



VIRGINIA DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

**I-64 HAMPTON ROADS BRIDGE-TUNNEL
EXPANSION PROJECT**

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

STATE PROJECT NO. 0064-M06-032

FEDERAL PROJECT NO. [●]

**ISSUANCE OF FIRST DRAFT RFP: MAY 22, 2018
ISSUANCE OF SECOND DRAFT RFP: JUNE 29, 2018
ISSUANCE OF THIRD DRAFT RFP: AUGUST 24, 2018
ISSUANCE OF FINAL RFP: SEPTEMBER 27, 2018**

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PART 1 INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (“**VDOT**” or the “**Department**”) hereby requests the submittal of proposals (“**Proposals**”) for the design and construction of improvements to the Interstate 64 (“**I-64**”) corridor between Settlers Landing Road 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 that 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 www.ctb.virginia.gov/policies.asp.

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).

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

1.1 Project Overview

For budgeting purposes, the procurement of the Project includes a base scope, along with one scope option (described in more detail below). VDOT is not obligated to include the scope option as part of the final scope of the Project.

1.1.1 Base Scope

The base scope of the Project (the “**Base Scope**”) 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 Base Scope includes a new bridge-tunnel crossing, approximately 3.5 miles long and generally parallel to the existing Hampton Roads Bridge-Tunnel, and replacement of the existing marine approach bridges between the Hampton Roads Bridge-Tunnel islands and the shorelines.

On land, the Base Scope includes the addition of 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 scope of work, technical information and requirements.

1.1.2 Scope Option

The Offeror shall also develop a solution in its Technical Proposal, and specify the cost of providing such solution in its Price Proposal, with respect to the following option: 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 (the “**I-564 Direct Connections**”).

The Offeror must provide as part of its Technical Proposal and Price Proposal a technical solution and pricing for the I-564 Direct Connections in order for the Offeror’s Technical Proposal and Price Proposal to be considered responsive to the requirements of the RFP. However, neither the technical solution for the I-564 Direct Connections, nor the cost of providing that solution, will be scored by VDOT as part of its evaluation of Technical Proposals and Price Proposals. As further described in Section 9.7 of the General Conditions of Contract, the Successful Offeror’s pricing for the I-564 Direct Connections will be used as the basis for determining the increase to the Contract Price should VDOT elect to proceed with the design and construction of the I-564 Direct Connections.

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 the Project with high quality, 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 for the procurement of 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.

Offerors shall submit separate price proposals for the Base Scope and the I-564 Direct Connections. If an Offeror's Technical Proposal is deemed non-responsive to the requirements of this RFP, VDOT will return such Technical Proposal to the Offeror without consideration of the Offeror's Price Proposal. As further described in Section 4.12 (Price Proposal), the Offeror's Price Proposal will be deemed non-responsive if the Offeror's Price Proposal for the Base Scope exceeds the Maximum Contract Value (as defined in Section 2.2 (Maximum Contract Value)).

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).

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 Maximum Contract Value

VDOT’s maximum contract value for the Base Scope is three billion one hundred million dollars (\$3,100,000,000) (“**Maximum Contract Value**”). As further described in Section 4.12 (Price Proposal), the Offeror’s Price Proposal will be deemed non-responsive if the Offeror’s Price Proposal for the Base Scope exceeds the Maximum Contract Value.

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 Agendas 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
Second Draft RFP Release Date	June 29, 2018
First Day VDOT will Accept ATC Submittals	July 9, 2018
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 2 and Agendas and ATC Summaries for ATC Meeting No. 2	July 11, 2018 at 5:00 PM
Proprietary Meeting No. 2	July 16-17, 2018
ATC Meeting No. 2	July 16-17, 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. 3 and Agendas and ATC Summaries for ATC Meeting No. 3	August 2, 2018 at 5:00 PM
Proprietary Meeting No. 3	August 7-8, 2018
ATC Meeting No. 3	August 7-8, 2018
Utility Meeting	August 9, 2018
Third Draft RFP Release Date	August 24, 2018
Deadline for Comments on Third Draft RFP	September 5, 2018 at 5:00 PM
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 4 and Agendas and ATC Summaries for ATC Meeting No. 4	September 5, 2018 at 5:00 PM
Proprietary Meeting No. 4	September 10-11, 2018
ATC Meeting No. 4	September 10-11, 2018
Final RFP Release Date	September 27, 2018

Event	Date
Deadline to Submit ATC Submittals	October 8, 2018 at 5:00 PM
Deadline for Comments on Final RFP	October 8, 2018 at 5:00 PM
Deadline for Offerors to Submit Agendas for Proprietary Meeting No. 5 and Agendas for ATC Meeting No. 5	October 18, 2018 at 5:00 PM
Proprietary Meeting No. 5	October 23-24, 2018
ATC Meeting No. 5	October 23-24, 2018
DBE-SWaM Outreach Event	October 25, 2018
ATC Meeting No. 6 (if needed)	November 13-14, 2018
VDOT Responds to Outstanding ATCs	November 28, 2018
Deadline for VDOT to Issue Addenda to Final RFP	November 28, 2018
Deadline for Requests to Change Key Personnel	November 28, 2018 at 5:00 PM
VDOT Responds to Requests to Change Key Personnel	December 7, 2018
Technical Proposal Submission Date	January 15, 2019 at 5:00 PM
Price Proposal Submission Date	February 8, 2019 at 5:00 PM
Selection of Successful Offeror	February 2019
Anticipated Date for Execution of Comprehensive Agreement	March 2019

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

(1) Substantial Completion

The Substantial Completion Deadline shall be no later than September 1, 2025 (the **“Mandatory Substantial 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 (*No Excuses Incentive Payment*).

(2) Final Completion

The Final Completion Deadline shall be no later than November 1, 2025 (the **“Mandatory Final Completion Deadline”**).

2.4 VDOT’s Point of Contact

Except as otherwise provided below, 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: 757-956-3000

E-Mail: HRBTproject@vdot.virginia.gov

For inquires relating to permitting and environmental compliance, Offerors may contact Scott Smizik, VDOT Environmental Manager, at scott.smizik@vdot.virginia.gov.

VDOT disclaims the accuracy of communications relating to the RFP 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 Disclosed Information

VDOT will make available to the Offerors certain background and technical information related to the Project (the "**Disclosed Information**"). An index of these materials is set forth in Exhibit 25 (*Disclosed Information Index*) to the Comprehensive Agreement and may be updated from time to time.

The Disclosed Information is included in the RFP for the purpose of providing information to Offerors. Except as expressly provided in the Contract Documents, (i) the Disclosed Information is not mandatory or binding and (ii) the Offerors are not entitled to rely on the Disclosed 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: www.p3virginia.org/projects/hampton-roads-bridge-tunnel-2/) for public review and comment. The public may submit comments via e-mail to: HRBTinfo@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 the terms of the Comprehensive Agreement.

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, 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 Department Right-of-Way 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) 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);
- (4) Addressing all potential impacts to third parties and ensuring all such impacts have been included in the Offeror's Technical and Price Proposals;
- (5) 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;
- (6) 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
- (7) 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, except as otherwise may be provided for in the Comprehensive Agreement.

Offerors are also prohibited from accessing the Department Right-of-Way 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 the Department Right-of-Way and private property adjacent to the Department Right-of-Way may be considered sufficient for the disqualification of the Offeror or may render the Offeror's Proposal non-responsive or both.

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 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 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. Such meeting minutes shall not be binding in any way on VDOT.

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: (i) reduce the Base Scope or the long-term performance, quality or reliability of the Project; (ii) modify the risk allocation between VDOT and Design-Builder set forth in the Comprehensive Agreement; or (iii) 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. The purpose of the fifth ATC Meeting is to discuss any outstanding matters or questions relating to ATCs submitted to VDOT on or before the relevant deadline shown in Section 2.3.1 (Procurement Schedule). Offerors may not discuss ATCs not previously submitted to VDOT on or before the relevant deadline shown in Section 2.3.1 (Procurement Schedule) 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. 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 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. Such meeting minutes shall not be binding on VDOT.
- (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; *provided 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, including 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.

3.6 Utility Meeting

VDOT will hold a **mandatory** utility meeting with all Offerors on the date and time set forth in Section 2.3.1 (*Procurement Schedule*). A representative from each Offeror is required to attend the utility meeting in order for the Offeror's Proposal to be considered. No more than eight (8) representatives from each Offeror (inclusive of any other member of Offeror's team) will be allowed to participate in the utility meeting.

4.0 CONTENTS OF PROPOSALS

This Section 4.0 (Contents of Proposals) describes specific information that must be included in the Proposal. Section 5.0 (Evaluation Process for Proposals) identifies the criteria against which the Proposal will be evaluated and the specific Proposal attributes VDOT will prioritize in such evaluation. The format of the information to be included in the Proposal is described in Section 6.0 (Proposal Submittal Requirements). Offerors should consult each of Section 4.0 (Contents of Proposals), Section 5.0 (Evaluation Process for Proposals) and Section 6.0 (Proposal Submittal Requirements) in preparing their Proposals. Specific and quantifiable commitments will receive greater scoring consideration than vague or difficult-to-measure statements. Commitments made in the Successful Offeror's Proposal will become part of the Contract Documents.

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 RFP, Revisions and/or Addenda (Form C-78-RFP) (Attachment 3.5) and (ii) an original signed copy of the Letter from Insurance Broker/Consultant in the form set out in Attachment 8.5.1.

