ii) U-wall/cut-and-cover; and
 - (iii) cut-and-cover/immersed tube tunnel;
- (e) construction sequence plans showing, at a minimum, the sequence of the following activities:
 - (i) installation of ground improvements or other enabling works, including the clearing of obstructions;
 - (ii) installation of temporary support of excavation;
 - (iii) excavation sequence;

- (iv) island expansion activities relative to approach structure construction activities; and
 - (v) tunnel construction activities relative to approach structure construction activities.
- (2) Geotechnical Report for Preliminary Design. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding of, and approach to:
- (a) assessing and interpreting the engineering properties of all engineering soil units, including the expected average and range of soil strengths, consolidation properties of soft clay/organic soils and permeability;
 - (b) developing measures to be taken during design to mitigate the most likely risks to the Project as a result of geologic conditions; and
 - (c) groundwater control measures to be used for approach structure excavations, including expected groundwater draw-downs, pattern and size of influence zone and anticipated consolidation settlements, as applicable.
- (3) Interior Cut-and-Cover Tunnel Structure. The Offeror shall include a narrative with sufficient level of detail to convey the Offeror's understanding and approach to the interior cut-and-cover tunnel structures construction, including addressing space allocation, proposed tunnel finishes, fire protection, systems and coordination, and verification of cut-and-cover tunnel dimensions.

4.3.11 Fire/Life Safety Systems

The Offeror's Design-Build Technical Solution shall provide sufficient level of detail (in drawings and in narrative form, as applicable) to convey Offeror's understanding of, and approach to complying with, the Technical Requirements with respect to fire/life safety systems, including:

- (1) narrative descriptions of the proposed design concept for each of the following major mechanical elements that support tunnel operations:
 - (a) proposed software for tunnel ventilation and egress modeling;
 - (b) tunnel ventilation conceptual analysis including the design fire size, fire growth rate, tunnel ventilation scheme description demonstrating the method of reversing the flow in the tunnel, fan size, and number of fans demonstrating fan redundancy;

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- (c) tunnel fire protection conceptual calculations to demonstrate water requirements for standpipe and fixed water based firefighting system, including water density requirements;
 - (d) tunnel fire detection system narrative demonstrating detection time and ventilation and fixed fire suppression systems activation timeline;
 - (e) tunnel and egress corridor drainage flow requirements;
 - (f) egress conceptual analysis, including spacing between egress doors, size of egress corridor, type of egress doors, pressure sensors, barometric relief dampers, duty and stand-by fans with adjustable speed drive;
 - (g) exit spacing conceptual analysis based on NFPA 502 Section 7.16.6.2 and Annex a.7.16.6.2 to include a summary of findings and assumptions justifying exit spacing to include the provision of a tenable environment in accordance with NFPA Section 7.16.6.2; and
 - (h) egress corridor ventilation conceptual evaluation indicating size, location and number of pressurization fans demonstrating fan redundancy;
- (2) drawings developed to a sufficient level as to clearly demonstrate a workable arrangement for tunnel and egress corridor ventilation, tunnel fire protection and tunnel and egress corridor drainage that support tunnel operation, including, at a minimum, the following:
- (a) tunnel ventilation general arrangement;
 - (b) tunnel fire protection system riser diagrams, including design of water tanks, tank sizes, standpipe location, fire hose valve spacing and flow requirements, zones for the fixed water based firefighting systems, deluge valves at each fire zone, fire pumps and jockey pumps, and water flow requirements;
 - (c) tunnel fire alarm system one-line diagram;
 - (d) tunnel drainage system riser diagram, including portal trench drains, drain inlet spacing, pump stations (portal and low point sump station section), drainage pumps, water flow requirements;
 - (e) wet well ventilation and monitoring general arrangement; and
 - (f) egress corridor ventilation general arrangement;
- (3) scaled drawings depicting a typical cross-section(s) of Offeror's proposed tunnel structure that indicates a coordinated and functional conceptual arrangement of all

major components and significant elements required for the fire/life safety and mechanical systems, including:

- (a) ventilation fans (including tunnel fans, egress corridor fans and dampers, and wet well ventilation fans);
- (b) fire protection system piping, fire hose valves and deluge valves locations, fire pump rooms;
- (c) tunnel drainage piping and pumping station, including drain inlets, low points sump station section, portal pump stations space allocation; and
- (d) tunnel and egress corridor space proofing (clearances and proposed equipment in the egress corridor and in the tunnel);

provided, such drawings demonstrate that the spatial requirements necessary to incorporate the system elements are reasonably attainable within the proposed tunnel structure.

