TERMS AND CONDITIONS

TC SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS FOR COMPETITIVE SEALED PROPOSALS (DESIGN-BUILD)

TC-2.03 VALUE ENGINEERING CHANGE PROPOSALS

DELETE: This entire section.

ADD: Value Engineering proposals will not be entertained on this project.

TC-2.06 PARTNERING

DELETE: This entire section.

INSERT: The following:

Partnering on this project will be mandatory. The partnership will be structured to draw on the strengths of each organization through open communication, teamwork and cooperative action to identify and achieve mutual goals. The objective is to create an atmosphere of trust and honest dialogue among all stakeholders. This partnership will not change the legal relationship of the parties to the Contract nor relieve any party from any of the terms of the Contract.

The Administration's Assistant District Engineer of Construction, the Project Design Engineer and the Design-Builder's management representative will organize a partnering project team. Persons recommended being on the team and guidelines for partnering are included in the Partnering Field Guide at www.mdqi.org.

The kick-off workshop meeting will be held soon after execution of the Contract. All stakeholders will attend the kick-off workshop to develop and commit to the Partnering Charter and Issue Resolution process. Follow-up meetings will be held monthly by the Design-Builder and the Administration, with other stakeholders attending as needed.

Measuring the partnering on the project is a key element to its success. All stakeholders will participate in the process. The Partnering Project Rating form will be completed monthly and then entered into the Administration's Partnering Data Base. Summaries of the ratings will then be shared with the team. The Administration's and Design-Builder's management team will review the partnering ratings and intervene if necessary on a monthly basis.

All cost of partnering meetings shall be shared equally between the Design-Builder and the Administration.

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TC 2.07 REQUEST FOR PROPOSALS (RFP)

2.07.01 Design-Build Concept

The Administration is soliciting Technical Proposals and Price Proposals for the design and construction of MD 404 to a four lane divided highway from US 50 to east of Holly Road. This project is located in Talbot, Queen Anne's, and Caroline Counties, Maryland. The basis of payment for this work will be "lump sum" which price shall include all costs associated with design and construction of the project in accordance with the requirements of this RFP.

The use of the term "Contractor" or "Design-Builder" within the Contract Documents furnished by the Administration shall be taken to mean Design-Build (D-B) Contractor. These terms are interchangeable.

The use of the term "Designer" or "Design-Build Engineer," within the Contract Documents furnished by the Administration, shall be taken to mean the Engineer working for the Design-Build Contractor. The use of the term "Engineer," within the Contract Documents furnished by the Administration, shall be as defined in Section GP-1.03 of the General Provisions for Construction Contracts.

2.07.01.1 Restrictions on Participation in Design-Build Contracts:

An individual or entity that has received monetary compensation as the lead or prime design consultant under a contract with the Administration to develop the concept plan and/or have been retained to perform construction phase services on behalf of the state, or a person or entity that employs such an individual or entity, or regardless of design phase responsibilities has received in excess of $500,000.00 for services performed, may not submit a Technical Proposal or a Price Proposal for this procurement and is not a responsible proposer under COMAR 21.06.01.01. The Technical Proposal or Price Proposal from such an individual or entity will be rejected pursuant to COMAR 21.06.01.01 and COMAR 21.06.02.03.

The following is a list of consultants and/or subconsultants that have received monetary compensation under a contract with the Administration as the prime consultant to develop the concept plan, have been retained by the Administration to perform construction phase services on the behalf of the state for this procurement, or have received payment in excess of $500,000.00. SHA makes no representations regarding the completeness of the list:

- AB Consultants
- AECOM
- Applied Research Associates (ARA)
- Brudis Associates
- Chesapeake Environmental Management
- Endesco
- Infrastructure Technologies

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- Jacobs
- Mahan Rykiel Associates
- McCormick Taylor
- Pennoni Associates
- TRC
- Wilson T. Ballard

In addition, the State Ethics Commission administers the provisions of the State Ethics Law, including § 15-508 of the State Government Article that contains various restrictions on participating in State procurements. Any questions regarding eligibility must be appealed to the Commission.

No official or employee of the State of Maryland, as defined under State Government Article, §15-202, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the Consultant or an entity that is a subcontractor on this contract.

No Design-Build Team may use any persons meeting the above restrictions in any capacity, key staff or otherwise, on this Design-Build Contract. It is the responsibility of the Design-Build Team to identify any potential ethics issues concerning its former MDOT employees and seek an opinion from the State Ethics Commission regarding any potential conflicts of interest. The Design-Build Team shall provide certification in its cover letter that it is in compliance with State Ethics Laws prohibiting work on a matter in which a former MDOT employee participated significantly as a State Employee for the duration of this contract.

2.07.02 Project Overview

2.07.02.01 Description of Work

The project generally consists of the design and construction of MD 404 to a four lane divided highway from US 50 to east of Holly Road. The project is located in Talbot, Queen Anne's, and Caroline Counties. The length of the project is approximately 9.0 miles and consists of the following segments:

- MD 404 from US 50 to West of MD 309
- MD 404 from East of MD 480 to East of Holly Road

The scope of improvements is anticipated to include, but not limited to, earthwork, new pavement construction, existing pavement rehabilitation, drainage, stormwater management, erosion & sediment control, reforestation, landscaping, signing and marking, intersection lighting, ITS devices, construction

of a new bridge over Norwich Creek, construction of small structures such as culverts, utility coordination, and environmental permit acquisition.

The proposed roadway will generally be a 4 lane divided highway with 12 foot lanes, 4 foot paved inside shoulders, and 10 foot paved outside shoulders. It includes a 34 foot median with traffic barrier protection. Partial acceleration and deceleration lanes will be provided at intersections and through movements and unprotected left turns will be eliminated from side streets with "J" Turns and Maryland "T" intersections. Access roads will be provided throughout the corridor to minimize access and conflict points. The pavement for the new roadway may be asphalt or concrete and the existing roadway will be rehabilitated.

The overall concept design must be evaluated and design completed by the Design-Builder to ensure all project requirements are met, including drainage and stormwater management all within the right of way. The completion of the project documents shall be performed by the Design-Builder subject to language included elsewhere in this Request for Proposal.

2.07.02.02 Project History

Improvements were made to MD 404 in the 1950's which included the acquisition of right-of-way for the future dualization. Project planning activities began in the 1980's and a Finding of No Significant Impact (FONSI) was approved in 1991. Project development activities were phased due to funding constraints. The phases were prioritized based on crash experience, capacity, and operational problems. Phase 1A, from east of Tuckahoe Creek to east of MD 480, has been completed and Phase 1B, from west of MD 309 to east of Tuckahoe Creek is under construction. All additional phases are now funded as part of this single Design-Build contract. An environmental reevaluation of the FONSI for this contract is currently ongoing and is expected to be complete by March 2016.

2.07.02.03 Project Goals

1. Schedule – Fully open four lanes to traffic and substantially complete construction by Thanksgiving 2017.
2. Cost – Deliver a cost efficient project at or below budget.
3. Safety – Safe roadway with zero fatalities and serious injuries during and after construction.
4. Customer Satisfaction – Receive 100% satisfaction from travelers along MD 404.
5. Mobility – Minimize delay during and after construction.

2.07.02.04 Project Key Issues

1. Schedule
   - The Administration intends to include an Incentive/Disincentive and/or

"No Excuse" Bonus for substantial completion as part of the contract. While substantial completion will be defined in detail in the RFP, it generally means that the 4 lane divided highway is open to full and unrestricted use and benefit of the facility both from the operational and safety standpoint.

- In stream work will be restricted from February 15 – June 15.
- No work is permitted within the 2 year floodplain at Norwich Creek. Work in the 10 year floodplain must occur from July 1 – November 15. This period may be extended with additional coordination by the Design-Builder with the United States Fish and Wildlife Service.
- Utility relocations by Choptank Electric, Delmarva Power, Verizon, Comcast, and Maryland Broadband Cooperative will occur concurrently with construction.
- Right-of-way acquisition for the corridor will be phased with clearance dates between June and October 2016.
- The Administration intends to utilize a design audit process for all Design-Builder design packages. Under this approach, the Design-Builder will be required to utilize a separate engineering firm with no contractual relationship to the Lead Design Firm to review and certify that all design packages are in compliance with the contract documents. The Administration would not approve design packages prior to construction being undertaken, with the exception of permit submissions, and would audit packages for compliance.
- The Administration intends to follow its typical inspection policies and procedures, including quality control and quality assurance as defined in the 2008 SHA Standard Specifications for Construction and Materials.

2. Cost
   - The Project Classification is in the high "K"/ low "L" range. The Administration desires to deliver the project as cost efficiently as possible while meeting or exceeding the substantial completion date.
   - Alternative Technical Concepts (ATCs) are encouraged to be submitted including practical design alternatives which advance the project goals without compromising safety.
   - The Administration intends to utilize an adjusted price proposal for the determination of the Best Value. The total aggregate amount of the price proposal will be increased by $4,000,000 if asphalt pavement is utilized for the new roadway. No increase will be applied to the price proposal if concrete pavement is utilized for the new roadway. The $4,000,000 is the estimated life cycle cost difference to the Administration to preserve and maintain an asphalt roadway after completion by the Design-Builder.
3. Safety

- Maintenance of traffic should be implemented to ensure safe passage of all roadway users including motor vehicles, truck traffic, farm equipment, and bicycles.
- Access points should be minimized and intersection controls put in place to minimize potential conflicts and improve safety.