- (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. As further described in Section 4.12 (Price Proposal), the Offeror's Price Proposal will be deemed non-responsive if the Offeror's Price Proposal for the Base Scope exceeds the Maximum Contract Value.

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 The Letter of Submittal shall 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), the Letter of Submittal shall 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 The Letter of Submittal shall set forth 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 The Letter of Submittal shall set forth 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 The Letter of Submittal shall set forth a Substantial Completion Deadline and a Final Completion Deadline. The proposed dates herein shall be no later than the Mandatory Substantial Completion Deadline and the Mandatory Final Completion Deadline, respectively.

4.1.7 The Letter of Submittal shall 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 The Letter of Submittal shall include the Certification Regarding Debarment Forms as set forth in Section 11.8.6 (Administrative Requirements).

4.2 Offeror’s Qualifications

4.2.1 The Offeror shall confirm in its Proposal that the information set forth in its SOQ remains true and accurate. Except with respect to the Project Manager, Environmental Manager, and Entrusted Engineer in Charge (the Key Personnel position formerly known as the Responsible Charge Engineer), which are discussed in Section 4.2.3 (Offeror’s Qualifications) below, any changes to the Offeror’s organizational structure, the Lead Contractor, the Lead Designer, or other Key Personnel or individuals identified in the SOQ, require prior written approval in accordance with Section 11.4 (Requirement to Keep Team Intact).

4.2.2 The Offeror shall furnish an organizational chart, showing the “chain of command” and identifying major functions to be performed and reporting relationships in managing, designing and constructing the Project, including quality assurance/quality control. In addition, the Offeror shall provide a narrative describing the functional relationships among participants for the updates made to its organizational chart since submission of the SOQ. The organizational chart and narrative shall be updated from the SOQ as necessary and shall clearly indicate all changes that have been made.

4.3 Key Personnel

4.3.1 General

VDOT will evaluate the qualifications of individuals identified for three Key Personnel positions as part of its evaluation of the Technical Proposal: (i) Project Manager; (ii) Environmental Manager; and (iii) Entrusted Engineer in Charge. Descriptions of each Key Personnel position, and the minimum qualifications for individuals designated to serve in each such positions are set forth in Exhibit 20 (*Key Personnel Positions*) to the Comprehensive Agreement. Please note that the “Responsible Charge Engineer” is now known as the “Entrusted Engineer in Charge.”

The Offeror shall identify and describe the qualifications of the individuals who will serve as the Project Manager, Environmental Manager, and Entrusted Engineer in Charge using the Key Personnel Resume form set forth as Attachment 4.3.1(a). The Offeror also shall make the required written commitment (in the form set forth in Attachment 4.3.1(b)) with respect to each of the individuals who will serve as the Project Manager, Environmental Manager, and Entrusted Engineer in Charge.

4.3.2 Project Manager

The Project Manager is responsible for meeting the Design-Builder’s contract obligations and is otherwise responsible for the design, construction, and management of the Project, including the avoidance and resolution of disputes. The Project Manager shall supervise and exercise control over the design and construction work, including safety, quality management, contract administration, and timely provision of all materials, equipment, services, and labor reasonably inferable from the Comprehensive Agreement. The Project Manager shall be assigned to the Project on a full-time basis until completion of the construction Work.

The preferred qualifications for the individual serving as the Project Manager include: (i) demonstrated experience in similar roles in construction and management-of-construction for tunnel and/or major transportation infrastructure projects with similar size, type of work, and complexity as the Project; (ii) experience with design-build delivery; and (iii) experience with projects featuring environmental sensitivity, compressed timelines, and community information requirements.

4.3.3 Environmental Manager

The Environmental Manager is responsible for managing, in a proactive fashion, the environmental permitting and compliance process. The Environmental Manager shall be available to review and suggest modifications to designs, construction means and methods, and to work collaboratively with others to implement necessary modifications to the Work based on field conditions and construction activities. The Environmental Manager shall operate independently of the construction operations team and shall have authority to stop work. The Environmental Manager shall be assigned to the Project on a full-time basis following the commencement of construction activities.

The preferred qualifications for the individual serving as the Environmental Manager include: (i) demonstrated experience in environmental permitting for large, complex public works projects subject to federal, state, and local regulations; (ii) experience with Virginia permitting requirements (including permitting for environmentally-sensitive areas); (iii) experience in erosion and sediment control, protection of endangered species, marine resources, wetlands, and dredging; and (iv) experience on projects undertaken in a marine environment.

4.3.4 Entrusted Engineer in Charge

The Entrusted Engineer in Charge (“**EIC**”) is responsible for ensuring that all engineering work for the Project is integrated and otherwise delivers a safe, functional Project. The EIC shall compile, seal, and sign the cover sheet of the aggregate collection of final documents for the Project pursuant to the second sentence of §18VAC10-20-760B.2. The EIC shall be a professional engineer licensed in the State and shall be an employee of the entity serving as VDOT’s counterparty to the Comprehensive Agreement.

The EIC shall have the necessary expertise and experience required to ensure that complex engineering decisions involving multi-disciplinary work are made by a professional engineer licensed in the State and that such engineer is well experienced working with the various disciplines involved in such decision. The EIC also shall ensure that all responsible charge engineer work is performed by qualified engineers and otherwise in compliance with Legal Requirements.

The EIC will make engineering decisions as needed for the Project, or otherwise cause such decision to be made by skilled and qualified responsible charge engineers, and ensure that any such decisions relating to one component for the Project are evaluated for impacts to the Project as a whole. The EIC also will ensure that engineering decisions are not made by non-engineers.

The EIC shall be available, or otherwise ensure that responsible charge engineers are available, to take immediate action to resolve matters involving potential hazards. The EIC shall report directly to the Project Manager and shall have direct lines of communication with the Design Manager, Construction Manager, and the Quality Assurance Manager.

The individual serving as the Project Manager or the Design Manager may perform the role of the EIC, provided such individual has the qualifications described in this Section 4.3.4 (*Entrusted Engineer in Charge*). If the Offeror intends to put forth the same individual to serve as the Project Manager and EIC or the Design Manager and the EIC, the Offeror shall include separate Key Personnel Resume forms for each position in which such individual will serve.

4.4 Partnership

VDOT desires to establish a strong partnership with the Successful Offeror and expects the Offeror to commit to measurable programs and procedures to foster partnering with VDOT, the Project work force, Project stakeholders, the community, and other third parties. VDOT

expects the Offeror to establish an incident free safety culture and comprehensive safety program for all Project participants.

4.4.1 Project Safety

The Offeror shall describe its approach to safety for all phases of design and construction to ensure the Project site and all surrounding areas, including the navigable channel, are safe for the traveling public, marine traffic, Design-Builder's employees, subcontractors and subconsultants, VDOT's employees and/or representatives and any visitors.

In addition, the Offeror shall describe its approach to site safety and emergency evacuation procedures for all affected personnel in the event of extreme weather conditions, including but not limited to high winds, flooding and hurricanes.

4.4.2 Project Labor Strategy

- (1) **Labor Supply and Safety Training:** Provide sufficient information to enable VDOT to evaluate any mechanisms that the Offeror may put in place to ensure an adequate supply of skilled craft labor for the duration of the Project. The provided information should address the possibility of labor scarcity due to economic conditions or potential challenges in attracting skilled construction crafts in the Hampton Roads construction market, considering the volume of similar infrastructure projects that may be occurring simultaneously. Due to the nature of the Project, the provided information shall also address rules and policies that the Offeror will implement regarding safety training for construction labor employed on the Project. Superintendents and above assigned to the Project shall receive, at a minimum, CPR, First Aid, and OSHA-10 training certifications within three months of assignment to the Project. Information should also be included regarding the staff that will be required to attain specialized training (i.e., Confined Space, Air Monitoring, Work Zone, Erosion and Sediment Control, etc.).
- (2) **Craft Training and Worker Benefits:** Provide a narrative that describes the Offeror's strategy for the Project to address craft training, worker benefits, and critical skills retention focusing on what the Offeror's team considers the most relevant to the success of the Project. This narrative shall describe the criticality of having a coordinated labor strategy for the Project's success and the measures the Offeror's team may implement to address potential challenges and ensure an adequate supply of skilled labor. The discussion should include the Offeror's prime contractor and subcontractors, participation in programs for skilled labor and craft training, apprenticeship and apprenticeship type programs, on the job training, journeyman programs or other such formal training provided by the Offeror and subcontractors that are to perform work on the Project. The approval or certification authority (i.e., the Virginia Apprenticeship Council, etc.) for identified apprenticeship programs shall also be identified.

- (3) **Skilled Labor Availability:** Provide a narrative that addresses any Project specific challenges that the Offeror may anticipate regarding skilled labor due to the nature of the Project, as well as any measures the Offeror will put in place to mitigate these challenges or other unforeseen reductions in skilled labor.

4.5 Design Concepts

The Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror's approach to designing the Project. The roadway inventory information and major roadway design criteria are identified in the Major Design Criteria Table included the Technical Requirements (Section 17 Roadway Design – Appendix 17.1). The Offeror's Technical Proposal shall (i) meet or exceed all requirements listed in the Design Criteria Table, (ii) indicate that the limits of construction will include all stormwater management facilities within the existing/proposed right-of-way limits shown in the RFP Concept Plans (with the exception of permanent and temporary easements), and (iii) not include design elements that require design exceptions and/or design waivers unless such design exceptions and/or design waivers are identified or included in the RFP or an Addendum or accepted through the ATC process. Any deviations from the requirements of (i), (ii) and (iii) above shall be in accordance with Section 2.7 (Deviations from the RFP Documents).