4.3.12 Geotechnical Plan

The Offeror's Design-Build Technical Solution shall include a geotechnical plan that outlines the Offeror's proposed means and methods of construction and ground behavior assessments associated with the selected constructions means and methods. The Offeror shall illustrate how the available geotechnical information has been incorporated into its design, equipment selection, and construction planning. The geotechnical plan should provide sufficient level of detail in drawings and in narrative to convey the Offeror's understanding of, and approach to, complying with the Technical Requirements for all geotechnical work including, at a minimum, the following:

- (1) a description of the Offeror's plan and methods for geotechnical instrumentation and monitoring (e.g., access to real-time data, the ability to set alerts and notifications based on predetermined thresholds, remote controlled cameras/video, data backup);
- (2) a description of the Offeror's plan for scour protection of the tunnel (if constructed as an immersed tube tunnel), at the islands (i.e., describe construction sequence and quality control plan, numerical modeling of water velocities and flow directions and how accidental loads will be accounted for);
- (3) a description of Offeror's plan for island perimeter slope protection during construction, particularly during any reconfiguration of the island perimeter (i.e., describe island perimeter slope inclination, construction sequencing and how accidental loads will be accounted for);

- (4) settlement computations based on empirical and finite-element methods, accounting for all construction activities that could potentially result in settlement (e.g., excavations, placement of fill, tunneling), which shall include a ground deformation plot of each island surface illustrating the general magnitude of island settlement expected during construction resulting from the Offeror's proposed construction activities;
- (5) the Offeror's plans and methods for ensuring slope stability and protection at the existing structures (describe (i) maximum/typical slope inclination for typical ITT trench slopes, island expansions, and temporary or permanent fill berms, as applicable, and (ii) temporary slope protection measures planned along island shoreline and existing ITT);
- (6) a description of any geotechnical information included in the RFP Information, that was analyzed in developing the Offeror's interpretation; and
- (7) the Offeror's preliminary soil design parameters for all major soil types (minimum of three types: sand, clay and organics) and the rationale for selection of those parameters.

4.3.13 Design-Build Quality Management

The Offeror's Design-Build Technical Solution shall describe the Offeror's quality approach to design and construction of the Project, including:

- (1) a description of the design deliverable process, a description of the internal process for design reviews and a description of quality assurance and quality control functions; and
- (2) a description of the approach to acceptance testing and inspection, and how construction deficiencies and non-compliance issues will be documented and corrected.

4.3.14 Right-of-Way Acquisition and Utility Adjustment Management and Approach

The Offeror's Design-Build Technical Solution shall set forth the Offeror's approach to the management of right-of-way acquisition (if any) and utility adjustment work required for the Project, including:

- (1) with respect to right-of-way acquisition work, if any:
 - (a) a description of how the acquisition of right-of-way and any necessary relocation service will be managed by the Offeror in conjunction with VDOT and the Office of the Attorney General of the Commonwealth (such description must include a discussion of how the acquisition of

- right-of-way has been incorporated into the Proposal Schedule to avoid delays);
- (b) a description of the quality control methods that the Offeror will employ to assure that all property owners' rights under the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, are being satisfied, including without limitation, the safeguards and policies the Offeror will implement to ensure, that no coercive actions, as described in 49 CFR § 24.102(h), will result from advancing a portion of right-of-way to the construction stage or any other action that may be undertaken that could adversely affect the right-of-way acquisition process; and
 - (c) a description of the acquisition and relocation process that will maintain the baseline schedule while being sensitive to the needs and concerns of property owners, lessees, licensees and other occupants; and
- (2) with respect to utility adjustment work:
- (a) the Offeror's approach to identifying, verifying and documenting the presence and locations of subsurface utilities that may impact or be impacted by the Work;
 - (b) the intended means of communication and planning of construction to keep utility owners informed of the construction schedule, the means of construction and changes that may affect their facilities;
 - (c) the methods of design and construction related to utility relocation and protection;
 - (d) the proposed methods to minimize utility conflicts during design and construction and the approach for managing conflicts;
 - (e) the proposed methods to facilitate cooperation from utility owners, including without limitation the approach to negotiating utility adjustment agreements and resolving betterment issues; and
 - (f) the Offeror's approach to utility relocation, upgrade and/or replacement and knowledge of when such actions are paid for by the utility and when Design-Builder will be liable for such costs.

4.4 Proposal Schedule

The Offeror's shall provide a proposal schedule (the "**Proposal Schedule**") for the entire Project outlining the Offeror's proposed plan to accomplish the Work. The Proposal Schedule submission should include:

- (1) a description of the approach used for preparing, controlling and updating the baseline schedule, and for calculating progress and performance on a monthly basis;
- (2) a description of the approach to integrate subcontract activities into the Offeror's scheduling and reporting system;
- (3) a description of the approach to managing resources and activities, both its own and subcontractors, in order to achieve the baseline schedule, and if necessary, to recover schedule slippage; and
- (4) the Proposal Schedule and narrative for the Project.