4. Customer Satisfaction
   - A robust outreach plan will be needed to communicate with the various roadway users.
   - Property owner coordination will be important to ensure access is maintained to properties and for farm access.
5. Mobility
   - Increase in delay needs to be minimized for roadway users during construction. Delays should be generally no more than a five minute increase.
   - Increase in delay to roadway users in the build condition due to intersection controls and spacing needs to be minimized and balanced with safety.
   - Consideration needs to be given to farm access to and from MD 404 and the movement of farm vehicles along the corridor.

2.07.02.05 Project Status

The current status of aspects of the project is as outlined hereafter.

2.07.02.05.1 Survey

Aerial photogrammetry at 1” = 50’ was prepared from photographs. A contour surface model and topographic base map were prepared on the basis of this photogrammetry. Supplemental data collected surveys were performed along portions of the roadways to refine pavement elevations, ditch inverts, service access roads, potential SWM facilities, and pipe culverts. The data from these supplemental surveys was incorporated into the plan and the surface. This information is available in electronic format on ProjectWise. All surveys were performed in the Maryland State Plane Grid, NAD 83/91 and NAVD 88.

The Design-Builder must obtain all additional survey data necessary for their design, construction, and verification of surface model for all design activities.

2.07.02.05.2 Plans

A set of conceptual scroll plans showing the horizontal and vertical geometry for the highway construction has been prepared in Microstation V8. Files are available in electronic format on ProjectWise.

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2.07.02.05.3 Cross-Sections

Field-surveyed cross-sections were not taken. Conceptual cross sections were prepared for the mainline and intersecting streets on the basis of the terrain model surface for the baseline, typical section and profile shown on the plans. These cross sections are being provided in electronic format on ProjectWise for informational purpose only. The Design-Builder must perform field-run cross-sections to complete design and construction activities to address design and/or construction issues and provide clarification where necessary. Cross-sections showing existing and proposed ground must be prepared by the Design-Builder using the appropriate computer software.

2.07.02.05.4 Geotechnical

The Administration has obtained foundation soils borings and infiltration tests at selected locations along the project corridor and performed laboratory testing of the samples. The boring logs and laboratory test data are included on ProjectWise.

The Administration has performed a geotechnical survey and topsoil testing. Results of the survey and laboratory test data are included on ProjectWise.

These studies were performed with reasonable care and recorded in good faith. The Administration considers the information Engineering Data and will stand behind its accuracy at the location it was taken. The Administration assumes no responsibility in respect to the sufficiency of the studies for design. The Design-Build Team will need to perform additional geotechnical testing and analysis to complete the project. The Design-Build Team is responsible for performing a complete geotechnical program including additional borings, sampling, in-situ and laboratory testing, analysis, and design, as necessary to complete design and construction.

2.07.02.05.5 Utilities

All utility data of which the Administration is aware is reflected on the survey information. The Administration has had a utility designating service locate some of the underground utilities which identified the existence of the utility at its horizontal location. Additional utility data was obtained using as-built plans. How the different data was obtained will be noted in the files. Inaccuracies in information regarding the locations of an underground utility based on utility designation information shall be considered material only if the utility's actual centerline location is more than three (3) feet distant from the horizontal centerline location shown in that information, without regard to vertical location. Additional utilities may be present in the area. No test pits were conducted. Therefore, some of the data may not be accurate, especially the vertical references. The Design-Builder is responsible for obtaining all information that will be required to complete the roadway design and

construction. The Administration has conferred with the utility companies with facilities in this area concerning the potential impact of this roadway construction. The Design-Builder must coordinate and cooperate with other contractors that are expected to be relocating utilities during the construction of this Project. The Design-Builder is responsible for determining the status of all designs and relocations and for identifying all additional required relocations and for coordinating the design and construction of the utilities with the design and construction of the roadway improvements of this Project.

The Design-Builder will be responsible to obtain any additional utility data it determines necessary for design and construction of the project.

2.07.02.05.6 Right of Way

It is anticipated that the total right-of-way clearing will be October 1, 2016. The Administration will clear right-of-way in a phased approach to facilitate advanced utility relocations beginning along MD 404 from US 50 to STA 112+00 RT. The second phase will include the property along MD 404 near Norwich Creek (STA 333+00 LT). The remainder of the right-of-way will be cleared by October 1, 2016.

The Design-Builder may prepare design plans, permit applications, and any other engineering documentation related to the project in advance of the right-of-way clear date. The Design-Builder may begin construction activity only on plans where the disturbance is entirely contained within right-of-way certified by the Administration to be in SHA's possession. The Design-Builder may not proceed with construction on any properties not within SHA possession until such time as the Administration issues a Right-of-Way Certification stating that right-of-way is clear for the construction package. The Administration may issue multiple Right-of-Way Certifications throughout the acquisition process. The Right-of-Way Certification(s) will only list those properties which have been cleared at the time of issuance.

The Design-Builder may revise the roadway alignment and other details of the project to alter the limits of construction or disturbance, subject to environmental constraints, but all construction must be contained within the Right of Way. The Design-Builder will be responsible for acquiring, at its expense, all other rights in land needed for construction staging, yarding, construction, or otherwise.

2.07.02.05.7 Permits

The following permits and/or approvals are anticipated to be required for this project:

- Stormwater Management and Erosion and Sediment Control Permit (from SHA-Plan Review Division)
- Groundwater Appropriation Permit (from MDE)

- National Pollutant Discharge Elimination System Permit (from MDE)
- Nontidal Wetlands & Waterways Permit and Section 404 Individual Permit (from MDE and USACE)
- Reforestation Law Approval (from DNR)

Status of Stormwater Management and Erosion and Sediment Control Review:

A Stormwater Management (SWM) concept design was developed by the Administration to establish Right of Way needs and to demonstrate to SHA-Plan Review Division (PRD) that all of the SWM needs of the project can be met within that right-of-way. The design is currently under review by SHA-PRD. Approval of the concept SWM report is anticipated to be issued prior to the Technical Proposal Due Date. The Design-Build team is responsible to finalize the SWM design and obtain the final approvals.

No erosion and sediment control design has been developed by the Administration. The Design-Build Team is responsible for the preparation of final Erosion and Sediment Control Plans and obtaining final approvals.

Status of National Pollutant Discharge Elimination System Permit:

The Administration has submitted a Notice of Intent form to MDE to complete the public notice period. The public notice period was completed on *Month Day, Year*. The ultimate responsibility of submitting any amendments thereto shall be on the Design-Builder. Any delays resultant of obtaining NOI amendments will be the sole responsibility of the Design-Builder.

Status of Nontidal Wetlands & Waterways Permit and Section 404 Individual Permit:

A permit was issued in March 2009 (NAB-2007-08723) for the MD 404 Corridor Study. The Administration has applied for a Permit Modification for the impacts based upon the proposed activities in the conceptual plans that are part of this RFP. SHA anticipates approval from MDE and the ACOE prior to January 7, 2016. Any impacts that are outside the current LOD or are in excess of the current assessment will have to be permitted by the Design-Builder. In such cases, the Design-Build Team is responsible for the complete process of preparing the documentation for these approvals and submitting this information to SHA- Environmental Programs Division, who will then submit the modification request to the appropriate agency for approval.

Any resultant delays or changes to schedules or costs, whether direct, indirect or consequential, arising out of changes to the approved permit will be the responsibility of the Design-Builder.

Status of Reforestation Law Approval:

It is anticipated the Administration will receive the Reforestation Law Approval from DNR prior to January 7, 2016 for the impacts for this project

based upon the proposed activities in the conceptual plans that are part of this RFP (See Reforestation Law Approval contained in this RFP). Any impacts that are outside the current LOD or are in excess of the current assessment will have to be permitted by the Design-Builder. In such cases, the Design-Build Team is responsible for the complete process of preparing the documentation for these approvals and submitting this information to SHA-Landscape Operations Division, who will then submit the modification request to DNR for approval.

Any resultant delays or changes to schedules or costs, whether direct, indirect or consequential, arising out of changes to the approved permit will be the responsibility of the Design-Builder.

2.07.03 RFP Package

The following materials are being provided to all prospective proposers:

A. Request for Proposals.

The following materials are being provided in electronic format on ProjectWise. This material is considered Engineering Data and the Administration will stand behind its accuracy unless otherwise specified in the contract documents.

B. Survey/Topographic Files

- Topographic files
- Text files
- Existing Contour files
- Triangle files
- Environmental Features file
- Existing Surface files
- Intergraph Output/Coordinate files

C. Utility Files

- Utility designation files

D. Right-of-Way

- Existing Right-of-way file
- Work Map files
- Proposed Right-of-Way Line file
- Right-of-way Plats

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E. Reforestation Impact Plans & Wetland Plates

- Forest Impact Plans
- Forest Impact Design Files
- Wetland Impact Plates
- Wetland Impact Plates Design Files
- Wetland Delineation Memorandum
- Original ACOE Permit

F. Appendices

- Pavement Details
- Pavement and Geotechnical Data
- Existing and Proposed Traffic Data
- Traffic Control Device Design Request
- Soil Laboratory Test Results

The following materials are being provided in electronic format on ProjectWise. This material is considered Conceptual and the Administration makes no representation regarding its accuracy.