4.5.1 Design Concept – Tunnel Improvements

VDOT considers the traffic operations through the new facility to be of significant importance to the success of the Project. The grades into and out of the new tunnel(s) are established at a maximum of 5%. However, Offerors are encouraged to consider lessening the grade into and out of the tunnel(s) to improve overall traffic operations and to maintain consistent driver familiarity with the region's other tunnels. The Offeror must expressly call out the maximum tunnel grades provided at each new tunnel (both downgrade and upgrade) in its design, which will be scored in accordance with Section 5.3.2(5) (Technical Proposal Score).

The Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror's approach to designing the Tunnel Improvements for the Project. The Offeror's Tunnel Improvements Design Concepts for the Project shall include the following:

- (1) Narrative description of Offeror's design approach for the bored tunnel and tunnel related facilities to provide assurance that the Offeror's design meets the Technical Requirements and details of any ATCs that have been incorporated, includes a strategy for minimizing the impacts of tunnel construction on structures, islands, utilities and other existing facilities in close proximity to the Project, identifies quality assurance and quality control functions informed by the nature of the Project and highlights value-added commitments to enhance the Offeror's technical scoring in accordance with Section 5.3.2 (Technical Proposal Score).
- (2) Conceptual Bored Tunnel Plans. The Offeror shall provide descriptions and 11" x 17" conceptual bored tunnel plans depicting the following:

- (a) bored tunnel alignment, both plan and elevation views, clearly showing the following:
 - (i) profiles, including grades, VPI station, vertical curve length and K-values;
 - (ii) horizontal alignment, including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings;
 - (iii) stationing and elevations at key points along the tunnel;
 - (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, and sequence of tunnel drives if two bores are proposed;
 - (vi) location of existing ground surface/channel bottom 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/channel bottom 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, including one typical section and one section at low point sump station, each showing:
- (i) inside diameter, outside diameter, structural lining thickness;
 - (ii) construction tolerance;
 - (iii) clearance envelopes (for traveled lanes, shoulders, and signage);
 - (iv) major components of fire, life, and safety 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, stairs, 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, concrete stair access, 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 describing the type of reinforcement to be used and stating the weight of steel reinforcement or fibers per cubic yard of concrete assumed.
- (3) Conceptual Plans – Tunnel Approach Structures. For the tunnel approach structures, the Offeror shall provide descriptions and 11” x 17” conceptual structural plans depicting the following:
- (a) tunnel approach structure, both plan and elevation views, clearly showing the following:
 - (i) limits of various underground structure types comprising the approach structure (including retaining walls, U-walls, and cut-and-cover boxes) and provide limits for both temporary and permanent support of excavation and permanent structures;
 - (ii) foundation types, sizes and locations of each underground structure;
 - (iii) location of proposed excavations and structures relative to existing tunnel, exiting islands and other existing features (provide relevant off-set dimensions);

- (iv) location(s) and limits for each ground improvement type used to enable tunnel approach structure construction;
 - (v) groundwater control measures to be used for excavations;
 - (vi) location of flood gates/flood gate building;
 - (vii) location of existing ground surface/channel bottom elevation and location of proposed finished grade of island along the centerline of the proposed approach structure;
 - (viii) location and limits of sump and pump systems, particularly at the portal pump stations at each tunnel portal;
 - (ix) location(s) and limits for other protective works for existing structures or islands; and
- (b) tunnel approach sections (depicting the tunnel approaches relative to the surrounding environment), including, at a minimum:
- (i) a minimum of one section for each underground structure type (e.g., retaining wall section, U-wall section, flood gate building, and cut-and-cover tunnel section);
 - (ii) additional sections as necessary to clearly define the tunnel ancillary buildings relative to the approach structures; and
 - (iii) additional sections at any other point of engineering significance, such as points where the approach structure construction is near to existing structures, locations where ground improvements or other protective works will be installed, interfaces between different underground structures, etc.
- (each of the sections describes above shall show the following: (i) temporary support of excavation as well as any ground improvements or other enabling works required to construct the permanent structures, including dewatering systems; (ii) type and dimensions/limits of support of excavation and ground improvements/enabling works; (iii) elevations and dimensions of permanent structural walls, slabs, and foundations; and (iv) waterproofing type and limits)
- (c) approach structure space-proofing drawings, including one section for each underground structure type showing the following:
- (i) inside-to-inside and outside-to-outside structural clearances;

- (ii) thickness of structural walls and slabs;
 - (iii) major components of fire, life, and safety systems and 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) roadway wearing surfaces;
 - (viii) walkways and traffic barriers;
 - (ix) egress corridor (for cut-and-cover sections); and
 - (x) access doors and hatches.
- (4) Conceptual Plans – Modifications to Existing Islands and any Proposed New Islands. For modifications to existing islands and any new islands, the Offeror shall provide descriptions and 11” x 17” conceptual plans depicting the following:
- (a) layout of proposed existing island expansion depicting conceptual disturbance limits;
 - (b) layout of any new islands;
 - (c) layout of tunnel support buildings, facilities and site work, including but not limited to operations, inspection stations, gate/fence locations separating public from island operations, ingress and egress to each island, circulation roadways, truck turnarounds and damaged vehicle storage;
 - (d) location of existing utilities and conceptual utility plans showing utility corridors, major utilities to be removed, and existing utilities to remain in service; and
 - (e) details of proposed retaining structures/splash walls required for island expansion including plan, elevation and cross section drawings of proposed panels indicating length, width and shape.
- (5) Construction Sequencing Plans. The Offeror shall provide construction sequencing plans that are coordinated with the Proposal Schedule and demonstrate the major stages of the proposed construction sequencing, including ground improvements, dredging, island expansions (including any surcharging),

installation of excavation support elements, shifts in roads, excavation for below-grade tunnel approach structures, tunneling, construction of permanent structures, backfilling, and surface restoration/completion.

- (6) Tunnel Fire, Life, and Safety Systems. The Offeror shall provide sufficient level of detail (in drawings and/or in narrative form, as applicable) to convey Offeror's understanding of, and approach to complying with, the Technical Requirements with respect to the fire, life, and safety systems, including:
- (a) narrative descriptions of the proposed design concept for each of the following major mechanical elements that support tunnel operations including:
 - (i) tunnel ventilation conceptual analysis including the design fire size, fire growth rate, tunnel ventilation scheme description, fan size, and number of fans demonstrating fan redundancy;
 - (ii) tunnel fire protection narrative indicating proposed scheme satisfies the water requirements for standpipe and fixed water based firefighting system, including water density requirements;
 - (iii) tunnel fire detection system narrative demonstrating detection time and ventilation and fixed fire suppression systems activation timeline;
 - (iv) tunnel and egress corridor drainage flow requirements;
 - (v) 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;
 - (vi) narrative on Offeror's approach to establishing the proposed exit spacing to meet NFPA 502 Section 7.16.6.2 and Annex a.7.16.6.2 for the provision of a tenable environment in accordance with NFPA Section 7.16.6.2;
 - (vii) egress corridor ventilation conceptual evaluation indicating size, location and number of pressurization fans demonstrating fan redundancy; and
 - (viii) narrative outlining the proposed SCADA and ITS concept of operations, including a narrative describing how the proposed SCADA and ITS systems will be integrated with existing systems;
 - (b) drawings developed to a sufficient level as to clearly demonstrate a workable arrangement for tunnel and egress corridor ventilation, tunnel

fire protection, tunnel and egress corridor drainage, and SCADA and ITS systems that support tunnel operation, including, at a minimum, the following:

- (i) tunnel ventilation general arrangement;
 - (ii) 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;
 - (iii) tunnel fire alarm system one-line diagram;
 - (iv) tunnel drainage system riser diagram, including portal trench drains, pump stations (portal and low point sump station section), drainage pumps, water flow requirements;
 - (v) egress corridor ventilation general arrangement; and
 - (vi) SCADA and ITS network one-line drawings showing proposed node points, servers, work stations, PLCs, and remote IO cabinets;
- (c) 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 and life safety and mechanical systems, including:
- (i) ventilation fans (including tunnel fans, egress corridor fans and dampers, and wet well ventilation fans);
 - (ii) fire protection system piping, fire hose valves and deluge valves locations, fire pump rooms;
 - (iii) tunnel drainage piping and pumping station, including drain inlets, low points sump station section, portal pump stations space allocation; and
 - (iv) tunnel and egress corridor space proofing (clearances and proposed equipment in the egress corridor and in the tunnel).