The Proposal Schedule should be a high level critical path method schedule representing Offeror's plan for completing the Work between issuance of the LNTP and Final Completion, including any interim milestones. The schedule must show the Offeror's Final Completion Deadline, which shall be expressed as a number of days from date of issuance of NTP (and which shall be a date not later than the Mandatory Final Completion Deadline) and the Long Stop Deadline, which shall be a date not later than twelve (12) months following the Final Completion Deadline. The Proposal Schedule is the Offeror's preliminary conceptual plan for the design and construction of the Project and should address the following:

- (a) Depict the Offeror's proposed overall sequence of work, and times each work task and deliverable required to complete the Project will be accomplished. The Proposal Schedule should be organized using a hierarchical Work Breakdown Structure (WBS), broken down into major phases of the Project (i.e. Project milestones, Project management, permitting, design, public involvement, environmental, right-of-way, utility, and construction, etc.). The Proposal Schedule should depict the anticipated critical path of the Project (based on the longest path), reviews by VDOT, FHWA, USACE and other regulatory agencies; the Early Work, work by suppliers, subcontractors, and other involved parties, as applicable.
- (b) The Proposal Schedule narrative must describe the Offeror's proposed overall plan to accomplish the Work, including but not limited to the overall sequencing of the Work, a description and explanation of the Critical Path, proposed means and methods, and other key assumptions upon which the Proposal Schedule is based. In addition, the Offeror shall include a listing of resource allocation (including, at a minimum, manpower, equipment, and material supplies) required to meet the Final Completion Deadline.

In addition to supplying the Proposal Schedule and accompanying narrative in hard copy and PDF format, the Offeror must also provide the native source file of the Proposal Schedule in "XER", "PRX," "MPP" or "MPX" format.

4.5 DBE and SWaM Participation Goals

Provide a written statement that the Offeror is committed to achieving the goals for DBE and SWaM participation for the Project set forth in Sections 2.13 (*Disadvantaged Business Enterprises*) and 2.14 (*Small, Women-Owned and Minority Businesses*) of the General Conditions of Contract.

4.6 Price Proposal

The information and attachments provided in this Section 4.6 shall be submitted on the due date and time set forth in Section 2.3.1 (Procurement Schedule). If the sealed Price Proposal is not submitted on the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for the Project. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. Additionally, the Offeror shall:

4.6.1 Specify, on the form set forth in Attachment 4.6.1, a cost breakdown summary in whole numbers and the Proposal Price, in both numbers and words. The Proposal Price shall be based upon the Proposal Schedule submitted in Section 4.4 (Proposal Schedule). Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design and construction of the Project, to include: labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, timing of LNTP and NTP, and/or shift of construction sequencing.

4.6.2 Provide a Schedule of Items for the Price Proposal utilizing the Schedule of Items Form attached hereto as Attachment 4.6.2. This Schedule of Items shall identify the material quantities and costs of each proposed pay item that make up the total Contract Price. The material quantities and costs listed for each proposed pay item shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each pay item shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

Payment for mobilization shall not be scheduled prior to the issuance of the NTP. The pay item for mobilization shall be distributed between two separate installments. The first installment of fifty percent (50%) of the Design-Builder's total mobilization cost may be scheduled following partial mobilization and initiation of construction work. The second installment may be scheduled following completion of substantial mobilization, including erection of the Design-Builder's offices and buildings, if any. Preliminary engineering items including, but not limited to, surveying, geotechnical investigations and utility coordination shall not be considered as construction work for the purpose of mobilization. Bonds and insurance

premiums, and field office expenses at project start-up will not be considered part of mobilization activities.⁵

4.6.3 Submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated monthly earnings schedule on which funds will be required.

4.6.4 Provide the required information set forth in RFP Part 3 (*Comprehensive Agreement*), Section 6.3 (*Adjustments to Asphalt, Fuel and Steel Prices*).

4.6.5 As security for its commitment to enter into the Comprehensive Agreement in accordance with its Proposal commitments if it becomes the Successful Offeror, each Offeror shall submit to VDOT a Proposal letter of credit in the amount of ten million dollars (\$10,000,000) (the “**Proposal Security**”) at or before the date and time on which it submits its Price Proposal, as set forth in Section 2.3.1 (*Procurement Schedule*). The Proposal Security shall be in the form of Attachment 4.6.5. **If the Proposal Security is not submitted with the Price Proposal, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for the Project.**

4.6.6 Provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.7.6(a) and 4.7.6(b) respectively.

5.0 EVALUATION PROCESS FOR PROPOSALS

VDOT intends to select the Successful Offeror using a best value determination, with the scoring of Proposals weighted sixty (60%) for the Price Proposal and forty percent (40%) for the Technical Proposal. VDOT will provide further details regarding the best value determination (including the evaluation criteria VDOT will score on a pass/fail basis) in an Addendum.

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

This Section 6.0 describes the requirements that all Offerors must satisfy in submitting Proposals. Failure of any Offeror to submit its Proposal in accordance with the RFP may result in rejection of its Proposal.

6.1 Due Date, Time and Location

6.1.1 Technical and Price Proposals must be received by the due date and time set forth in Section 2.3.1 (*Procurement Schedule*). All submissions, including hand-delivered packages, U.S. Postal Service regular mail, U.S. Postal Service express mail, or private delivery service (FedEx, UPS, courier, etc.), must be delivered to the following individual at the following address:

⁵ **Note to Offerors:** VDOT to provide further details in an Addendum regarding how the following payments will be addressed: (i) with respect to the bored tunnel construction method, payments for mobilization relating to the design and manufacturing of the TBM and (ii) with respect to the immersed tube tunnel construction method, payments for mobilization relating to the startup of operations at the casting yard/dry dock facility where tunnel elements will be fabricated.