G. Conceptual Plan Sheets

- Conceptual Roadway Scroll Plans
- Conceptual Structural Plans
- Conceptual Cross Sections

H. Conceptual Plan Design Files

- Roadway Design Files
- Horizontal Baseline
- Vertical Alignment file
- Shading file
- Border files
- Conceptual_Potential SWM area files
- Conceptual Cross Section files

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- InRoads Files
- Conceptual Drainage files

I. As-Built Plans

The following materials are being provided in electronic format on ProjectWise. This material is considered necessary for the Design-Build Team to submit a Technical Proposal, prepare a Price Proposal and/or finalize their designs.

J. Environmental Documents

- Environmental Reevaluation of the FEIS
- Noise Abatement Report
- Hazardous Material Survey Report

K. Utility Concept Plans

- Utility Relocation Concept Plans

L. Stormwater Management and Surface Drainage Information

- NOI Form (and attachment)
- Concept Stormwater Management Report (.pdf file)
- BMP Checklists and As-Built Certification Formats
- SWM Report Format Guidelines
- SHA BMP Identification Form
- Water Quality Summary Sheet Format and Definitions
- Geotextile Guidelines
- Maryland State Highway Administration Stormwater Management Site Development Criteria, prepared by Highway Hydraulics Division, Revised June 2011.

In general, the Microstation files included on the ProjectWise are in conformance with the MDSHA Microstation V8 CAD Standards Manual.

It is likely that most Proposers will use plot drivers that differ from the drivers used to produce the provided plans. Some of the drawings screen existing features through level symbology color 250. The manipulation of the drawing files to produce any requirements (as found elsewhere in the RFP) for as-built plans will be the responsibility of the selected Design-Builder.

Proposers are also provided with a file index provided on Projectwise. The file is a Word Document describing all the files and files names as outlined above.

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2.07.04 Description of Work

2.07.04.1 Engineering/Construction Services

The required engineering and construction services to be provided by the Design-Builder will include, but not be limited to:

- Roadway Design and Construction.
- Structural Design and Construction for All Bridges, Culverts, and any and all other incidental structures specifically required for this project.
- Hydraulic Analysis, Design, Construction and Agency Approval for Specific Structures identified in the Contract Documents.
- Temporary and Permanent Signing, Lighting, and Pavement Marking Design and Construction.
- Roadside Landscape Planting, Stormwater Management Landscape Planting, Reforestation Design and Construction of the aforementioned.
- Utility Coordination for utility modifications regardless of whether designed and/or constructed by the Design-Builder.
- Geotechnical Engineering.
- Storm Water Management (SWM) Design, Approvals, Construction and As-Built Certification.
- Erosion and Sediment Control (E&S) Design, Implementation and Approvals (including NPDES Approvals).
- Removal and Disposal of Existing Buildings
- Engineering Studies and Reports required to meet the contract or permit requirements or to address any comments from the Administration or other agencies related to meeting or modifying the contract or permit requirements.
- General Coordination with Administration.
- Additional Data Collection (includes surveying, geotechnical, etc.).
- Produce Required Deliverables.
- Environmental Permit Activities (including obtaining permits as described herein).
- Community Relations as defined in TC 3.21 – Public Outreach Performance Specification.

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- Traffic Control Design and Implementation including the preparation of a Transportation Management Plan (TMP).
- Maintenance of project site(s) including mowing, watering, and dust control.
- Obtaining all required permit modifications from the appropriate regulatory agencies for any additional impacts to roadside trees, stormwater management, erosion and sediment control, or any other impacts not authorized by the original permits.
- Implementation of any required mitigation or remediation for additional impacts not included in the permit or due to any non-compliance with the permit conditions.
- Any other items required to successfully complete the project.

TC 2.08 PROPOSAL SUBMISSION REQUIREMENTS

2.08.01 Responsibilities of the Proposers

2.08.01.1 Review of RFP and Plans

Before submitting a proposal, the Prospective Proposer is responsible for examining the RFP and materials furnished to each Prospective Proposer. The Prospective Proposer is responsible for all site investigation and preliminary design necessary to submit proposals and accept responsibility that their Technical Proposal and Price Proposal is sufficient to complete all design and construction.

2.08.01.2 Site Investigation

The Administration is acquiring the Right of Way necessary to construct this project. All necessary Right of Way may not be acquired prior to Notice to Proceed. **As of the issuance of this RFP, the Administration has not advanced sufficiently in this process to permit Design-Builder's to inspect all of the project site. The Design-Builder is permitted to inspect the portions of the of the project site within the Administration's Existing Right-of-Way.** The Design-Builder invited to submit a Price Proposal must first examine all of the project site that is under Administration control. Examination of all other areas must be arranged with the owner.

The Prospective Proposer is solely responsible for all site conditions discoverable from a reasonable site examination. A reasonable site examination includes all utility and/or geotechnical investigation that the Prospective Proposer determines is necessary to properly price the Work. If the Prospective Proposer determines, before submission of the proposals, that additional utility designation, geotechnical and/or subsurface investigation or analysis are necessary to properly price the Work; it is the responsibility of the Prospective Proposer to perform such investigation and analysis at its expense. The Administration has performed a preliminary utility designation and geotechnical survey of the project site. The boring logs and test results

have been included in the project files. The utility information is included in the data provided including utility test hole data included on ProjectWise. It is the Proposer's responsibility to verify that information as part of its utility and/or geotechnical investigation. The Technical Proposal and Price Proposal submission will be considered conclusive evidence that the Prospective Design-Build Team has determined that it has performed a reasonable site investigation to submit Technical Proposal and Price Proposal, necessary to design and construct the project.

All subsurface investigations performed by the Prospective Proposer, including sampling and laboratory testing, shall be performed by a Geotechnical firm experienced in subsurface investigations and in accordance with the 1988 AASHTO Manual on Subsurface Investigations, AASHTO Standards, the Maryland State Highway Administration Standard Specifications for Subsurface Explorations, MSMT Standards, the Maryland State Highway Administration Book of Standards for Highway and Incidental Structures, and ASTM Standards. The Prospective Proposer shall be responsible for utility clearance and any traffic control required for his investigation. The Prospective Proposer shall submit all Maintenance of Traffic concepts related to site investigation to the SHA District 2 Traffic Division for approval. Any investigative methods that pose a safety threat to the traveling public shall not be used. Any borings taken in roadway or shoulder areas shall be backfilled before the area is re-opened to traffic. The Prospective Proposer shall restore to its current condition, any area of the site disturbed by his site investigation operations. If the Prospective Proposer encounters any abnormal conditions that indicate the presence of hazardous materials or toxic waste during his site investigation, he shall immediately suspend work in the area and notify the Administration. A Geotechnical Engineer who is registered in the State of Maryland shall supervise all subsurface investigations conducted by the Design-Builder.

2.08.01.3 Utility Coordination

Prior to submitting a Price Proposal, the Prospective Proposer must conduct utility research and coordination with all utility companies along with additional site research to determine:

a. What utility relocation work is planned, what is the status and anticipated schedule impact of this work.

b. What utility facilities actually exist within the project limits.

c. What additional utility relocation work must be included in their design and impact to the schedule that will result from the Design-Builder's activities.

d. What permitting modifications result from additional utility relocations.

The Price Proposal must represent a thorough consideration of these elements.

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2.08.01.4 Additional Surveys

The Prospective Proposer may require additional survey or topographic information (including utility locations). The Design-Builder must account for these services within their project schedule and design submittals. It is the responsibility of the Prospective Proposer at its expense to obtain all additional information and the Administration accepts no responsibility for the lack of this information.

2.08.01.5 Duty to Notify if Errors Discovered

Proposers shall not take advantage of any error, omission, or discrepancy in the RFP or related materials, including all project information. If a Proposer discovers such an error, omission or discrepancy, he shall immediately notify the Administration in writing; failure to do so notify shall constitute a waiver of any claim based upon such error, omission, or discrepancy. After such notification, the Administration will confirm or modify the RFP in writing as the Administration determines may be necessary to fulfill the intent of the RFP.

2.08.02 Pre-Submittal Requirements

2.08.02.1 Mandatory One-On-One Meetings

The Administration will require mandatory one-on-one meetings with the Reduced Candidate List (RCL). The purpose of these meetings will be to discuss issues and clarifications regarding the RFP and/or the Proposer's potential Alternative Technical Concept (ATC) submittals. The Administration reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent the Administration determines that, in its sole discretion, such disclosure would impair the confidentiality of an ATC or would reveal a Proposer's confidential business strategies. Each meeting will be held independently with each Prospective Proposer on the RCL. The Administration intends to schedule two rounds of these meetings on January 27-28, 2016 and on February 17-18, 2016.

The one-on-one meetings are subject to the following:

a. The meetings are intended to provide Proposers with a better understanding of the RFP.

b. The Administration will not discuss any Proposal or ATC with any Proposer other than its own.

c. Proposers are not permitted to seek to obtain commitments from the Administration in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

d. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and

no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

The Administration reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings which require addenda to the RFP. The Administration, however, will not disclose any information pertaining to an individual Proposer's Proposal, ATCs, or other technical concepts to other Proposers.