4.5.2 Design Concept – Roadway and Bridge Improvements

The Offeror's Roadway and Bridge Improvements Design Concepts for the Project should include the following:

- (1) Narrative description of the Offeror's design approach for the roadway and bridge improvements to provide assurance that the Offeror's design meets the Technical Requirements and details of any ATCs that have been incorporated, includes a strategy for minimizing adverse impacts to historic and cultural resources along the Project corridor and highlights of value-added commitments to enhance the Offeror's score in accordance with Section 5.3.2 (Technical Proposal Score).
- (2) Conceptual Roadway Plans: For I-64 (including interchange ramps, connector roads, and roadway crossings), furnish descriptions and 11" x 17" concept plans showing the following:
 - (a) Project limits;
 - (b) general geometry including horizontal curve data and associated design speeds;
 - (c) horizontal alignments including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings;
 - (d) profiles for all segments and connectors including existing/natural ground, vertical clearance, grades, VPI station, vertical curve length and K-values;
 - (e) typical sections of all roadway segments (mainline, interchange ramps, connector roads and roadway crossings) including existing ground, pavement cross slope, super elevation, number of lanes, lane widths, shoulder widths and sidewalk widths, any retaining wall structures and slope ratio for fills and cuts;
 - (f) conceptual hydraulic and stormwater management design;
 - (g) proposed right of way limits;
 - (h) proposed utility impacts;
 - (i) minimum pavement sections;
 - (j) location of milling and overlaying and/or building up of existing pavement;
 - (k) noise walls;
 - (l) traffic structures;
 - (m) lighting; and
 - (n) guardrail/barrier.

- (3) Conceptual Interchange Plans – I-64/I-564 Interchange (Base Scope). The Offeror shall provide conceptual interchange plans, including supporting traffic operational analysis, that demonstrates the Offeror’s configuration of the I-64/I-564 Interchange meets the operational requirements listed in the Technical Requirements. The Offeror shall provide descriptions and 11” x 17” conceptual interchange plans depicting the following:
- (a) interchange layout showing system to system movements;
 - (b) depiction of connectivity between the proposed Express Lanes to the Express Lanes on I-64;
 - (c) depiction of direct connectivity between the proposed general purpose Lanes to the general purpose Lanes on both I-564 and I-64;
 - (d) general geometry including horizontal curve data and associated design speeds;
 - (e) horizontal alignments including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings;
 - (f) profiles for all segments and connectors including existing/natural ground, vertical clearance, grades, VPI station, vertical curve length and K-values
 - (g) typical sections of all interchange roadway segments including existing ground, pavement cross slope, super elevation, number of lanes, lane widths, shoulder widths, any retaining wall structures and slope ratio for fills and cuts;
 - (h) conceptual hydraulic and stormwater management design;
 - (i) proposed Right of Way limits;
 - (j) proposed utility impacts;
 - (k) minimum pavement sections;
 - (l) location of milling and overlaying and/or building up of existing pavement;
 - (m) noise walls;
 - (n) traffic structures;
 - (o) lighting; and
 - (p) guardrail/barrier.

- (4) Conceptual Interchange Plans – I-564 Direct Connections. The Offeror shall provide a similar level of interchange detail as the above scope for the Offeror’s configuration of the I-564 Direct Connections. The supporting information provided by the Offeror for this option must be clearly labeled as “I-564 Direct Connections Scope Option” and be separate drawings from those depicting the Base Scope.
- (5) Conceptual Interchange Plans – I-64/Mallory Street Interchange. The Offeror shall provide conceptual interchange plans, including supporting traffic operational analysis, that demonstrates the Offeror’s configuration of the I-64/Mallory Street Interchange meets the operational requirements listed in the Technical Requirements. The Offeror shall provide descriptions and 11” x 17” conceptual interchange plans depicting the following:
- (a) interchange layout;
 - (b) depiction of interface with truck inspection station including movement accommodations for rejected trucks;
 - (c) depiction of direct connectivity between the proposed general purpose Lanes to the general purpose Lanes on I-64;
 - (d) general geometry including horizontal curve data and associated design speeds;
 - (e) horizontal alignments including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings;
 - (f) profiles for all segments and connectors including existing/natural ground, vertical clearance, grades, VPI station, vertical curve length and K-values
 - (g) typical sections of all interchange roadway segments including existing ground, pavement cross slope, super elevation, number of lanes, lane widths, shoulder widths, any retaining wall structures and slope ratio for fills and cuts;
 - (h) conceptual hydraulic and stormwater management design;
 - (i) proposed right-of-way limits;
 - (j) proposed utility impacts;
 - (k) minimum pavement sections;
 - (l) location of milling and overlaying and/or building up of existing pavement;

- (m) noise walls;
 - (n) traffic structures;
 - (o) lighting; and
 - (p) guardrail/barrier.
- (6) Conceptual Bridge Plans – Proposed New Marine Approach Bridges. The Offeror shall provide conceptual structural plans for marine approach bridges for the new tunnel structure, including descriptions and 11” x 17” conceptual structure plans depicting the following:
- (a) plan view, elevation view and transverse section;
 - (b) the number and widths of lanes, shoulders and buffers;
 - (c) horizontal and vertical clearances;
 - (d) abutment configurations;
 - (e) pier configurations;
 - (f) number and type of expansion joints;
 - (g) lighting;
 - (h) retaining walls; and
 - (i) railing types.
- (7) Conceptual Replacement Bridge Plans – Existing Marine Approach Bridges between Islands and Shoreline. For the replacement of the existing marine approach bridges between the islands supporting the tunnel portals and the shorelines, the Offeror shall provide descriptions and 11” x 17” conceptual structure plans depicting the following:
- (a) plan view, elevation view and transverse section;
 - (b) the number and widths of lanes, shoulders and buffers;
 - (c) horizontal and vertical clearances;
 - (d) abutment configurations;
 - (e) pier configurations, showing piling locations relative to existing bridge foundations;

- (f) number and type of expansion joints;
 - (g) lighting;
 - (h) retaining walls;
 - (i) railing types; and
 - (j) concept for maintaining existing utility service across the structure.
- (8) Conceptual Bridge Widening Plans – Existing Bridges. For the widening of the existing bridges in the Project corridor, the Offeror shall provide descriptions and 11” x 17” conceptual structure plans depicting the following:
- (a) plan view, elevation view and transverse section, including bridge railing/barrier types;
 - (b) the number and widths of lanes, shoulders and buffers;
 - (c) horizontal and vertical clearances;
 - (d) number and type of deck joints; and
 - (e) railing types.

4.6 Construction Concepts

4.6.1 Risk Management

The Offeror shall describe its approach to risk management for the design and construction of the Project including processes and procedures that will be utilized to ensure that risks are adequately anticipated, identified and categorized. In addition, the Offeror shall describe approach to implementing a mitigation strategy and monitoring program for identified risks and contingency planning to avoid unforeseen cost overruns or delays to the Project, including:

- (1) The Offeror also shall address its approach to risk management related to the design and construction of the tunnel structures. The Offeror shall provide an example of a lesson learned for a major risk item identified and mitigated on a previous tunnel construction project and describe how the experience will be utilized to benefit the Project.
- (2) The Offeror shall describe its approach to identifying and mitigating geotechnical risks through knowledgeable application of geotechnical design and analysis practices and construction methods in a marine environment including but not limited to:
 - (a) tunnels and underground structures;

- (b) islands;
 - (c) bridge foundations; and
 - (d) roadway and pavement designs.
- (3) A description of any geotechnical information included in the Disclosed Information that was analyzed in developing the Offeror's interpretation.
- (4) Offeror's preliminary soil design parameters assumed for proposal preparation, using the layer nomenclature identified in the GBR and the rationale for selection of those parameters. The Offeror may further sub-divide GBR layers by location or design application if appropriate for parameter selection.
- (5) In addition, the Offeror shall describe its approach to protecting the existing Hampton Roads Bridge-Tunnel structures, including via instrumentation monitoring put in place during construction of the new tunnel structures.
- (6) The Offeror shall describe its approach to quality assurance/quality control during design and construction including an appropriate staffing plan to meet the quality assurance/quality control requirements for the Project (including roadway and bridge construction, tunnel construction and islands). The Offeror shall specifically address the quality assurance/quality control procedures for one element of the proposed new tunnel structure that the Offeror deems most critical from each of the design perspective and the construction perspective to ensure the quality of Work necessary to ensure long term performance and minimize future maintenance.
- (7) The Offeror shall describe its approach for utility coordination, adjustments, and relocations. The Offeror shall identify which utilities the Offeror believes to be in conflict with the design, as well as potential solutions for accommodating those utilities. The Offeror shall discuss mitigation strategies to offset the potential impacts of utility relocations exceeding estimated timeframes or unidentified/non-located utilities being discovered during construction. The Offeror's approach shall demonstrate that the utility coordination, adjustments, and relocations are well integrated into the Project sequencing as to minimize the possibility of schedule delays. In addition, the Offeror shall describe its approach to providing temporary utilities and how Offeror will capture construction costs versus VDOT's operations costs, particularly any temporary electrical service to power major equipment or machinery.

4.6.2 Traffic Management

The Offeror shall describe how it will maintain vehicular and marine traffic through all phases of construction, including any proposed lane or ramp closures, temporary detours, time of day restrictions, minimum lane widths, work zone speed reductions, and channel utilization required to construct the Project using the Offeror's means and methods. The Offeror shall

identify major Project stakeholders located near the Project, discuss how such stakeholders will be impacted during construction, and describe any innovative traffic management solutions the Offeror will implement to manage congestion during construction while minimizing impacts to local businesses, schools, and residential areas.