Virginia Department of Transportation
204 National Avenue
Hampton, Virginia 23663
Attn: James S. Utterback, Project Director

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

6.2 Format

The Proposal format is prescribed below. If VDOT determines that a Technical or Price Proposal does not comply with or satisfy requirements of this Section 6.2, VDOT may find such Proposal to be non-responsive, and the Offeror may be disqualified from participating in the procurement for the Project.

6.2.1 A sealed parcel containing the Technical Proposal shall be submitted by the due date and time set forth in Section 2.3.1 (Procurement Schedule). A sealed parcel containing the Price Proposal shall be submitted by the due date and time set forth in Section 2.3.1 (Procurement Schedule). Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as Technical Proposal and Price Proposal as applicable.

6.2.2 Each Offeror shall deliver fifteen (15) identical paper copies of the Technical Proposal, one (1) of which must bear original signatures on the Letter of Submittal, and ten (10) USB flash drives, each containing the entire proposal in a single cohesive PDF file.

Each copy of the Technical Proposal shall be securely bound, with an identity on its front cover, in the upper right-hand corner, as “Copy ___ of 15 Copies.” The Technical Proposal shall be:

- (1) Divided into two volumes:
 - (a) Volume I shall:
 - (i) Include all requirements of the Technical Proposal, including appendices, with the exception of design concept graphics.
 - (ii) Be prepared on 8.5” x 11” white paper (Charts, schedules, exhibits and other illustrative information included in the Technical Proposal may be submitted on 11” x 17” paper, but must be folded to 8.5” x 11”).
 - (iii) Animated videos/ motion pictures are prohibited.
 - (b) Volume II shall:

- (i) Include all design concept graphics drawn to an identifiable scale.
 - (ii) Be prepared on 11" x 17" paper unfolded.
- (2) No more than [**one-hundred and seventy five (175)**] pages total for Volume I and Volume II combined.
 - (a) Page number references should be included in the lower right hand corner on each page of Volume I and Volume II of the Technical Proposal.
 - (b) Design concept graphics included in Volume II shall count against the referenced page limit.
 - (c) Technical Proposal Attachments, as listed in Section 11.10 (Attachments), shall be included, as applicable, in the appendices to Volume I and shall not be counted against the above-referenced page limit.
 - (d) The Proposal Schedule and accompanying Proposal Schedule Narrative shall not be counted against the above-referenced page limit.
 - (e) The appendices to Volume I should be organized at the end of Volume I.
 - (f) **VDOT will remove and discard all pages, starting with Volume I, that are in excess of the stipulated page limit.**
- (3) Typed on one (1) side only.
- (4) Separated by numbered tabs with sections corresponding to the order set forth in Section 4.0 (Contents of Proposals), except for that required by Section 4.8 (Price Proposal). The numbered tabs shall not count against the above-referenced page limit, provided that no project specific information is included on them.

All printing, except for the front cover of the Technical Proposal, should be Times New Roman, with a font of 12-point. (Times New Roman 10 point font may be used for filling out information on charts, tables and/ or exhibits).

6.2.3 Each Offeror shall deliver one (1) paper copy of the Price Proposal, which must bear original signatures on the Price Proposal Form and one (1) USB flash drive containing the entire Price Proposal in a single cohesive Adobe PDF file.

The Price Proposal shall be securely bound and contained in a single volume. Additionally, the Price Proposal shall be typed on one (1) side only and separated by numbered tabs with sections corresponding to the order set forth in Section 4.8 (Price Proposal).

7.0 QUESTIONS AND CLARIFICATIONS

7.0.1 All questions and requests for clarification regarding the RFP shall be submitted to VDOT's POC in electronic format (submission via e-mail is acceptable). All questions and requests for clarification shall be submitted in Microsoft Office Word format. No requests for additional information, clarification or any other communication should be directed to any other individual. No oral requests for information will be accepted.

7.0.2 All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.3.1 (*Procurement Schedule*). Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

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

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

8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION

VDOT has determined that the negotiation and award of the Comprehensive Agreement will be made in the following manner:

8.1 Negotiations and Award of Contract

8.1.1 Once the Evaluation Team has determined a total proposal score for each Proposal, assigned rankings to the Proposals based on the total proposal scores and determined the highest-scoring Proposal, the Evaluation Team will present its recommended rankings to the Commissioner.

8.1.2 The Commissioner will review the Proposals and the recommendations and supporting information provided by the Evaluation Team and may: (a) accept the recommendation, (b) reject the recommendation and cancel the procurement or (c) request that the Evaluation Team reconsider the Evaluation Team's recommendation and provide the basis and reasons for reconsideration. VDOT's decision regarding selection of the Successful Offeror shall be final.

8.1.3 VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.1.4 If the Price Proposal submitted by the highest-scored Offeror is not within VDOT's budget for design and construction, VDOT may establish a competitive range among the Offerors who have submitted a responsive Proposal.