2.08.02.2 Letter of Interest

A Letter of Interest (LOI), on official letterhead of the Design-Build Team, notifying the Administration whether or not the DB Team intends to submit a Price Proposal must be delivered no later than **March 28, 2016 prior to 12 noon** (EST). The LOI must be delivered to the following email address:

AW896_MD_404@sha.state.md.us

The LOI must be signed by individual(s) authorized to represent the Major Participant firm(s) and the lead Constructor firm(s). A Major Participant is defined as the legal entity, firm or company, individually or as a party in a joint venture or limited liability company or some other legal entity, that will be signatory to the Design–Build Contract with the Administration. Major Participant(s) will be expected to accept joint and several liability for performance of the Design–Build Contract. Major Participants are not design subconsultants, construction subcontractors or any other subcontractors to the legal entity that signs the Design–Build Contract.

If the Design–Build contracting entity will be a joint venture, or some other entity involving multiple firms, all Major Participant firms involved must have an authorized representative sign the LOI.

2.08.02.3 Communications During Proposal Preparation

The Procurement Officer is the Administration's single contact and source of information for this procurement.

The following rules of contact will apply during the Contract procurement process, which begins upon the submittal of the RFP, and will be completed with the execution of the Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

1. Section 11-205 of the State Finance and Procurement Article, Annotated Code of Maryland, prohibits and penalizes collusion in the State procurement process.

2. Unless otherwise specifically authorized by the Procurement Officer, a Proposer may contact the Administration only through the Procurement Officer and only in letter format via e-mail and not orally. The Proposer's contacts with the Administration shall be only through a single representative authorized to bind the Proposer.

3. The Procurement Officer normally will contact a Proposer in writing through the Proposer's designated representative.

4. Neither a Proposer nor its agents may contact Administration employees, including Administration heads, members of the evaluation committee(s) and any other person who will evaluate proposals, regarding the project, except through the process identified above.

5. Any contact by a Proposer determined to be improper may result in disqualification of the Proposer.

6. The Administration will not be responsible for or bound by: (1) any oral communication, or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Procurement Officer.

All requests for additional information or clarification of the RFP and any other communication concerning this project shall be submitted via e-mailed with return confirmation receipt. No verbal requests or personal visits will be honored. All written contacts shall be addressed to the Procurement Officer:

Mr. Jason A. Ridgway, Director
Office of Highway Development
State Highway Administration
e-mail address: AW896_MD_404@sha.state.md.us

Only e-mailed inquires will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered. The Administration will deliver copies of each question and response to all Proposers by e-mail. Each Proposer must acknowledge receipt of the e-mail communication. The Administration may rephrase questions as it deems appropriate and may consolidate similar questions. Multiple responses are anticipated. The last response will be posted not later than 7 days prior to the Proposal due date.

Only requests received by 4:00 p.m. EST on **March 21, 2016** will be addressed. Questions will not be accepted by phone. Questions, only from the primary or secondary contact, must include the requestor’s name, telephone number, e-mail address, and the Proposer he/she represents.

2.08.02.4 Addenda

Interpretations, clarifications or modifications to this RFP will be made by Addenda. Only interpretations, clarifications and answers to the questions included in Addenda or such writings shall be binding on the Administration.

2.08.02.5 Request for Information (RFI)

Responses to all RFI's not part of an addendum, will be provided through email and shall be considered contractually binding. The Administration will provide a comprehensive list of questions and answers to the Reduced Candidate List 7 days prior to the Technical Proposal due date.

2.08.02.6 Substitutions

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal after it has been placed on the Reduced Candidate List, its organization, and Key Staff identified in the Statement Of Qualifications (SOQ), must remain intact for the duration of the procurement process. A Proposer may propose substitutions for participants after the SOQ submittal; however, such changes will require written approval by the Administration, which approval may be granted or withheld in the Administration's sole discretion. Requests for changes must be made in writing no later than thirty (30) calendar days prior to the due date for submittal of Proposals.

2.08.02.7 Compliance with Applicable Law

In connection with this RFP and the Contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and in the performance of the Contract.

2.08.02.8 ATC Submittal and Review

TC Section 2.08.02.8 through 2.08.02.13 set the process for the submittal and review of Alternative Technical Concepts (ATC) that conflict with the requirements for design and construction of the project, or otherwise require a modification to the technical requirements of the project. The process is intended to:

- Allow Proposers to incorporate innovation and creativity into the Proposals.
- Allow the Administration to consider Proposer ATCs in making the selection decision.
- Avoid delays and potential conflicts in the design associated with deferring of reviews of ATCs to the post-award period.
- Obtain the best-value for the public.

ATCs eligible for consideration hereunder are limited to those deviations to the requirements of the as-issued Contract Documents that result in performance and quality of the end product that equal to or better than the performance and quality of the end product absent the deviation, as determined by the Department at its sole discretion. **Equal to or better ATCs that include the application of practical design alternatives that will advance the project goals without**

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compromising the performance, quality, and safety of the end product are encouraged.

A concept is not eligible for considerations as an ATC if, in the Administration's sole discretion, it is premised upon or it would require:

- A reduction in project scope, performance, or reliability.
- The addition of a separate Administration project to the Contract (such as expansion of the scope of the project to include additional roadways).
- An increase in the amount of time required for Substantial Completion or Contract Time.

Any ATC that, if implemented, would require further environmental evaluation or permit modifications for the project, may be allowed, provided that the Proposer bears the schedule and cost risk associated with such additional environmental reevaluation or permit modifications. If the Proposer is not able to obtain the approvals necessary to implement the ATC, the Proposer is obligated to develop the project in accordance with existing approvals and without additional cost or extension of time.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if the concept would be considered an ATC by the Administration, the Administration recommends that the Proposer submit such concept for review as an ATC. The Proposer is also encouraged to submit standards or specifications that are approved for usage by other state Departments of Transportation as ATCs. If a concept is submitted as part of the Technical Proposal that the Administration considers to be an ATC, and the Proposer has not received prior ATC approval, the Proposer may be required to revert back to the RFP requirements if selected.

The Proposer may submit an ATC for review by the Administration on or before **March 1, 2016 at 4:00 p.m.** (prevailing local time). Inquiries received after that date and time will not be accepted.

All ATCs shall be submitted in writing via email only to AW896_MD_404@sha.state.md.us, with a cover letter clearly identifying the submittal as a request for review of an ATC. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the Administration

The Administration will review each ATC submitted. If an ATC is summarily approved or not approved, the Administration's comments will inform the Proposer that its technical concept appears to be generally acceptable, or the Administration will identify areas in which the approach appears to be incompatible with the project goals and requirements. If the Administration needs more information to determine whether or not the ATC will be approved or not approved, the Administration will submit written questions to the Proposer and/or request a one-on-one meeting in order to better understand the details of the ATC. The Administration may conditionally approve an ATC based on required revisions to a portion or portions of the ATC.

If an ATC is not approved or conditionally approved and the Proposer feels that the non-approval or the conditions for approval were due to an incorrect

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conclusion on the part of the Administration, it may re-submit the ATC for one additional review via email only to AW896_MD_404@sha.state.md.us. If a re-submittal is made, it shall be accompanied by a cover letter clearly identifying such submission as an ATC submitted for an additional review. Resubmission of an ATC will not entitle the Proposer to an extension of the Proposal due date.

The Proposer shall advise the Administration in its ATC if it believes a one-on-one meeting is appropriate.

The Administration will return its approval, non-approval, conditional approval, or additional questions pertaining to any specific ATC no later than two weeks after receipt of that ATC. If the Proposer does not receive a return response from the Administration within two weeks of the Administration's receipt of the ATC, the Proposer shall presume that the Administration has rejected the ATC. The non-approval of an ATC will not entitle the Proposer to an extension of the Proposal due date.

2.08.02.9 Content of ATC Submittal

Each ATC submittal shall include a sequential ATC number and shall include the following:

A) Description: Detailed descriptive information and other appropriate information as appropriate such as conceptual drawings, production details, standards, specifications, and a traffic operations analysis.

B) Location: The locations where, and an explanation of how, the ATC will be used on the Project.

C) Maintenance: Any change in routine maintenance requirements associated with the ATC, including ease of maintenance.

D) Design Life: Any change in the anticipated design life of the item(s) comprising the ATC.

E) Time Savings: Any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including, as appropriate, a description of method and commitments.

F) RFP References: 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. Any requested deviation from the requirements from the RFP related to the ATC must be listed in this section.

G) Analysis: The analysis justifying the use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed.

H) Potential Impacts: A preliminary analysis of potential impacts (both during and after construction) including but not limited to user impacts, Right-of-Way, geotechnical, utilities, environmental permitting, local community, safety, and life-cycle project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation.

I) Other projects: A description of other projects on which the ATC has been used, the degree of success or failure of such usage, and the names and contact information (including telephone numbers and e-mail addresses) of project owner representatives who can confirm such statements.

J) Added Administration Risk: A description of added risk to the Administration or third parties associated with implementing the ATC.

K) Added Design-Builder Risk: A description of added risk to the Design-Builder associated with implementing the ATC.

L) Additional Costs: An estimate of any additional Administration, Proposer, or third-party cost associated with implementation of the ATC.

M) Price Proposal Adjustment: An estimate of the Price Proposal adjustment should the ATC be approved and implemented.