4.6.3 Tunnel Boring Machine

The Offeror shall describe its approach to the operation of the tunnel boring machine, including but not limited to the following:

- (1) type of tunnel boring machine(s) proposed (e.g., earth pressure balanced or slurry) with description of the rationale for the type selected;
- (2) proposed excavation diameter and overcut, including explanation of how the excavated diameter of the tunnel boring machine is compatible with the external diameter of the proposed precast concrete lining giving consideration to articulation capabilities of the tunnel boring machine, etc.;
- (3) proposed tunnel boring machine manufacturer and a summary of its experience in supplying tunnel boring machines of similar diameter for similar ground conditions;
- (4) means and methods for excavating, handling, transporting and disposing of excavated materials (spoil removal system), including use of conditioning agents to maintain face stability;
- (5) approach to tunnel boring machine alignment control, including tunnel boring machine guidance system, operational controls, control procedures for ring selection, and survey check procedures;
- (6) break-ins and break-outs, including methods of maintaining water-tightness 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);
- (7) method for tracking and monitoring of leakage of additives, conditioners, slurry or grout into the waterway;
- (8) methods for detecting and removing obstructions;
- (9) 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;
- (10) approach to tunnel boring machine inspection and maintenance, including:

- (a) 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;
 - (b) expected impact of any stoppage on ground behavior and the specific means and methods that will be employed to minimize those impacts; and
 - (c) procedures for changing cutters mid-drive, from within the tunnel boring machine; and
- (11) strategy for prevention of unscheduled tunnel boring machine downtime and mitigation of any adverse effects of such downtime on tunnel construction and delivery of the Project.

4.6.4 Construction Management

The Offeror shall provide sufficient information to enable VDOT to understand and evaluate the Offeror's anticipated means and methods for the construction of the Project and the impact those means and methods will have on the traveling public, an active navigational channel, and other third party stakeholders.

The Offeror shall describe its approach to construction phasing including the general sequence of activities required to complete the Project by the Final Completion Date. In addition, the Offeror shall describe how its approach has considered public safety and has included measures to limit disruptions to vehicular and marine traffic through the work area, navigable channel and adjacent public transportation facilities/roadways. The Offeror also shall describe how its approach has considered construction techniques in close proximity to existing facilities including the existing Hampton Roads Bridge-Tunnel.

4.6.5 Tunnel Watertightness and Crack Control

The Offeror shall describe its approach to ensuring high-quality ring construction that minimizes potential damage or cracking of tunnel segments. This approach shall consider the processes of precasting, curing, storing, transporting and erecting the liner segments.

The Offer shall also provide its means and methods of constructing the tunnel to minimize water infiltration to ensure it remains less than the limits established in Section 23 of the Technical Requirements.

4.7 Environmental Permitting and Management

The Offeror shall describe its approach to environmental management and environmental permitting for the Project, including but not limited to the Offeror's approach to the development of the permit application for the United States Army Corps of Engineers ("USACE"), Virginia Marine Resources Commission ("VMRC") and the Virginia Department of Environmental Quality ("DEQ"). The Offeror also shall describe its approach to coordination with maritime

stakeholders, including specific measures to manage risks relevant to the Section 408 permitting process for work affecting the federal navigation channel.

The Offeror shall further describe its consideration of commitments made related to historic properties and approach to satisfying requirements related to protected species. In addition, the Offeror shall describe how the Environmental Manager and other members of the environmental team will be incorporated into the overall Project delivery to ensure the elements of the Offeror's approach to environmental management and environmental permitting are well integrated into the Project schedule so as to minimize the possibility of delays and ensure timely acquisition of permits.

4.8 Maintenance Concepts

The Offeror shall provide a description of how it will integrate life-cycle cost considerations into Project design and construction. The Offeror shall describe its approach to:

- (1) material and equipment selection to enhance service life of pavement, structures, equipment, and systems;
- (2) integration of new equipment and systems into the existing systems;
- (3) proposed upgrades to the existing systems;
- (4) other operations, security and maintenance requirements; and
- (5) systems testing and commissioning, including acceptance testing, staff training, and site security.

The Offeror shall also explain its design philosophy with respect to enabling ease of access for tunnel maintenance, inspection, and testing. For each item of equipment that may reasonably be replaced during the tunnel's lifespan, show how this equipment will be accessed, removed, and replaced with minimal or no disruption to the traveling public.

4.9 Proposal Schedule

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

- (1) Proposal Schedule: The Proposal Schedule shall depict the Offeror's proposed overall sequence of work, and times during each work task and deliverable required to complete the Project will be accomplished. This shall include all Work necessary to achieve the Final Completion Date. 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, Scope Validation Period, design, public involvement, environmental, right-of-way, utility, and construction, etc.). The Proposal Schedule also should

depict (i) the anticipated critical path of the Project (based on the longest path), (ii) reviews by VDOT, FHWA, USACE and other regulatory agencies, (iii) the Early Work, and (iv) work by suppliers, subcontractors, and other involved parties, as applicable.

- (2) **Schedule Narrative:** The Offeror shall provide a schedule narrative that describes the Offeror's proposed overall plan to accomplish the Work, and, if applicable, to attain incentive(s) including but not limited to (i) the overall sequencing of the Work, (ii) a description and explanation of the critical path, (iii) proposed means and methods, and (iv) 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 Substantial Completion Deadline and the Final Completion Deadline and description of the approach to integrate subcontract activities into the Offeror's scheduling and reporting system.

In addition to hard copy, the Offeror shall provide PDF copies of the Proposal Schedule and schedule narrative, as well as a back-up copy of the Proposal Schedule source document in any of the following electronic file formats: "XER", "PRX", "MPP", or "MPX", on a USB flash drive.

4.10 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 Exhibit 23 (*DBE and SWaM Matters*) to the Comprehensive Agreement.

4.11 Offeror's Financial Capacity and Condition

4.11.1 Each Offeror shall submit to VDOT information describing the Offeror's financial capacity and any material differences between the financial capacity information submitted as part of the Proposal and the information submitted in the SOQ (the "**Financial Capacity and Condition Submittal**"). The Financial Capacity and Condition Submittal shall be included as Volume III of the Technical Proposal; *provided* that Offerors have a continuing obligation to submit to VDOT written notice of any material adverse change in the Offeror's financial condition (since submission of its SOQ) and Offerors shall submit to VDOT a written notice of any such material adverse changes as soon as possible but in no event later than the date and time designated for submission of the Price Proposal.

4.11.2 The Financial Capacity and Condition Submittal shall include the following information for the Design-Builder, each Design-Builder Member (if any), and each Guarantor:

- (1) audited financial statements (in searchable PDF format) for all periods subsequent to those included in the SOQ; and

- (2) in addition, interim unaudited financial statements (in searchable PDF format) for the period since the most recent completed fiscal year for the above entities are to be provided.

4.11.3 The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must meet the following requirements:

- (1) Financial statement information must include:
 - (a) Opinion Letter (Auditor's Report) (for audited financial statements);
 - (b) Balance Sheet;
 - (c) Income Statement;
 - (d) Statement of Cash Flows; and
 - (e) Footnotes.

- (2) GAAP/IFRS

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

- (3) U.S. Dollars

Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Offeror must include summaries of the income statements and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant. In addition, if any statements have been converted from local reporting currency to U.S. dollars, the applicable exchange rates that were used to convert the statements must be provided.

- (4) Audited

Fiscal year-end financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available, the Financial Capacity and Condition Submittal shall include unaudited financial statements for such entity, certified as true and correct and as having been prepared in accordance recognized standards (U.S. GAAP or IFRS) by the chief financial officer or treasurer of the entity (or if neither position

exists for the entity, an individual who serves in an equivalent capacity and whose title shall be specified in the certification).

(5) English

Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information, including accompanying notes, must accompany the original financial statement information.

4.11.4 Other information and requirements:

(1) SEC Filings

If the entity for whom financial statements are submitted files reports with the Securities and Exchange Commission, then the Offeror must provide electronic links to the most recently filed Forms 10-K, 10-Q and Form 8-K for all such reporting entities.

(2) Credit Ratings

Provide the most recent credit rating(s) (if any) for the debt of the Design-Builder, each Design-Builder Member (if any), and each Guarantor. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

(3) Materially Adverse Changes in Financial Condition

A letter from the chief executive officer, chief financial officer or treasurer (or, if neither a chief financial officer nor treasurer exists for an entity, an individual who serves in an equivalent capacity and whose title shall be specified in the certification) for the Design-Builder, each Design-Builder Member (if any), and each Guarantor either (x) providing information on any materially adverse change(s) in financial condition since submission of the SOQs and those that are pending or (y) certifying that no such materially adverse changes have occurred. Additionally, Offerors shall be required to provide updated information following the due date for Price Proposals about such entities as such information becomes available to the Offeror.