8.1.5 Prior to VDOT establishing a competitive range, VDOT may hold communications with only those Offerors whose exclusion from or inclusion in, the competitive range is uncertain. Communications will (a) enhance VDOT's understanding of Proposals; (b) allow reasonable interpretation of the Proposal; or (c) facilitate VDOT's evaluation process.

8.1.6 After VDOT establishes the competitive range, VDOT will notify any Offeror whose Proposal is no longer considered to be included in the competitive range.

8.1.7 VDOT will hold discussions with all Offerors in the competitive range. Offerors are advised that VDOT may, in its reasonable discretion, determine that only one Offeror is in the competitive range.

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

8.1.9 At the conclusion of discussions, VDOT, will request all Offerors in the competitive range to submit a final Proposal revision, also called Best and Final Offer ("**BAFO**"). Thus, regardless of the length or number of discussions, there will be only one request for a revised Proposal (i.e., only one BAFO).

8.1.10 VDOT will review the final Proposals in accordance with the review and selection criteria and complete a final ranking of the Offerors in the competitive range.

8.1.11 VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.2 Proposal Validity

The offer represented by each the Technical Proposal and Price Proposal will remain in full force and effect for [one hundred eighty (180)] days after the Technical Proposal Submission Date set forth in Section 2.3.1 (Procurement Schedule). If the Comprehensive Agreement has not been awarded within [one hundred eighty (180)] days after the Technical Proposal Submission Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Certification of Finding of Public Interest

Prior to executing the Comprehensive Agreement with the Successful Offeror, the Commissioner must certify in writing to the General Assembly a Final Finding of Public Interest for the Project stating that the transfer, assignment, and assumption of risks, liabilities, and

permitting responsibilities or the mitigation of revenue risk by the private sector enumerated in the Initial Finding of Public Interest have not materially changed since the Finding of Public Interest originally was issued and the finding of public interest is still valid.

8.4 Statutory Audit

In accordance with the PPTA and the PPTA Guidelines, the Successful Offeror's Proposal will undergo an audit of any and all cost estimates associated with the Proposal, and a review of all public costs and potential liabilities to which taxpayers could be exposed (the "Statutory Audit"). VDOT will appoint an independent consultant to conduct this audit prior to the execution of the Comprehensive Agreement with the Successful Offeror. Such independent audit shall be at the Successful Offeror's sole cost and expense. VDOT will engage the consultant and commission the Statutory Audit. The Successful Offeror shall promptly and directly pay the independent consultant upon receipt of a valid invoice. For fairness during the evaluation process, Offerors shall include as a line item in their bids a cost of \$[250,000] for the Statutory Audit. VDOT will bear no responsibility if the cost of the Statutory Audit exceeds \$[250,000], and to the extent that the Statutory Audit costs less than that amount, any savings will inure to the Offeror.

8.5 Contract Execution and Limited Notice to Proceed

8.5.1 Promptly upon award of the Comprehensive Agreement, the Successful Offeror shall deliver to VDOT all pertinent documents in accordance with Section 103.02 of Part 5 of the RFP.

8.5.2 Upon award of the Comprehensive Agreement, the Successful Offeror may submit an invoice for an advance payment of four million dollars (\$4,000,000). This amount, which should be included in the Offeror's Price Proposal, represents payment toward design and preconstruction services performed prior to award of the Comprehensive Agreement designed to defray some of those expenses by the Successful Offeror. VDOT will not make any other payment toward design and preconstruction services performed prior to award of the Comprehensive Agreement to the Successful Offeror. Such invoice shall be processed and paid in accordance with the payment provisions of the Comprehensive Agreement.

9.0 RIGHTS AND OBLIGATIONS OF VDOT

9.1 Reservation of Rights

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

- (1) The right to cancel, withdraw, postpone or extend the RFP in whole or in part at any time prior to the execution by VDOT of the Comprehensive Agreement, without incurring any obligations or liabilities.

- (2) The right to issue a new RFP.
- (3) The right to reject any and all submittals, responses and Proposals received at any time.
- (4) The right to modify all dates set or projected in the RFP.
- (5) The right to terminate evaluations of responses received at any time.
- (6) The right to suspend and terminate the procurement process for the Project, at any time.
- (7) The right to revise and modify, at any time prior to the Technical Proposal Submission Date, factors it will consider in evaluating responses to the RFP and to otherwise revise its evaluation methodology.
- (8) The right to waive or permit corrections to data submitted with any response to the RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to the RFP has been completed and closed.
- (9) The right to issue Addenda, supplements, and modifications to the RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- (10) The right to permit submittal of addenda and supplements to data previously provided with any response to the RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to the RFP has been completed and closed.
- (11) The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to the RFP, but solely with respect to each Offeror's respective Proposal and its comments and inquiries related thereto, to seek an improved understanding and evaluation of the responses to the RFP.
- (12) The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- (13) The right to permit Offerors to add or delete firms and/or key personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- (14) The right to add or delete Offeror responsibilities from the information contained in the RFP.
- (15) The right to appoint and change appointees of the Evaluation Team.