N) Equal or Better: An analysis of how the ATC is equal or better in quality and performance than the requirements of the Contract Documents and how it would advance the project goals, as applicable.

O) Miscellaneous: Any additional information that would assist the Department in the review of this ATC.

2.08.02.10 Determination By The Administration

The Administration will make one of the following determinations with respect to each properly submitted ATC:

A) The ATC is acceptable for inclusion in the Proposal.

B) The ATC is not acceptable for inclusion in the Proposal.

C) The ATC is conditionally approved in its present form and may be included in the Proposal upon satisfaction, in the Administration's sole discretion, of identified conditions, clarifications, or modifications.

D) The ATC is not acceptable in its present form, but may be acceptable upon satisfaction, in the Administration's sole discretion, of certain identified conditions (such as additional information and/or a one-on-one meeting) which must be met or clarifications or modifications that must be made through a submittal of a revised ATC.

E) The submittal does not qualify as an ATC but may be included in the Proposal because it appears to be within the requirements of the RFP.

F) The Administration requires additional time to further review the ATC, and expects to provide a response to the Design-Builder on (Date).

Approval of an ATC will constitute a change in the specific requirements of the Contract Documents associated with the approved ATC and for that specific Proposer. Should the Design-Builder be unable to obtain required approvals for any ATC incorporated into the Contract Documents, or if the concept otherwise

proves to be infeasible, the Design-Builder will be required to conform to the original RFP requirements. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the Administration's determinations regarding acceptability of ATCs.

2.08.02.11 Incorporation Into Proposal

Proposer may incorporate zero, one or more pre-approved ATCs into its Proposal including conditionally approved ATCs. If the Administration responded to an ATC by identifying conditions to approval, those conditions become part of the Contract Documents. Copies of the ATC submittal and the Administration's ATC approval letters for each incorporated ATC shall be included in the Proposal. Proposals with or without ATCs will be evaluated against the same technical evaluation factors, and the inclusion of an ATC, including an ATC that provides technical enhancements, may or may not receive a higher technical rating.

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

2.08.02.12 ATC Confidentiality

ATCs properly submitted by a Proposer and all subsequent communications regarding its ATCs will be considered confidential. If a Proposer wishes to make any announcement or disclosure to third parties concerning any ATC, it shall first notify the Administration in writing of its intent to take such action, including details as to date and participants, and obtain the Administration's prior approval to do so.

2.08.02.13 One-On-One Meetings

Prior to or after submission of ATCs, the Administration may conduct one-on-one meetings with a Proposer to gain information or a better understanding regarding its ATC and to discuss issues and clarifications regarding the ATC. The Administration reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings. However, the Administration will not disclose any information pertaining to an individual Proposer's ATCs or other technical concepts to other Proposers.

2.08.03 Proposal Delivery Formalities

2.08.03.1 Organization of Proposal Submittals

Prospective proposers shall organize submittal of their Technical Proposal and Price Proposal to match the organization specified in this RFP.

a. Separate Proposal Packages

Proposal submissions shall consist of two separate sealed packages, a Technical Proposal as described in TC Section 2.09 and a Price Proposal as described in TC Section 2.10.

b. Technical Proposal

The Technical Proposal may be submitted in container(s) of the Prospective Proposer's choice provided that the material is neat, orderly, and incapable of inadvertent disassembly. Technical Proposal shall be submitted and bound using a three (3) ring binder with all pages are numbered consecutively. Each container shall be clearly marked as follows:

Prospective Proposer's Name

Technical Proposal

MD 404 – US 50 to East of Holly Road
Contract No. AW8965170

Container ____of _____

c. Location and deadline for submittal of Technical Proposal Submittal

Technical Proposals must be delivered no later than **April 4, 2016 prior to 12 noon** (EST). The proposal must be delivered to the following location:

Office of Procurement and Contract Management
Fourth Floor, C-405
707 N. Calvert Street
Baltimore, Maryland 21202

d. Number of Copies

One original and eight (8) copies of the complete Technical Proposal shall be submitted along with one (1) electronic copy PDF file on CD or flash drive and copies of the Proposer's ATCs and the Administration's ATC approval letters for each incorporated ATC.

e. Price Proposal

The Price Proposal shall be submitted on the Proposal Form supplied by the Administration and shall be delivered in a sealed envelope capable of holding 8½" x 11" documents without folding and clearly marked as follows:

Prospective Proposer's Name

Price Proposal

MD 404 – US 50 to East of Holly Road
Contract No. AW8965170

Container ____of _____

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f. Proposal Guaranty

The Proposal Guaranty shall be delivered with the Price Proposal in a sealed business-sized envelope clearly marked as follows:

Prospective Proposer's Name

Proposal Guaranty

MD 404 – US 50 to East of Holly Road
Contract No. AW8965170

g. Location and deadline for submittal of Price Proposal Submittal

Price Proposals must be delivered no later than **April 12, 2016 prior to 12 noon** (EST). The proposal must be delivered to the following location:

Office of Procurement and Contract Management
Fourth Floor, C-405
707 N. Calvert Street
Baltimore, Maryland 21202

h. Number of Copies

A single original of the Proposal Guaranty and a single original of the Price Proposal shall be submitted as specified in this section. The Lump Sum Cost Breakdown as outlined in TC Section 7.10 and the signed Stipend Agreements shall also be submitted with the Price Proposal.

2.08.03.2 Effect of Submitting Proposal

Signing of the Design-Build Proposal Submission Form and Price Proposal Form, and delivery of the Proposal represents (a) an offer by the proposer to perform the Work for the Price submitted within the time(s) specified in accordance with all provisions of this RFP and (b) the Prospective proposer's agreement to all the provisions of the RFP and Contract governing requirements and procedures applicable through execution of the Design – Build Contract. **The Technical Proposal will become part of the Design – Build Contract.**

By so signing the above referenced terms and by delivering the Proposals, the Prospective Proposer makes the following affirmative representations.

a. The Proposer has reviewed all documents and undertaken all investigations that could significantly impact the cost, timeliness, quality, or performance of the Work. Specifically, the Proposer has (a) carefully examined the RFP and all documents included or referenced therein, (b) carefully examined all available reports and data related to subsurface conditions, (c) become familiar with all applicable federal, state and local laws and regulations, (d) visited the site and made all reasonable visual investigations, and (e) correlated the information obtained from the above examinations and investigations.

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b. The Proposer has given the Administration written notice of all errors, omissions, or discrepancies in the RFP in accordance with Section TC 2.08.01.

c. The Proposer has determined that the RFP are generally sufficient to convey an understanding of all terms and conditions that could significantly impact the cost, timeliness, quality, or performance of the Work.

2.08.03.3 Withdrawals and Resubmittals of Proposals

A proposer may withdraw Proposals after delivery, provided the request for such withdrawal is made in writing or in person before the date and time set for submission of Proposals. The proposer may revise and resubmit a Proposal so withdrawn before said date and time.

2.08.03.4 No Public Opening

There will be no public opening of Proposals. After the Proposal Date, all Proposals will be opened in the presence of two or more Administration employees and reviewed for completeness. A register of Proposals will be prepared that identifies each Proposer.

Neither the identity of any Proposer nor the register of Proposals will be publicly disclosed until after the Procurement Officer makes a determination recommending award of the Contract.

TC-2.09 TECHNICAL PROPOSALS

General: The Technical Proposal submittal shall contain concise narrative descriptions and graphic illustrations, drawings, charts, plans and specifications that will enable the Administration to clearly understand and evaluate the capabilities of the Design - Build team and the characteristics and benefits of the proposed solutions. The verbiage used in each Proposal will be interpreted and evaluated by the Administration based on the level of commitment provided by the Proposer. **No consideration will be given to tentative or ambiguous commitments.** For example, phrases containing “we may”, “we are considering”, “we could” or similar language will not be considered in the evaluation process because they do not indicate a firm commitment by the Design-Builder.

No Price Information: No price information of any kind shall be included in the Technical Proposal submittal.

Proposal Organization: Organization of the Technical Proposal shall comprise six parts, meet the specified page limitation, and correspond to the outline as follows:

- Cover Letter
- Schedule
- Safety and Mobility
- Customer Satisfaction

- Legal and Financial Information
- Appendix

Format:

- Paper. The Technical Proposal submittal shall be submitted on 8.5”-by-11” paper printed back to back where practical. Charts, exhibits, and other illustrative and graphical information may be on 11”-by-17” paper, but must be folded to 8.5”-by-11”, with the title block showing. An 11”-by-17” sheet will be considered only one page.

- Type Font and Margins. The type face of all narrative text shall be at least 12-pt, either Arial or Times New Roman font, and all page margins must be at least ½” from sides and 1” from top and bottom. All pages shall be sequentially numbered not including the cover letter.

- Page Limits. The Technical Proposal submittal shall be limited to the number of pages defined below. No page limit will be imposed on the appendices, although the size of the appendix should be kept within reason.

- Finding tools, such as tables of contents and page dividers shall be utilized to make the submittals easily usable.

2.09.01 Cover Letter (Limit 2 Pages)

The cover letter includes mandatory information requirements. The Cover Letter will not be part of the evaluations.