The following list identifies certain items that VDOT would consider to be materially adverse changes in financial condition. This list is intended to be indicative only. At the discretion of VDOT, any failure to disclose a prior or pending materially adverse change may result in disqualification from further participation in the selection process. In instances where a materially adverse change has occurred, or is anticipated, the affected entity shall provide a statement describing each materially adverse change in detail, the likelihood that the developments will continue during the period of the Offeror's performance of the

Project requirements. Estimates of the effect on revenues and expenses and the change in equity shall be provided separately for each materially adverse change as certified by the chief financial officer or treasurer (or, if neither position exists for the entity, an individual who serves in an equivalent capacity and whose title shall be specified in the certification). References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of materially adverse changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent materially adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the SOQ and the most recent completed fiscal periods (even if there has not been a materially adverse change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

List of Representative Materially Adverse Changes:

- (a) An event of bankruptcy involving the affected entity, a related business unit within the same corporation or the parent corporation of the affected entity;
- (b) A decrease in tangible net worth of ten percent (10%) or greater of shareholder equity;
- (c) A sale, merger or acquisition exceeding ten percent (10%) of the value of shareholder equity prior to the sale, merger or acquisition that in any way involves the affected entity, a related business unit or parent corporation of the affected entity;
- (d) A downward change in credit rating for the affected entity, a related business unit or parent corporation of the affected entity;
- (e) Inability to meet material conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity that has required, or is expected to require, a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- (f) The affected entity, a related business unit or the parent corporation of the affected entity either:
 - (1) sustained charges exceeding five percent (5%) of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or

- (2) implemented a restructuring/reduction in salaried personnel exceeding ten (10%) of its workforce or involving the disposition of assets exceeding ten (10%) of the then shareholder equity; and
 - (g) Other events known to the affected entity, a related business unit or parent corporation of the affected entity that represent a materially adverse change in financial condition since submission of the SOQs or may be pending for the next reporting period.
- (4) Off-Balance Sheet Liabilities

A letter from the certified public accountant, chief financial officer, or treasurer (or, if neither a chief financial officer nor treasurer exists for an entity, an individual who serves in an equivalent capacity and whose title shall be specified in the letter) for each entity for which financial information is submitted, identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate.

4.12 Price Proposal

The information and attachments provided in this Section 4.12 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. The Offeror shall provide separate pricing for the Base Scope and the I-564 Direct Connections. The Offeror's Price Proposal will be deemed non-responsive if the Offeror's Price Proposal for the Base Scope exceeds the Maximum Contract Value.

Additionally, the Offeror shall:

4.12.1 Specify, on the form set forth in Attachment 4.12.1, a cost breakdown summary in whole numbers and the Proposal Price, in both numbers and words. Offerors are advised that the prices set forth in the completed Attachment 4.12.1 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, timing of LNTP and NTP, and/or shift of construction sequencing. The values shall be clearly supported by the Escrow Proposal Documents.

4.12.2 Not Used.

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

4.12.4 Provide the required information set forth in RFP Part 3 (*Comprehensive Agreement*), Section 6.3 (*Adjustments to Asphalt, Fuel and Steel*).¹

4.12.5 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 bond in the amount of twenty-five million dollars (\$25,000,000) (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 4.12.5. The Proposal Security shall be issued for a term extending five (5) days beyond the Proposal Validity Period. **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.**

4.12.6 Provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.12.6(a) and 4.12.6(b) respectively.

5.0 EVALUATION PROCESS FOR PROPOSALS

5.1 Responsiveness

5.1.1 The Evaluation Team will review each Proposal for (i) the responsiveness of the Offeror to the requirements set forth in the RFP, (ii) conformance to the RFP instructions regarding organization and format, and (iii) minor nonconformities, irregularities, and apparent clerical mistakes unrelated to the substantive content of the Proposal.

5.1.2 VDOT may exclude from further consideration any Proposal not responsive to the RFP. VDOT may also exclude from further consideration any Proposal that contains a material misrepresentation.

5.1.3 VDOT, in its sole discretion, may provide an Offeror with the opportunity to correct any nonconformity, irregularity, clerical mistake, or error, as VDOT deems appropriate.

5.2 Pass/Fail Review

5.2.1 Overview of Pass/Fail Review

- (1) Following, or in conjunction with, the responsiveness review described in Section 5.1 (*Responsiveness*), the Evaluation Team will review each Proposal based on the pass/fail criteria set forth below. Any Proposal that fails to achieve a passing score on any of the pass/fail portions of the evaluation may be considered non-compliant and excluded from further consideration.
- (2) In the event a Proposal contains or omits information that could potentially result in a “fail” determination, VDOT, in its sole discretion, may request additional or

¹ **Note to Draft:** The Department continues to consider mechanisms for managing price fluctuations for key commodities.

clarifying information from the Offeror prior to making a final pass/fail determination. This additional or clarification information may result in a pass determination for the Offeror, however, will not result in a higher Technical Proposal Score as part of the Best Value Determination under Section 5.3 (Best Value Determination).

5.2.2 Pass/Fail Review of Technical Proposals

Technical Proposals will be evaluated based on the following pass/fail criteria:

- (1) the information, certification, signed statements, and documents listed in Section 4.1 (Letter of Submittal) are included in the Technical Proposal and do not identify any materially adverse information;
- (2) the Technical Proposal (i) contains the information and materials as listed in Section 4.2 (Offeror's Qualifications), Section 4.3 (Key Personnel), Section 4.4 (Partnerships), Section 4.5 (Design Concepts), Section 4.6 (Construction Concepts), Section 4.7 (Environmental Permitting and Management), Section 4.8 (Maintenance Concepts), Section 4.9 (Proposal Schedule), and Section 4.10 (DBE and SWaM Participation Goals) and (ii) demonstrates compliance with the Technical Requirements;
- (3) the Proposal Schedule sets forth a logical and credible plan (as determined by VDOT) for achieving the Substantial Completion Deadline and Final Completion Deadline specified in the Proposal;
- (4) except with respect to the Project Manager, Environmental Manager, and Entrusted Engineer in Charge, the Key Personnel listed in the Offeror's SOQ have not changed since the Offeror's submission of the SOQ, or if the Offeror previously has advised VDOT of a change, VDOT has consented to such change, and the Technical Proposal includes a true and correct copy of VDOT's consent attached thereto;
- (5) the financial condition and capabilities of the Offeror, the Design-Builder, the Design-Builder Members, and the Guarantors shall have not materially adversely changed from their respective financial conditions and capabilities as evidenced by the financial and other data submitted in the SOQ, such that the Offeror, the Design-Builder, each Design-Builder Member, and each Guarantor continue to have the financial capacity to satisfy its respective obligations under the Comprehensive Agreement; and
- (6) Offeror has delivered all other specified forms and documents, properly completed and signed (if required), and such forms and documents do not identify any materially adverse information (to the extent applicable).

5.2.3 Pass/Fail Review of Price Proposals

Price Proposals will be evaluated based on the following pass/fail criteria:

- (1) the Price Proposal sets forth a Contract Price for the Base Scope that does not exceed the Maximum Contract Value;
- (2) the Price Proposal includes pricing for the I-564 Direct Connections;
- (3) Offeror has delivered a cost breakdown summary in accordance with Section 4.12.1 (Price Proposal);
- (4) Offeror has delivered a proposed monthly payment schedule showing the anticipated monthly earnings on which funds will be required, in accordance with Section 4.12.3 (Price Proposal);
- (5) Offeror has delivered the required information set forth in Section 6.3 (*Adjustments to Asphalt, Fuel and Steel Prices*) of the Comprehensive Agreement, pursuant to Section 4.12.4 (Price Proposal);
- (6) Offeror has delivered Proposal Security in the form and amount as required pursuant to Section 4.12.5 (Price Proposal); and
- (7) Offeror has delivered the Sworn Statement Forms, properly completed and signed, pursuant to Section 4.12.6 (Price Proposal).

5.3 Best Value Determination

5.3.1 Overview of Best Value Determination

- (1) VDOT will evaluate and score each responsive Proposal that passes the pass/fail review to determine which Proposal offers the best overall value to VDOT (the “**Apparent Best Value Proposal**”).
- (2) The determination of the Apparent Best Value Proposal will be computed using the following formula:

$$\begin{array}{r} \text{Technical Proposal Score (max. 40 points)} \\ + \quad \text{Price Proposal Score (max. 60 points)} \\ \hline = \quad \text{Total Proposal Score (max. 100 points)} \end{array}$$

- (3) Once the Evaluation Team has determined the Total Proposal Score for each Proposal, assigned rankings to the Proposals based on the Total Proposal Scores, and determined the Apparent Best Value Proposal, the Evaluation Team will present its recommended rankings to the Commissioner, and the Commissioner

will proceed in accordance with Section 8.1 (Negotiations and Award of Contract).

5.3.2 Technical Proposal Score

- (1) After completion of the responsiveness and pass/fail review by the Evaluation Team, the Evaluation Team will evaluate and score the Technical Proposal based on the factors set forth in this Section 5.3.2 (Technical Proposal Score) to determine whether the Technical Proposal improves upon the requirements of the RFP Documents and brings additional benefits or value to VDOT.
- (2) The evaluation factors and total possible points for each factor for the Technical Proposal are as follows:

Evaluation Factor	Maximum Points
Key Personnel	2
Partnership	1
Tunnel Grade	2
Material Disposal	2
Design Concepts	12
Construction Concepts	15
Environmental Permitting	3
Maintenance Concepts	3
Total	40

- (3) Points for Key Personnel will be awarded as follows (maximum of 2 points).
 - (a) The Offeror demonstrates that the qualifications and experience of the Project Manager, Environmental Manager, and Entrusted Engineer in Charge exceed the minimum requirements for such positions set out in the RFP Documents and show how such qualifications and experience will provide a benefit to the Project.
- (4) Points for Partnership will be awarded as follows (maximum of 1 point).
 - (a) The Offeror demonstrates a commitment to construction safety, including:
 - (1) strategies and procedures for realizing a “zero incident” safety culture and
 - (2) the extent to which such strategies and procedures account for the unique attributes of the Project (including the urban and maritime environments, heavy traffic conditions, and the size and scope of the Project).
 - (b) Extent to which the Offeror commits that its Project employees designated for safety training (including subcontractor employees) will have attained

specialized training. Credit for response for specialized training will be based upon a sliding scale.