- (16) The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- (17) The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- (18) The right to disqualify any Offeror that changes its submittal without VDOT approval.
- (19) The right to change the method of award or the evaluation criteria and scoring at any time prior to submission of the Proposals.
- (20) The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- (21) The right to use all or part of an unsuccessful short-listed Offeror's Proposal that accepts a Proposal Payment.
- (22) The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.
- (23) The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Price Proposal contains unbalanced pricing among the specific portions of work identified therein.
- (24) The right to modify the ATC process described in Sections 3.5 (Alternative Technical Concepts (ATCs)) and 3.6 (ATC Submittal Process and Proprietary Meeting(s)).

9.2 No Assumption of Liability

9.2.1 Except for such amounts as may be paid through the Proposal Payment set forth in Section 9.3.1 (Proposal Payment), for those Offerors who submit a responsive Proposal, but are not awarded the Comprehensive Agreement; or for such amounts set forth in Section 8.5.3 (Contract Execution and Notice to Proceed) for the Successful Offeror; VDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP. All such costs shall be borne solely by each Offeror and its team members.

9.2.2 Except as stated in Section 9.3.1 (Proposal Payment), in no event shall VDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a Comprehensive Agreement has been executed and authorized by VDOT and, then, only to the extent set forth therein.

9.3 Proposal Payment

9.3.1 Notwithstanding Section 9.2 (*No Assumption of Liability*), VDOT is willing to pay those Offerors who submit a responsive Proposal, but are not awarded the Comprehensive Agreement, a Proposal Payment in the amount of four million dollars (\$4,000,000).

- (1) Prior to the Price Proposal Submission Date, if the procurement process is terminated for any reason, neither the Commonwealth, the Commissioner, CTB nor VDOT shall be responsible for any Proposal Payments, partial or in full, for any costs incurred by the Offerors in developing proposals.
- (2) After Technical Proposals and Price Proposals have been received by VDOT and deemed responsive, and VDOT makes the decision to cancel the procurement or not to award a Comprehensive Agreement all responsive Offerors will receive a Proposal Payment. The Proposal Payment will not be made until after award of the Comprehensive Agreement or, if applicable, the decision by VDOT to cancel the procurement or to not award a Comprehensive Agreement. In order for VDOT to process the payment, the Unsuccessful Offerors are required to submit an invoice to VDOT requesting the Proposal Payment.
- (3) Payment to an Offeror of the Proposal Payment is expressly conditioned upon such Offeror providing, pursuant to Section 4.1.8 (*Letter of Submittal*), an executed Proposal Payment Agreement in the form set forth in Attachment 9.3.1, and being fully compliant with the conditions established in such agreement for payment of the Proposal Payment.
- (4) Under no circumstances will the Commonwealth, the Commissioner, CTB or VDOT be liable for or reimburse any costs incurred by Offeror, whether or not selected for negotiations, in developing proposals unless otherwise noted in the RFP.

9.3.2 If an unsuccessful Offeror elects to waive the Proposal Payment, it will expressly do so by executing the Waiver of Proposal Payment in the form set forth in Attachment 9.3.2 and submitting such Waiver of Proposal Payment as part of its Proposal, pursuant to Section 4.1.8 (*Letter of Submittal*).

10.0 RESERVED

11.0 MISCELLANEOUS

11.1 Virginia Freedom of Information Act

11.1.1 All Proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of the Virginia Freedom of Information Act (Va. Code §§ 2.2—3700 *et seq.*) (“FOIA”). Offerors are advised to familiarize themselves with the provisions of FOIA to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In

no event shall the Commonwealth, the Commissioner, or VDOT be liable to an Offeror for the disclosure of all or a portion of a Proposal submitted pursuant to the RFP.

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

- (1) invoke such exemption upon the submission of the materials for which protection is sought.
- (2) identify the specific data or other materials for which the protection is sought.
- (3) state the reasons why the protection is necessary.
- (4) indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted.

Failure to take such precautions may subject confidential information to disclosure under FOIA.

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

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

11.1.5 Because of the confidential nature of the evaluation and negotiation process associated with the Project, and to preserve the propriety of each Offeror's Proposal, it is VDOT's intention, subject to Applicable Law, not to consider a request for disclosure until after execution of the Comprehensive Agreement. Offerors are on notice that once a Comprehensive Agreement is executed, some or all of the information submitted in the Proposal may lose its protection under Applicable Law.

11.2 Conflict of Interest

11.2.1 Implementation guidelines for VDOT’s policy on organizational conflicts of interest relating to procurements under the Act are documented in the *Instructional and Informational Memorandum on Organizational Conflict of Interest Guidelines for Procurement of Public-Private Partnership (P3) Projects (IIM-OP3-1.0)* (“**COI Guidelines**”).

- (1) Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or VDOT’s P3 or design-build programs may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to VDOT’s POC.
- (2) VDOT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated shall not be allowed to participate as a design-build team member for the Project. Failure to abide by VDOT’s determination in this matter may result in a Proposal being declared non-responsive.