The cover letter must be addressed to the Procurement Officer:

Mr. Jason A. Ridgway
Director, Office of Highway Development

The submittal cover letter must be signed by individual(s) authorized to represent the Major Participant firm(s) and the Lead Construction firm(s). A Major Participant is defined as the legal entity, firm or company, individually or as a party in a joint venture or limited liability company or some other legal entity, that will be signatory to the Design–Build Contract with the Administration. Major Participant(s) will be expected to accept joint and several liability for performance of the Design–Build Contract. Major Participants are not design subconsultants, construction subcontractors or any other subcontractors to the legal entity that signs the Design–Build Contract.

If the Design–Build contracting entity will be a joint venture, or some other entity involving multiple firms, all Major Participant firms involved must have an authorized representative sign the cover letter.

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The cover letter shall include the following:

a. Names, main role and license or certification information of all Major Participant firms and the Lead Construction and Design firms if not a Major Participant firm, and other firms that are now being committed to the Design–Build team. You must include at least your Lead Constrution firm and your Lead Design firm in the Design–Build team at this time.

b. The primary and secondary individual contacts for the Major Participant firm(s) with address, phone number, and E-mail address where all communications from the Administration should be directed for this RFP phase.

c. Include an affirmative declaration that indicates to the best knowledge and belief of each Major Participant Firm, including the lead design firm if not a Major Participant firm, the information supplied in the Technical Proposal is true and accurate.

d. Include a declaration that each Major Participant firm(s) and the Lead Design and Lead Construction firm, if not a Major Participant firm, are prepared to provide the necessary financial, material, equipment, labor and staff resources to perform the project.

e. Include a declaration by the Major Participants that signatories are affirming their intent to enter into a legal organization that shall constitute the Design-Build team.

f. Include a certification that the Design-Build Team is in compliance with State Ethics Laws prohibiting work on a matter in which a former State employee participated significantly as a State Employee for the duration of this contract.

g. Include a declaration that no portions of the SOQ Technical Evaluation Factor sections include confidential, proprietary information or trade secrets that should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Or include a declaration identifying which portions are considers confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed after award of the contract.

h. Include a declaration that all addenda have been received by the Proposer. The Proposer is alerted to their responsibility to confirm that all team members have received addenda. The Proposer is solely responsible to ensure that their team has the correct information.

i. Statement including the proposed legal structure of the Design–Build team.

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j. Include a general authorization for the Administration to confirm all information contained in the Technical Proposal submittal with third parties, and indicate limitations, if any, to such authorization.

As an attachment to the cover letter and excluded from the page limitation for this section, provide documentation that the Lead Design firm has Professional Liability Insurance.

2.09.02 Schedule (16 Pages Maximum) – CRITICAL

Goal: Schedule – Fully open four lanes to traffic and substantially complete construction by Thanksgiving 2017.

Value Statement: It is of the highest importance to the Administration that the project reaches the substantial completion milestone by November 21, 2017. The Design-Builder will demonstrate how it will achieve this schedule and minimize or eliminate risk to achieving the schedule.

A. Provide a detailed, overall description of the proposed approach to meeting the substantial completion milestone including sequencing and scheduling the project design and construction packages, the resources to be provided, and how of not meeting substantial completion is minimized and schedule criticality reduced. Include in your approach accelerated construction techniques and innovations that will reduce the schedule. – **CRITICAL**

B. Provide a conceptual earth disturbance area plan that outlines how the Proposer proposes to phase the project from an erosion and sediment control perspective to maximize protection of downstream resources and property from construction related sedimentation while meeting the substantial completion milestone. As part of the response, show how the ground disturbance will be consistent with the project grading unit requirements and what resources will be provided to grade and stabilize in a timely and quality manner and maintain the proper erosion and sediment control measures for the duration of the earth disturbing activities until stabilization is accomplished. – **SIGNIFICANT**

C. Provide an approach to how the Design-Builder will address permit acquisitions and permit modifications to minimize schedule risk to the project. Provide an approach to how the Design-Builder will address any changes to the environmental commitments and any NEPA document reevaluations to minimize schedule risk to the project. – **IMPORTANT**

D. Provide an approach to how the Design-Builder will provide quality management of the design and how it will coordinate the development of and involve the Administration in the project design to ensure the substantial completion milestone is achieved. – **IMPORTANT**

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2.09.03 Safety and Mobility (12 Pages Maximum) – SIGNIFICANT

Goal: Safety – Safe roadway with zero fatalities and serious injuries during and after construction.

Goal: Mobility – Minimize delay during and after construction.

Value Statement: Providing a safe roadway while minimizing delay both during and after construction is needed for the multiple users of the MD 404 roadway. The Design-Builder will demonstrate how it will achieve these goals.

A. Provide a plan demonstrating how the Design-Builder will safely maintain all traffic during the construction of the project while minimizing delay. Include necessary detours and closures required to meet the substantial completion milestone and the Design-Builder's access and mobility plan for performing the work. – **CRITICAL**

B. Provide the Design-Builder's incident management plan for crashes occurring within the project limits during construction and how notifications will be implemented. – **IMPORTANT**

C. Provide a plan demonstrating how the Design-Builder will provide for and accommodate safe access to and from all properties along MD 404 both during construction and after construction including for farm equipment. – **IMPORTANT**

D. Provide an approach demonstrating how the Design-Builder's project will minimize delay while maximizing safety to all roadway users in the build condition due to intersection controls and spacing. – **IMPORTANT**

2.09.04 Customer Satisfaction (6 Pages Maximum) – IMPORTANT

Goal: Customer Satisfaction – Receive 100% satisfaction from travelers along MD 404.

Value Statement: Communication and partnering with stakeholders that fosters problem-solving and a collaborative relationship with all stakeholders will be needed to achieve a successful project. The Design-Builder will demonstrate how it will achieve this goal.

A. Provide a Public Outreach Plan that the Design-Builder will implement as part of this project including keeping all roadway users and stakeholders

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informed of the project and its progress and satisfied both during and after construction. – **CRITICAL**

B. Provide a plan on how the Design-Builder will coordinate with property owners along the MD 404 corridor, with emergency services, and with schools and address and incorporate their feedback into the project. – **IMPORTANT**

2.09.05 Legal & Financial Information (Limit 1 Page Maximum, excluding copies of underlying team agreements)

The structure of the Legal and Financial information shall include:

A. Design - Build Team Organization. Briefly describe the proposed legal structure of the Design–Build Contractor and team, and provide copies of underlying agreement(s). Confidential price data may be excluded or eradicated from the organizational legal documents provided.

B. Liability, State whether Major Participant firm(s) who will be party to the prime Design-Build contract with the Administration will have joint and several liability, and how liability is being apportioned between other firms of the design- builder team. Provide documentation that you have met the requirements for Professional Liability Insurance including agreements between participants.

2.09.06 Appendix

Copies of all addenda letters and responses to RFIs issued by the Administration shall be included in the Appendix. Copies of the Proposer's ATCs and the Administration's ATC approval letters for each incorporated ATC shall be included in the appendix The Proposer may also include supporting information related to its Technical Proposal in the Appendix. This supporting information, however, **will not** factor into the evaluation ratings and is considered additional reference information by the Administration.

TC-2.10 PRICE PROPOSAL

2.10.01 General

Price Proposals will be accepted only from those Proposers invited by the Administration in writing to submit a proposal.

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Price Proposals shall be submitted on a lump sum basis, and shall include all design, detail, construction, labor, materials, and all incidentals necessary to complete the details and construction of this project.

Alternate bids utilizing foreign steel will not be allowed for this contract.

2.10.02 Wetland and/or Waterway Impact Reduction Incentive

See Section 3.20.08.04.03

2.10.03 Forest Impact Reduction Incentive

See Section 3.20.08.05.02

2.10.04 Erosion Sediment Control Incentive/Liquidated Damages Payment

The Design-Build Team is advised that both an incentive and a liquidated damage will be imposed on this contract related to their erosion sediment control and will be tied to the Quality Assurance Ratings. See Special Provisions 308.01.04, Quality Assurance Ratings contained within this RFP for the contract requirements.

2.10.05 Price Proposal Irrevocable

The Contractor's prices are irrevocable for 180 days following receipt of the Price Proposal.

2.10.06 Proposal Guarantee

The Contractor's proposal guarantee shall represent 5% of the Price Proposal amount in accordance with the provisions of GP 2.07.

2.10.07 Liquidated Damages

In the event a complete project is not provided by the calendar date, a liquidated damage will be charged in accordance with the provisions of GP 8.09. The dollar amount of liquidated damages is stated on page 44 of 46 in the Proposal Form of the Request for Proposals. The Administration will be the sole approving authority in determining when the project is considered a usable facility.

2.10.08 Contract Time

The Contract Time is the calendar date on page 44 of 46 in the Proposal Form of the Request for Proposals. This calendar date considers that the Notice to Proceed for the contract will be issued by the Administration on or before July 1, 2016. The calendar date will be the date where the Design-Builder has completed all work as required by the contract and will no longer have a presence within the highway Right-of-Way.

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TC 2.11 EVALUATION OF PROPOSALS, OPENING AND SELECTION

2.11.01 Best Value Process

The Technical Proposal will be evaluated on the pass/fail and technical evaluation factors identified in TC Section 2.09. An evaluation committee (Committee) will determine the pass/fail status and overall technical rating of each Proposal. Once the overall technical rating is determined for each Technical Proposal, the Price Proposal results will be provided to the Committee and a tradeoff analysis will be performed. The Evaluation Committee will prepare a recommendation to the Selection Official indicating which Proposal is the most advantageous to the State (i.e., represents the Best Value). The Selection Official, together with the Selection Committee, will then assess the Evaluation Committee's recommendation and make a final determination as to which Proposal is the most advantageous to the State considering the technical and price factors set forth in this document.