- (c) The Offeror demonstrates measurable commitments to address craft training, worker benefits, and critical skills retention which focuses on what the Offeror considers the most relevant to the success of the Project.
- (5) Points for Tunnel Grade will be awarded as follows (maximum of 2 points).
- (a) 0.5 point if Offeror’s Technical Proposal commits that all grades within the tunnel will be as follows: $4.5\% < \text{Grade} \leq 4.75\%$;
 - (b) 1 point if Offeror’s Technical Proposal commits that all grades within the tunnel will be as follows: $4.25\% < \text{Grade} \leq 4.5\%$;
 - (c) 1.5 points if Offeror’s Technical Proposal commits that all grades within the tunnel will be as follows: $4.0\% < \text{Grade} \leq 4.25\%$; and
 - (d) 2 points if Offeror’s Technical Proposal commits that all grades within the tunnel will be as follows: $\text{Grade} \leq 4.0\%$.
- (6) Points for Material Disposal will be awarded as follows (maximum of 2 points).
- (a) The Offeror demonstrates, in sufficient detail to evidence its ability to facilitate timely acquisition of relevant permits, (1) it has identified and secured commitments from one or more disposal sites to accept the full quantity of excavated tunnel material and (2) this material, inclusive of any added conditioners or treatments, will be eligible for disposal at such location(s); and
 - (b) The Offeror’s means for transporting materials to such disposal location(s) involves little or no hauling by truck.
- (7) The scoring for the evaluation factors set forth in Section 5.3.2(10) below will be based on the following point scale (which scale does not apply to the evaluation factors set forth in Sections 5.3.2(3), (4), (5), and (6) above).

Rating	Description	Score
Exceptionally Exceeds Requirements	Exceeds most, if not all RFP requirements; no deficiencies.	100% of maximum points
Markedly Exceeds Requirements	Exceeds some RFP requirements; no deficiencies.	67% of maximum points
Exceeds Requirements	Exceeds at least one RFP requirement; no deficiencies.	33% of maximum points
Meets Requirements	Meets the minimum RFP requirements;	0 points

Rating	Description	Score
	minor deficiencies, if any, are correctable.	

- (8) For the evaluation factors set forth in Section 5.3.2(10) below, points will be awarded to technical enhancements only where they exceed the minimum requirements for a responsive Technical Proposal. In all evaluation factors set forth in Section 5.3.2(10) below, additional enhancements that may be valuable to VDOT may be proposed as commitments within the Technical Proposal.
- (9) In order to meet the evaluation factors set forth in Section 5.3.2(10) below, Offerors must show in their Technical Proposals specific, well-defined commitments that clearly demonstrate that the relevant RFP requirement will be met or exceeded. Technical Proposals should include information that can be objectively (and, preferably, quantifiably) and readily measured. Enhancements or commitments made as part of the Technical Proposal will become part of the Comprehensive Agreement.
- (10) For each evaluation factor set forth in this Section 5.3.2(10), sub-factors and sub-sub-factors (if any) are listed in order of priority to VDOT .
 - (a) Design Concepts (maximum of 12 points)
 - (i) Tunnel Improvements
 - (A) The Offeror’s design solution for the tunnel structure, mechanical systems, and fire and life safety systems facilitates inspection, operations, and maintenance that minimizes disruptions to the traveling public by reducing or eliminating the need for full tunnel closures.
 - (B) The Offeror describes a clear strategy and commitments (including methods of shoring and reinforcing) for minimizing the impacts of tunnel construction on structures, islands, utilities, and other existing facilities in close proximity, including the existing Hampton Roads Bridge-Tunnel.
 - (C) The Offeror’s plan for design quality assurance and quality control acknowledges the infrequency of bored roadway tunnels in a marine environment and commits to additional compensating measures and enhancements beyond those specified in the Technical Requirements, such as the use of an independent third-party check for all critical or complex features.

(ii) Roadway and Bridge Improvements

- (A) The Offeror's design solution for bridge improvements commits to including full replacements whenever feasible in order to minimize future disruptions to the traveling public.
- (B) The Offeror's design solution commits to (1) minimize adverse impacts to historic and cultural resources along the Project corridor and (2) maximize the use of existing VDOT right-of-way to minimize the need for acquisition of additional right-of-way.
- (C) The Offeror's bridge design solution commits to including deck treatments such as epoxies/sacrificial wearing courses to enhance deck life.
- (D) The Offeror's roadway design solution commits to promoting efficient traffic flow during and after construction at interfaces with adjoining segments of the roadway network, including 4th View Street, I-564, and I-64 Express Lanes.

(b) Construction Concepts (maximum of 15 points)

(i) Risk Mitigation

- (A) The Offeror's approach to risk management has (1) specific commitments and mitigation strategies to reduce risks throughout the life of the Project and (2) a robust contingency plan in order to reduce the risk of downtime and increase certainty in schedule.
- (B) The Offeror's commitment to specific measures for increasing the effectiveness and efficiency of the ground improvement program.
- (C) The Offeror's commitment and approach to how it will manage internal risks that could arise relative to (1) independence of its quality assurance and quality control functions, (2) acceptance testing and inspections, and (3) strategies for minimizing construction deficiencies and non-compliance issues.
- (D) Extent to which the Offeror articulates and commits to a clear plan for managing complex utility issues, including

the Hampton substation and the utilities mounted on the existing marine approach bridges.

- (E) The Offeror's approach and commitment to conducting a supplemental ground investigation program that will reduce tunneling risk.

(ii) Traffic Management

- (A) The Offeror's approach and commitment to scheduling and sequencing construction work that minimizes disruptions to adjacent communities and to highway and marine traffic.
- (B) The Offeror's approach to material delivery and transport reduces impacts on highway and marine traffic.
- (C) The Offeror's overall approach to traffic management, control, and sequencing of construction work accounts for the unique attributes of the Project (including the urban and marine environments, heavy traffic conditions, and the size and scope of the Project) and commits to a traffic management plan that reduces impacts to the traveling public within the Project corridor.

(iii) Tunnel Boring Machine

- (A) Extent to which the Offeror commits to providing a proactive and redundant system of protocols to prevent unscheduled tunnel boring machine downtime, along with a comprehensive contingency and recovery plan addressing specific incident scenarios in order to resume boring operations expeditiously if unscheduled downtime arises.
- (B) Extent to which the Offeror commits to providing a tunnel boring machine with specific features that are able to mitigate a wide range of risks relevant to the Project's geotechnical conditions.

(iv) Construction Management

- (A) Effectiveness of the Offeror's approach and commitments to sequencing construction activities to adequately address public safety, VDOT operations, marine construction, existing transportation facilities, geotechnical constraints, and environmental considerations.

- (B) Extent to which the Offeror demonstrates an ability and commitment to quickly adapt to any unforeseen conditions encountered during boring operations, with robust contingency strategies developed and ready to be implemented, and to accommodate tunnel boring machine interventions.
 - (C) Extent to which the Offeror identifies stakeholders impacted by construction along the Project corridor and provides specific meaningful commitments to mitigate impacts to these stakeholders during construction.
- (v) Tunnel Watertightness and Crack Control
- (A) Extent to which the Offeror details specific commitments for ensuring a consistent high-quality ring build for the tunnel structure and implementing other measures to minimize potential cracking of tunnel segments.
 - (B) Extent to which the Offeror demonstrates and commits to measurable methods to minimize water infiltration and exceed the watertightness criteria in the Technical Requirements.
 - (C) Extent to which the Offeror contractually commits to watertightness criteria that are more stringent than those in the Technical Requirements
 - (D) Commitment with respect to the length of additional warranty period provided by the Offeror for grouting or other repairs related to mitigating any water infiltration that exceeds contractual commitments.
- (c) Environmental Permitting (maximum of 3 points)
- (A) Extent to which the Technical Proposal demonstrates advanced progress in developing a Project permit application that addresses the expectations of the permitting agencies.
 - (B) Extent to which the Offeror's approach and commitment to disposal of excavated tunnel materials anticipates and mitigates potential delays in timely acquisition of permits.

- (C) Extent to which the Offeror has committed resources for effective coordination with environmental and maritime stakeholders throughout the duration of the Project.
- (d) Maintenance Concepts (maximum of 3 points)
 - (A) The Offeror's design-build technical solution describes commitments for applying value-generating innovation that clearly reduces maintenance requirements and operating costs.
 - (B) The Offeror's selection of material types, operation methods, and product functionality optimizes long-term quality, life-cycle cost, and construction efficiency.

5.3.3 Price Proposal Score

Price Proposals will be scored as follows and rounded up to the nearest tenth:

$$\text{Price Proposal Score} = 60 - [(P_I - P_{Best}) / 30,000,000]$$

Where:

P_I = Offeror's Contract Price

P_{Best} = lowest Contract Price offered by any Offeror

5.4 Combining Technical and Price Proposal Scores

5.4.1 The Technical Proposal Score, determined in accordance with Section 5.3.2 (Technical Proposal Score), will be added to the Price Proposal Score, determined in accordance with Section 5.3.3 (Price Proposal Score), to determine each Offeror's Total Proposal Score. The Proposal with the highest Total Proposal Score will be considered the highest scoring Proposal.