11.2.2 Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

- (1) An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
- (2) An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT’s P3 or design-build programs, and as a result has a unique competitive advantage relative to the Project.
- (3) An organization or individual with a present or former contract with VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.
- (4) An organization or individual with a present contract with VDOT to provide assistance in design-build contract administration for the Project.

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

11.2.4 VDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under Section 11.2 (Conflict of Interest). If documents have been designated as proprietary pursuant to applicable law, the Offeror will be given the opportunity to waive this protection from disclosure. If Offeror elects not to disclose, Offeror may be declared non-responsive.

11.2.5 Subject to the COI Guidelines, the firms listed below are not allowed to participate as a Design-Build team member due to a conflict of interest. This list will be updated in subsequent Addenda and will be posted on the VDOT P3 Office's website (<http://www.p3virginia.org/projects/hampton-roads-bridge-tunnel-2/>):

- (1) Accompong Engineering Group, LLC;
- (2) Ames & Gough;
- (3) Applied Research Associates, Inc.;
- (4) ATCS, PLC;
- (5) C&M Associates, Inc.;
- (6) Capital Project Strategies, LLC;
- (7) Cardno, Inc.;
- (8) CDM Smith;
- (9) ConeTec Inc.;
- (10) Dranref LLC (Business Transformation Group);
- (11) EA Engineering, Science, and Technology, Inc.;
- (12) Ernst & Young LLP;
- (13) Gall Zeidler Consultants;
- (14) GET Solutions Inc.;
- (15) Hassan Water Resources, PLC;
- (16) HNTB Corporation;

- (17) Hunton Andrews Kurth LLP;
- (18) Jacobs Engineering Group, Inc.;
- (19) JCK Underground, Inc.;
- (20) Kaufman & Canoles, P.C.;
- (21) Kimley-Horn and Associates, Inc.;
- (22) KPMG;
- (23) Parsons Corporation;
- (24) PRR, Inc.;
- (25) Public Financial Management;
- (26) Rice Associates, Inc.;
- (27) Rinker Design Associates, PC;
- (28) RK&K;
- (29) RS&H;
- (30) Schnabel Engineering, LLC;
- (31) Seventh Point;
- (32) Stantec Consulting Services, Inc.;
- (33) Versar, Inc.;
- (34) Virginia Commonwealth University Rice Rivers Center;
- (35) Virginia Tech Department of Fish and Wildlife Conservation; and
- (36) Warren George, Inc.

Any Proposals received in violation of this requirement will be rejected.

11.3 Ethics in Public Contracting Act

VDOT may, in its sole discretion, disqualify the Offeror from further consideration for the award of the Comprehensive Agreement if it is found after due notice and examination by VDOT that there is a violation of the Ethics in Public Contracting Act, Section 2.2-4367 of the

Code of Virginia, or any similar statute involving the Offeror in the procurement of the Comprehensive Agreement.

11.4 Requirement to Keep Team Intact

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, Lead Contractor, Lead Designer, Lead Tunnel Designer, Lead Tunnel Constructor, Key Personnel and other individuals identified pursuant to Section 4.2 (Offeror's Team), shall remain on Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Comprehensive Agreement, for the duration of the work. The Offeror shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by VDOT. Any proposed change of Key Personnel must be submitted in writing to VDOT's POC, who, in his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration. Unauthorized changes of Key Personnel by the Successful Offeror may result in the imposition of liquidated damages. The amount of liquidated damages for each unauthorized change will be set forth in the Comprehensive Agreement. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Comprehensive Agreement.

11.5 Civil Rights Requirements

11.5.1 VDOT has determined that DBE and SWaM requirements apply to the Project under the Comprehensive Agreement and has adopted a DBE/SWaM Program to provide DBEs and SWaMs opportunities to participate in the business activities of VDOT as service providers, vendors, contractors, subcontractors, advisors and consultants. VDOT has adopted the definition of DBEs set forth in 49 CFR Part 26.5. Offeror's DBE compliance obligations shall be governed by all applicable federal DBE regulations, including Title 49 CFR Part 26, as well as applicable requirements set forth in the Comprehensive Agreement and the VDOT's Special Provision 107.09. Regulations regarding the registration of SWaM businesses pursuant to Chapter 14 (§ 2.2-1400 et seq.) of Title 2.2 of the Code of Virginia can be found in 7VAC10-21 of the Virginia Administrative Code. The parties recognize the importance of pursuing, inviting and developing the participation of minority, women-owned and small businesses through the SWaM program, where applicable. If selected as the Successful Offeror, pursuant to Sections 2.13 (*Disadvantaged Business Enterprises*) and 2.14 (*Small, Women and Minority Businesses*) of the General Conditions of Contract, the Design-Builder shall not and will not permit its Contractors to discriminate on the basis of race, color, national origin, or sex, sexual orientation or gender identity in the performance of work on the Project.