When determining which D-B Teams submittal is the most advantageous to the State, the Price Proposal will have a higher relative importance than the Technical Proposal.

2.11.02 Evaluation of Technical Proposals

The following elements of the Technical Proposal will be evaluated and rated on their content, accuracy and presentation.

- Schedule – **CRITICAL**
- Safety and Mobility – **SIGNIFICANT**
- Customer Satisfaction – **IMPORTANT**

The relative importance of the technical evaluation factors and subfactors, when noted, will be weighted based on the following criteria:

- Critical – Factors or subfactors weighted as Critical are approximately three times the relative importance of Important.
- Significant – Factors or subfactors weighted as Significant are approximately two times the relative importance of Important.

While some factors and subfactors may have more relative importance than others, all of the Administration's goals are necessary for project success. Proposers are cautioned not to overemphasize an approach of certain goals at the expense of other goals.

The following will be evaluated on a Pass/Fail basis and will be based on the clarity and completeness of information provided, as well as the stability and collective capabilities of the Design - Build team relative to this Project to perform as an integrated team. Each Proposal must achieve a rating of "Pass" on any "Pass/Fail" factor listed in Section 2.09 to receive further consideration. Failure to achieve a "Pass" rating on any "Pass/Fail" factor will result in the Proposal being rated UNACCEPTABLE, the Price Proposal will not be rated and the Proposer will be disqualified.

- Legal & Financial Information

2.11.02.1 Other

The pass/fail requirements include provision of all required forms included in the Proposal Package, properly completed and signed (if required).

2.11.02.2 Technical Proposal Evaluation Committee

The Administration will assemble Evaluation Teams and an Evaluation Committee consisting of key staff from appropriate offices within the Administration. The Evaluation Teams and Evaluation Committee will review the Technical Proposals to verify that all requirements of the RFP have been met, and to evaluate the proposals based on the evaluation factors.

2.11.02.3 Evaluation Process

Each Technical Proposal will be broken down into individual Evaluation Factor sections. Each Evaluation Team will only be given the section or sections for each specific Evaluation Factor or Factors they are rating and not the Technical Proposals in its entirety. Evaluations will be limited to the information provided in the specific Evaluation Factor section and will not consider information provided in other sections. Each Leader of the Evaluation Team will be part of the Evaluation Committee with other appropriate key staff within the Administration. This Evaluation Committee will review each Evaluation Factor and determine an overall Technical Rating for each Proposer.

2.11.02.4 Evaluation Results

The technical evaluation factors and the overall Technical Proposal will be rated by and adjectival (qualitative/descriptive) method. The following adjectival ratings shall be used in evaluation of each technical evaluation factor and the overall technical rating of the Proposal:

EXCEPTIONAL: The Proposer has demonstrated a complete understanding of the subject matter and the Proposal advances the Project goals to an exceptional level. The Proposal communicates an outstanding commitment to quality by a highly skilled team in all aspects of the Work. The Proposal outlines a strong approach to mitigating project specific risks and inspires confidence that all contract requirements will be met or exceeded. The Proposal contains significant strengths and minor weaknesses, if any.

GOOD: The Proposer has demonstrated a strong understanding of the subject matter and the Proposal advances the Project goals to a high level. The Proposal communicates a commitment to quality by an experienced

team in all aspects of the Work. The Proposal defines an approach to mitigating project specific risks with little risk that the Proposer would fail to meet the requirements of the contract. The Proposal contains strengths that outweigh weaknesses.

ACCEPTABLE: The Proposer has demonstrated an adequate understanding of the subject matter and the Proposal meets the Project goals. The Proposal communicates a commitment to quality Work by a qualified team. Project specific risks have been identified and the Proposer has a reasonable probability of successfully completing the Work. The Proposal contains strengths that are offset by weaknesses.

UNACCEPTABLE: The Proposer has not demonstrated an understanding of the subject matter and the Proposal presents an approach which does not address the goals of the Project. The Proposal fails to meet stated requirements and/or lacks essential information. The commitment to quality is not adequate, with Work performed by unqualified or unproven teams. Project specific risks are not addressed, and the Proposal generates little confidence that the Project requirements can be met. The Proposal contains deficiencies, significant weaknesses and minor strengths, if any.

In assigning ratings, the Administration may assign plus(+) or minus (-) suffix to further differentiate the strengths or limitations within the technical ratings of **EXCEPTIONAL**, **GOOD**, and **ACCEPTABLE** to more clearly differentiate the Proposals.

The term "weakness," as used herein, means any flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. The term "deficiency" means a material failure of a proposal to meet an RFP requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Any Proposal that receives a rating of **UNACCEPTABLE** in one or more technical evaluation factors will receive an overall Technical Proposal rating of **UNACCEPTABLE**.

The Technical Proposal will become part of the contract documents and all ideas provided to the Administration are expected to be included in the Price Proposals. The Administration or successful proposer may use ideas and approaches included in the Technical Proposal excluding proprietary or protected information.

2.11.03 Evaluation of Price Proposals

Price evaluations will be performed based on the Proposal Price as reflected in the Schedule of Prices, the Cost Breakdown as defined in TC Section 7.10, price

accuracy, completeness and reasonableness.

Each Price Proposal shall specify the lump sum for which Work will be performed according to the RFP. In addition, a lump sum breakdown will be required as part of the Price Proposal submittal as defined in TC 7.10. The lump sum breakdown shall be submitted in a format of the Design-Build Teams choice.

The Administration reserves the right to reject any Proposal if it determines that the Price Proposal is unacceptable, including a determination that the Proposal is significantly unbalanced or front end loaded to the potential detriment of the Administration.

An unbalanced Proposal is considered to be one (a) which is front-loaded or (b) for which the line item amounts or amounts shown in the Cost Breakdown do not reflect reasonable actual costs plus a reasonable proportionate share of the Proposer's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question.

A Price Proposal shall be deemed unacceptable if the Administration determines, in its sole discretion that it fails to conform to the conditions of the RFP in any manner. A Price Proposal may be unacceptable if it:

A) Is significantly unbalanced relative to the scope of Work,

B) Does not provide all information in conformance with the RFP, and/or

C) Contains inaccurate, incomplete, and/or unreasonable prices on the Cost Breakdown.

Once the Price Proposal is determined to be accurate, complete, and reasonable, the Administration will determine the Adjusted Price Proposal amount. This Adjusted Price Proposal will take into account not only the Price Proposal submitted by the Proposer, but the Contract Time entered into the Proposal Form. **The Adjusted Price Proposal, as determined in the method described below, shall be utilized in the Determination of the Successful Proposer as described in TC 2.11.08.**

The Price Proposal will be adjusted based on the material proposed for the new westbound MD 404 roadway. The Proposer shall designate the pavement material type it will utilize for the new westbound MD 404 roadway on page 46 or 46 of the Price Proposal.

In the event hot mix asphalt pavement is selected for the westbound MD 404 roadway, an adjustment of **$4,000,000** will be added to the aggregate amount of the Price Proposal to determine the Adjusted Price Proposal. No additive adjustment will be applied in the event concrete pavement is selected and the Adjusted Price Proposal will equal the aggregate amount of the Price Proposal. The $4,000,000 additive is the estimated life cycle cost difference to the Administration to preserve and maintain an asphalt roadway after completion by the Design-Builder when compared to a concrete roadway.

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The preceding will only be used to determine the Adjusted Price Proposal. The Contract award amount and final payment to the Design-Build Team will be based upon the aggregate amount in the Price Proposal.

2.11.04 Communications

The Administration may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals or otherwise to address issues that might prevent the Proposal from being placed in the Competitive Range. This process will be initiated by delivery of a written request from the Administration to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's ratings may be adversely affected and/or Proposal may be declared unacceptable.

The Administration may waive technical irregularities in the proposal of the Proposer that does not alter the quality or quantity of the information provided.

2.11.05 Competitive Range

The term "Competitive Range" means a list of the most highly rated Proposals, based on initial Technical Proposal ratings and evaluations of Price Proposals that are judged by the Procurement Officer to be reasonably susceptible of being selected for award. The Competitive Range is based on the rating of each Technical Proposal and evaluation of each Price Proposal against all evaluation criteria.

Proposals that would not be included in the Competitive Range and would be excluded from further consideration include:

A) Any Proposal that, even after review of supplemental information or clarification provided by the Proposer in response to an Administration request does not pass the pass/fail evaluation factors;

B) A Proposal that, after the initial evaluation, is rated lower than "ACCEPTABLE-" for any technical evaluation factor or; and/or

C) Any Proposal that includes a Price Proposal that is considered Unacceptable.

The Administration will determine the Competitive Range after a careful analysis of the Technical and Price Proposals.

2.11.06 Discussions

The Administration reserves the right to make an award without Discussions. However, the Administration may, at its sole discretion, conduct Discussions (that is written or oral exchanges) with the Proposers in the Competitive Range, with

the intent of allowing the Proposers to revise their Proposals.