5.4.2 Following the evaluation of Proposals, VDOT will award the Comprehensive Agreement in accordance with the procedure set forth in Section 8.0 (Award of Contract, Proposal Validity and Contract Execution).

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:

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 (except for the Financial Capacity and Condition Submittal), one (1) of which must bear original signatures on the Letter of Submittal, and ten (10) USB flash drives, each containing the entire Technical Proposal (except for the Financial Capacity and Condition Submittal) in a single cohesive PDF file. Each Offeror also shall deliver three (3) identical paper copies of the Financial Capacity and Condition Submittal, along with five (5) additional USB flash drives, each containing the entire Financial Capacity and Condition Submittal.

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 three (3) 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.
 - (c) Volume III shall include the Financial Capacity and Condition Submittal.
- (2) No more than **ninety-five (95)** pages total for Volume I, with sub-limits for each component of the Technical Proposal as further described in the Technical Proposal Checklist (Attachment 4.0.1.1). There are no limits on the number of pages that may be included for Volume II and Volume III.
- (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) Technical Proposal Attachments, as listed in Section 11.9 (Attachments), shall be included, as applicable, in the appendices to Volume I and shall not be counted against the above-referenced page limit.
 - (c) The Proposal Schedule and accompanying Proposal Schedule Narrative shall not be counted against the above-referenced page limit.
 - (d) The appendices to Volume I should be organized at the end of Volume I.
 - (e) **VDOT will remove and discard all pages 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 via e-mail to VDOT's POC in Microsoft Word format using the form set forth in Attachment 7.0.1. 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.

8.2 Withdrawal and Proposal Validity Period

8.2.1 Withdrawal. The Offeror may withdraw its Technical Proposal or Price Proposal at any time prior to the time due on the Technical Proposal Submission Date or Price Proposal Submission Date, as applicable, by means of a written request signed by its authorized representative. Such written request shall be delivered to VDOT's POC. A withdrawal of a Technical Proposal or Price Proposal will not prejudice the right of the Offeror to file a new Technical Proposal or Price Proposal; *provided* that the new Technical Proposal or Price Proposal is received before the time due on the Technical Proposal Submission Date or Price Proposal Submission Date, as applicable. No Technical Proposal or Price Proposal may be withdrawn on or after the time due on the Technical Proposal Submission Date or the Price Proposal Submission Date, as applicable, and any attempt to do so will result in a draw by VDOT upon the Proposal Security.

8.2.2 Proposal Validity Period. 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) (the "**Proposal Validity Period**"). If the Comprehensive Agreement has not been awarded within the Proposal Validity Period, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Proposal Security

8.3.1 Forfeiture of Proposal Security. By submitting its Proposal, each Offeror understands and agrees that VDOT shall be entitled to draw on such Offeror's Proposal Security in its entirety if: (i) the Offeror withdraws, repudiates or otherwise indicates in writing that it will not meet one or more commitments made in its Proposal (except as otherwise permitted pursuant to Section 8.2.1 (Withdrawal)) or (ii) following notification by VDOT of the Offeror that such Offeror is the Successful Offeror, the Successful Offeror fails to proceed in good faith to finalize and execute the Comprehensive Agreement.

8.3.2 Return of Proposal Security. Except for any Proposal Security that has been forfeited pursuant to Section 8.3.1 (Forfeiture of Proposal Security), each Offeror's Proposal Security will be returned within ten (10) Business Days of the earliest of (i) expiry of the Proposal Validity Period, as extended by agreement of VDOT and the applicable Offeror, (ii) execution of the Comprehensive Agreement, and (iii) cancellation of the procurement by VDOT.

8.4 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.

8.5 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 one hundred twenty-five thousand dollars (\$125,000) for the Statutory Audit. VDOT will bear no responsibility if the cost of the Statutory Audit exceeds one hundred twenty-five thousand dollars (\$125,000), and to the extent that the Statutory Audit costs less than that amount, any savings will inure to the Offeror.

8.6 Contract Execution

8.6.1 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.

8.6.2 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 must be included in the Offeror's Price Proposal as part of (and not in addition to) the Contract Price, 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, other than any obligations or liabilities VDOT may have under Section 9.3 (*Proposal Payment*).
- (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), (i) for those Offerors who submit a responsive Proposal, but

are not awarded the Comprehensive Agreement or (ii) 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), subject to the terms set forth below.

- (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, each responsive Offeror (who has not withdrawn its Technical Proposal or Price Proposal prior to the expiration of the Proposal Validity Period) will receive a Proposal Payment equal to four million dollars (\$4,000,000). 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. An Offeror who submits a Price Proposal for the Base Scope that exceeds the Maximum Contract Value will still be eligible to be paid a Proposal Payment if: (i) not later than thirty (30) days prior to the due date for Price Proposals, the Offeror provides written notice to VDOT's POC describing the Offeror's concerns about its ability to submit a Price Proposal for the Base Scope within the Maximum Contract Value, and, following the submission of such notice to VDOT's POC, the Offeror provides any follow-up information that may be requested by VDOT and (ii) such Offeror's Technical Proposal and Price Proposal are responsive to the requirements of the RFP in all other respects.
- (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 State, 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 State, 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; and
- (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 shall control in the event of a conflict between the procedures described above and any applicable law.

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 (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) Ernst & Young LLP;
- (12) Fugro;
- (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;
- (36) Warren George, Inc.; and
- (37) Woolpert, 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 Improper Communications and Contacts

The following rules of contact shall apply beginning with the posting of First Draft RFP and will continue until the earliest of (i) award and execution of the Comprehensive Agreement, (ii) rejection of all Proposals by VDOT or (iii) cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, text or chat applications, e-mail, or formal written communication.

11.5.1 No Offeror or any of its team members is permitted to communicate with another Offeror or its team members with regard to the RFP or any team's Proposal, except that subcontractors that are shared between two or more Offeror teams may communicate with their respective team members; *provided* that such subcontractor will not act as a conduit of information between the teams. Contact among Offeror organizations is allowed during the VDOT-sponsored informational meetings, but any such contact must not include prohibited exchanges of information.

11.5.2 The Offerors shall correspond with VDOT regarding the RFP only through the VDOT POC and Offeror's designated representatives.

11.5.3 No Offeror or representative thereof shall have any communications regarding the RFP or the procurement described herein with the stakeholders identified in Section 11.5.4 (*Improper Communications and Contact*) below. This limitation on communication shall not apply to communications with VDOT consultants who have completed their services for the Project and been released in writing by VDOT, communications expressly permitted by the RFP, or communications approved in advance by VDOT, in its sole discretion. The foregoing restriction shall not preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of VDOT or any public or Offeror workshop related to this RFP. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of VDOT.

11.5.4 Neither an Offeror nor its agents are permitted to contact the following stakeholders regarding the Project, including employees, representatives and members of the entities listed below, except as specifically approved in advance by VDOT in writing or as set forth in this Section 11.5 (*Improper Communications and Contacts*):

- (1) Any elected or appointed official of the State, political subdivision of the State, or local government body or locality within the State that, in each case, has an interest in the Project, including, but not limited to, the City of Hampton and the City of Norfolk;
- (2) the United States Navy;
- (3) the United States Coast Guard;
- (4) the United States Army Corps of Engineers;
- (5) the United States Department of Transportation, including FHWA;
- (6) the National Oceanic and Atmospheric Administration;
- (7) the Hampton Roads Transportation Accountability Commission;
- (8) the CTB;
- (9) VDOT (except as otherwise provided in this RFP);

- (10) DEQ;
- (11) VRMC;
- (12) any state or federal agency with regulatory purview or permitting authority with respect to the Project; and
- (13) the entities identified in Section 11.2.5 (*Conflicts of Interest*).

11.5.5 Any contact by an Offeror determined by VDOT to be improper, in the Department's sole discretion, may result in disqualification of the Offeror.

11.5.6 VDOT will not be bound by any oral communication or any other information or exchange that occurs outside the official communication protocol specified in this RFP.

11.6 Civil Rights Requirements

11.6.1 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 Section 2.13 (*DBE and SWaM Matters*) 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.

11.6.2 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 Exhibit 23 (*DBE and SWaM Matters*) to the Comprehensive Agreement. During performance of the Work, in an effort to comply with 49 CFR Part 26, VDOT has established a goal of twelve percent (12%) for DBE participation and, in an effort to support Executive Order 33 (2006), VDOT has established a goal of twenty percent (20%) for SWaM participation.

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 (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: 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: 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 an Offeror's ability to lawfully offer and perform any services proposed or related to the Project may render an Offeror's Proposal non-responsive, in the sole and reasonable discretion of VDOT, and in that event such Offeror's Proposal 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 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 4.3.1(a) -- KEY PERSONNEL RESUME FORM
- ATTACHMENT 4.3.1(b) -- KEY PERSONNEL COMMITMENT FORM
- ATTACHMENT 4.12.1 -- PRICE PROPOSAL FORM
- ATTACHMENT 4.12.5 -- PROPOSAL SECURITY
- ATTACHMENT 4.12.6(a) -- FORM C-104 (BIDDER'S STATEMENT)
- ATTACHMENT 4.12.6(b) -- FORM C-105 (BIDDER'S CERTIFICATION)
- ATTACHMENT 7.0.1 -- OFFEROR QUESTIONNAIRE FORM
- ATTACHMENT 8.5.1 -- LETTER FROM INSURANCE BROKER/CONSULTANT
- 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