11.5.2 VDOT's DBE/SWaM requirements applicable to the Comprehensive Agreement and the VDOT's DBE/SWaM Program adopted pursuant to Title 49 CFR Part 26, are set forth and provided in the General Conditions of Contract. During performance of the Work, in an effort to comply with 49 CFR Part 26, VDOT has established a goal of [●]% for DBE participation and,

in an effort to support Executive Order 33 (2006), VDOT has established a goal of [●]% for SWaM participation.

11.6 Reserved

11.7 Administrative Requirements

In addition to the specific submittal requirements set forth in Sections 3.0 (*General Procedures and Requirements*) and 4.0 (*Contents of Proposals*), all Offerors shall comply with the following:

11.7.1 All business entities, except for sole proprietorships, are required to be registered with the Virginia State Corporation Commission. Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorship must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Decorators and Landscape Architects (the “**Board**”). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices that offer or render any professional service must have at least one full-time resident professional in responsible charge that is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet this criterion prior to a contract being executed by VDOT.

11.7.2 VDOT will not consider for award any Proposals submitted by any Offerors and will not consent to subcontracting any portions of the proposed Comprehensive Agreement to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

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

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

11.7.5 VDOT does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

11.7.6 Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 11.7.6(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment 11.7.6(b) for the Offeror and any subconsultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the Statement of Qualification.

If the Offeror or any subconsultant, subcontractor, or any other person or entity are unable to execute the certification, then the prospective participant shall attach an explanation to its Certification Regarding Debarment Form. Failure to execute the certification will not necessarily result in denial of award, but will be considered in determining the Offeror's responsibility. Providing false information may result in federal criminal prosecution or administrative sanctions.

11.7.7 Offerors shall note and comply with the requirements relative to the eVA Business-to-Government Vendor system. The eVA Internet electronic procurement solution, website portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All Offerors must register in eVA; failure to register will result in a Proposal being rejected.

11.7.8 The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections are required to sign CII/SSI Non-Disclosure Agreements and pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and Offerors will be allowed to replace those individuals. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the Design-Builder's team members, or on any proposed replacements during the term of the contract who will be involved in the Project. All costs associated with the fingerprint-based CHBC are the responsibility of the Offeror or Design-Builder. A VDOT issued photo-identification badge is required for each employee of the Offeror's or Design-Builder's team who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance or a VDOT issued photo-identification badge.

CII/SSI material including bridge inspection reports and routine box culvert inspection reports are not included in the Information Package and CII/SSI Non-Disclosure Agreements are

not required to respond to the RFP. VDOT's CII/SSI Policy Guide and the forms necessary to obtain CII/SSI material can be found using the following website link: http://www.virginiadot.org/business/bridge_safety_inspection.asp. A completed CII/SSI form must be submitted to VDOT's Point of Contact provided in Section 2.4 (VDOT's Point of Contact) prior to distribution of CII/SSI material.

11.8 Compliance with the Law in Virginia

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding your ability to lawfully offer and perform any services proposed or related to the Project may render your RFP submittal, in the sole and reasonable discretion of VDOT, non-responsive and/or non-responsible, and in that event your RFP submittal may be returned without any consideration or evaluation for selection of contract award.

11.9 Attachments

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

ATTACHMENT 2.5	--	ACKNOWLEDGEMENT OF DISCLOSED INFORMATION
ATTACHMENT 3.4.3.2	--	ATC SUMMARY FORM
ATTACHMENT 3.4.3.4	--	ATC SUBMITTAL FORM
ATTACHMENT 3.4.5	--	ATC RESPONSE FORM
ATTACHMENT 3.4.6	--	LIST OF APPROVED ATCs
ATTACHMENT 3.5	--	FORM C-78-RFP (ACKNOWLEDGEMENT OF RECEIPT OF RFP, REVISIONS, AND/OR ADDENDA)
ATTACHMENT 4.0.1.1	--	TECHNICAL PROPOSAL CHECKLIST
ATTACHMENT 4.0.1.2	--	PRICE PROPOSAL SUBMITTAL CHECKLIST
ATTACHMENT 4.6.1	--	PRICE PROPOSAL FORM
ATTACHMENT 4.6.2	--	SCHEDULE OF ITEMS FORM
ATTACHMENT 4.6.5	--	PROPOSAL SECURITY
ATTACHMENT 4.6.6(a)	--	FORM C-104 (BIDDER'S STATEMENT)
ATTACHMENT 4.6.6(b)	--	FORM C-105 (BIDDER'S CERTIFICATION)
ATTACHMENT 8.5.1	--	CERTIFICATION OF COMPLIANCE – INSURANCE
ATTACHMENT 9.3.1	--	PROPOSAL PAYMENT AGREEMENT
ATTACHMENT 9.3.2	--	WAIVER OF PROPOSAL PAYMENT
ATTACHMENT 11.7.6(a)	--	CERTIFICATION REGARDING DEBARMENT; PRIMARY COVERED TRANSACTIONS
ATTACHMENT 11.7.6(b)	--	CERTIFICATION REGARDING DEBARMENT; LOWER TIER COVERED TRANSACTIONS

END OF PART 1 - INSTRUCTIONS FOR OFFERORS