2.11.06.1 Purpose

If the Administration decides to engage in Discussions, the areas of Discussions may include the following:

A) Advising the Proposers of weaknesses, significant weaknesses, and/or deficiencies in their Proposals (relative to the RFP);

B) Attempting to resolve any uncertainties and obtaining any significant additional understanding concerning the Proposal;

C) Resolving any suspected mistakes by calling them to the attention of the Proposers as specifically as possible without disclosing information concerning other competing Proposals or the evaluation process;

D) Providing the Proposers a reasonable opportunity to submit any further technical or other supplemental information to their Proposals;

E) Facilitating execution of a contract that is most advantageous to the State, taking into consideration the technical and price factors discussed above.

2.11.06.2 Procedures

The following specific procedures will apply to Discussions:

A) Discussions will only be conducted with Proposers in the Competitive Range. If Discussions are held, they will be held with all Proposers in the Competitive Range;

B) Information disclosed by Proposers in the Competitive Range during Discussions will not be made public until after execution of the Contract;

C) Discussions may be written and/or oral, and more than one round of Discussions may be conducted; and

D) No disclosure will be made of any information derived from a Proposal of, or from discussions with, another Proposer.

2.11.06.3 Prohibited Contact

During Discussions, Administration personnel involved in the acquisition shall not engage in the following conduct:

A) Revealing a Proposer's technical solution, including unique

technology, innovative and unique uses of commercial items, or any information that would compromise a Proposer's intellectual property to another Proposer;

B) Revealing a Proposer's price without that Proposer's permission. However, the Administration may inform a Proposer that its price is considered by the Administration to be unbalanced based upon the Scope of Work and may provide information regarding the analysis supporting that conclusion;

C) Revealing the names of individuals providing references information about a Proposer's past performance; or

D) Revealing selection information in violation of the Administration's procurement policies and the laws of the State.

2.11.07 Proposal Revisions

Although the Administration reserves the right to hold Discussions and request proposal revisions and Best and Final Offers (BAFO) when in the best interest of the State, the Administration is under no obligation to do so. The Administration may make its selection and award based on the initial Proposals as submitted.

At the conclusion of Discussions (if held), the Administration will request a proposal revision or BAFOs from all Proposers in the Competitive Range to provide Proposers an opportunity to revise their Proposals (both the Technical Proposal and Price Proposal), including correction of any weaknesses, minor irregularities, errors, and/or Deficiencies identified to the Proposers by the Administration following initial evaluation of the Proposals. The request for proposal revision or BAFOs will allow adequate time, as determined by the Administration, for the Proposers to revise their Proposals. Upon receipt of the proposal revisions or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate.

The Administration may require more than one series of proposal revision submissions followed by a request for a BAFO submission, but only if the Administration makes a written determination that it is in the State's best interest to conduct additional Discussions following receipt of proposal revisions or to change the Administration's requirements and require another BAFO submission.

2.11.08 Determination of Successful Proposer

In accordance with COMAR 21.05.03.03(F), award of the contract is to the responsible offeror whose proposal is determined to be the most advantageous to the State, considering the evaluation factors set forth in the Request for Proposals and the price. The Administration has determined that the proposal most advantageous to the State will be the Proposal with the best combination of the Technical and Price evaluations, which the Administration determines will provide the most successful project. <u>When determining which Contractor's submittal is the most advantageous to the State, the Price Proposal is more important than the Technical Proposal</u>. Award may be made to the

offeror with a higher technical rating even if its Adjusted Price Proposal is not the lowest. In the event that two overall technical ratings are the same (e.g. "GOOD" and "GOOD"), price alone will not be used as the determining factor. Once the overall technical evaluations have been completed and the Adjusted Price revealed to the Evaluation Committee, a fully integrated trade off analysis will be performed by the Evaluation Committee. A trade off analysis can be as simple or complex as needed to differentiate which Proposer is the most advantageous to the State or provides the "Best Value." In performing this trade off analysis, the Evaluation Committee, chaired by the Procurement Officer, will consider the facts and circumstances of the procurement and utilize its technical judgment and discretion in considering strengths, weaknesses, and deficiencies of each proposal to determine a recommendation of most advantageous to the State. This recommendation will then be presented to the Selection Official who, along with the Selection Committee, will utilize their technical judgment and discretion to make a final determination of most advantageous to the State considering the all technical and price factors and trade off analysis as set forth in the Request for Proposals.

In order to be considered for award of the Contract, a Proposal must pass all the pass/fail factors, receive at least an "ACCEPTABLE" on all technical evaluation factors.

Any Proposal that receives a rating of "UNACCEPTABLE" in one or more technical evaluation factors will receive an overall Technical Proposal rating of Unacceptable.

The Technical Proposal will become part of the contract documents and all concept ideas provided to the Administration are expected to be included in the Price Proposal, final plan, design and construction phases. The Administration or successful proposer may use ideas and approaches excluding proprietary or protected information.

NOTE: All materials, conferences, proposals and other matters related to this project shall remain confidential until the contract is executed with the successful DB Team.

TC-2.12 AWARD AND EXECUTION OF CONTRACT

All conditions of award and execution procedures will be in accordance with GP-Section 3 of the Specifications.

The Design-Builder will be given Notice to Proceed after Execution of the Contract has been completed. At this point, additional field investigation may continue and design work may proceed with payment to be made as outlined in TC Section 7.11.

The Administration understands that the successful Proposer will need to start design activities as soon as possible after notification of selection and prior to the issuance of the Notice to Proceed. The Administration understands this approach is an effort to maximize the available time for construction activities. The Administration also recognizes the benefits to the public by providing an opportunity to accelerate project activities and project completion. It is reasonable that these design activities should not place the Design-Builder at risk should the Administration not award the contract and issue a Notice to Proceed for events outside of the control of the Design-Builder.

The Administration will diligently process contract documents and procedures to Award

and issue a Notice to Proceed within the shortest time frame possible. In the event that the Administration does not issue a Notice to Proceed to the selected Proposer for reasons beyond the control of the Proposer, the Administration will reimburse all actual documentable design costs incurred by the Design-Builder after notification of selection. To receive reimbursement, the Design-Builder must submit all related work product including, but not limited to, design calculations, plans, surveys, boring data, updated electronic files, personnel time sheets and other materials to the Administration for its use.

Actual construction work may not begin until the additional requirements specified elsewhere in this RFP have been satisfied, including but not limited to receipt of permits, right-of-way acquisition, and pre-construction conference.

TC-2.13 STIPEND

The Administration understands that firms invited to submit Price Proposals on Design-Build projects may incur higher than normal Price Proposal preparation costs in their engineering effort to submit responsive Price Proposals for the project. Such efforts are likely to involve geotechnical investigations, development of horizontal and vertical geometry, development of concept design plans, cross sections, field surveys, stormwater management investigation, preliminary storm drain design, development of extensive design details to establish materials and quantities to prepare and submit a price.

A stipend in the amount of $200,000.00 will be paid to each Proposer meeting at least one of the following terms and conditions:

A) Its Proposal (including any BAFO) has achieved a rating of Pass on all "Pass/Fail" evaluation factors and an overall qualitative rating of at least "ACCEPTABLE –'' for all technical factors; or

B) Its Proposal (including any BAFO) was not selected for award or it was selected for award of the Contract but the Contract was not executed or was terminated prior to issuance of a notice to proceed for the Administration's convenience or for events outside the control of the Design-Builder.

A stipend in the amount of $200,000.00 may be paid to a Proposer not meeting either of the above conditions if:

- An Alternative Technical Concept (ATC) is approved by the Administration and the Administration wishes to utilize the ATC in the final design.

Those firms invited to submit Price Proposals will be required to sign a contract with the Administration for payment of the stipend in exchange for electronic copy and hard copy of all documents used to develop the Price Proposal. The firm submitting the Proposal considered the most advantageous to the State shall not be eligible to receive the stipend.

In payment for the services covered by this Agreement, the Design-Build Team

agrees that all materials, electronic files, marked up drawings, cross sections, quantity lists and other material used in the development and submission of the Price Proposal will become the property of the Administration and may be used in any manner at their discretion without any additional compensation to the Design-Build Team.

Three completed, signed originals of the enclosed Agreement must be submitted to Mr. Jason A. Ridgway, Director, Office of Highway Development, in the time frame outlined in the Stipend Agreement, Section 2.2(a).

One original invoice signed (in blue ink) and two copies along with supporting engineering materials noted above must be submitted to Mr. Jason A. Ridgway, Director, Office of Highway Development, in the time frame outlined in the Stipend Agreement, Section 2.3.

As noted in the Stipend Agreement, Section 2.3, Invoices and supporting engineering work for stipend payment shall not be submitted until notification from SHA that the contract has been awarded or there has been a cancellation of the procurement. Invoices must be received within 30 days of said notification by SHA to be honored for payment. Invoices received prior to notification from SHA will not be processed for payment.

Invoices shall contain the following information:

Invoice # - created by the Design-Build Team

Federal Tax I.D. number

Remittance Address

FMIS # - AW896B51

Contract Description – MD 404 – US 50 to East of Holly Road

Construction # - AW8965170

Payment Amount - $200,000.00

Description of Work: example: "payment for Design-Build team to perform preliminary design work to prepare a proposal for contract"

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