STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

NEW INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS

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1.0 INTRODUCTION

This Scope of Services Package is issued by the Delaware Department of Transportation (Department) to seek competitive Proposals for the Replacement of Bridge 3-156, SR1 over Indian River Inlet Project (Project). Proposals will only be considered from those Proposers that have been notified of their inclusion on the Short-List.

The Project shall utilize a Design-Build delivery method and is to include services associated with the design, construction, and inspection of a new bridge with a minimum main span length of 1000 feet over the Indian River Inlet in Sussex County, Delaware. The new bridge will be located on a new alignment just west of the existing Delaware State Route 1 (SR 1) inlet crossing and is to be properly designed and constructed to meet the new roadway approaches currently being constructed under separate contract. As part of the Department's initial design and development for the overall Project, utility provisions, rights-of-way, and permits needed to perform the anticipated work were obtained. The utility relocations, rights-of-way available, and permits will also apply to the new Design-Build bridge replacement project as detailed in the Scope of Services Package.

In the preparation of the Proposals, Proposers should address and/or consider the Project goals identified in Instructions to Proposers (ITP) Section 1.1.

See also Part 1 – Agreement, Appendix A of the Contract Documents.

1.1 PROJECT GOALS

The following are the Delaware Department of Transportation's goals for the Project:

A) Issue the Notice to Proceed for the Contract by early 2007;

B) Completion of a fully operational Project by September 30th of 2010;

C) Design and construction of a maintainable, easily inspectable, long-lasting bridge;

D) Design and construction of a Project of the highest quality that is both durable and aesthetic;

E) Construction that is safe;

F) A Project that is sensitive to the environment, the community, and adjacent Park;

G) A Project that allows the Department to evaluate the Design-Build (DB) project delivery method; and

H) A Project delivered at or below the Department's budget.

1.2 THE PROPOSAL

1.2.1 Documents in the Scope of Services Package

The documents issued as part of this Scope of Services Package consist of the following:

A) Instructions to Proposers;

B) Contract Documents Parts 1 through 8, inclusive;

C) Reference Documents; and

D) Additional documents issued by Addenda to this Scope of Services Package.

1.2.2 Technical Proposal

The Technical Proposal, consisting of the Technical Proposal and the Supplemental Selection Information requested in Appendix A to this ITP, shall be submitted as specified therein.

1.2.3 Lump Sum Price Proposal

The Lump Sum Price Proposal and any Supplemental Pricing Information requested in Appendix B to this ITP shall be submitted as specified therein.

1.2.4 Inclusion in Contract

Only that portion of the Technical Proposal information identified in Section A1.0 of Appendix A to this ITP and the Lump Sum Price Proposal and Supplemental Pricing Information identified in Appendix B to this ITP submitted by the successful Proposer will be included with and bound into the Contract as Part 8 – Proposal Information at execution. The Executive Summary, Summary Statement, and information submitted in Appendix A of the Technical, as specified in Appendix A to this ITP, are for evaluation purposes only and will not be included as part of the Contract Documents.

1.2.5 Required Forms

Failure to provide all the information and all completed forms (*see* Appendix C to this ITP) in the format specified in Appendices A and B of this ITP may result in the Department's rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms shall be filled in as noted and no change shall be made in the phraseology of the Scope of Services Package or in the items mentioned therein.

1.2.6 Language in Proposal

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.2.7 Property of the Department

All documents submitted by the Proposer in response to this Scope of Services Package will become the property of the Department except for the Escrow Proposal Documents and any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 2.6. Documents will not be returned to the Proposer except as specified in Sections 2.6 and 3.4.3. The concepts and representations in the information contained in the Proposal submitted by a Proposer, accepting a stipend, will also become the property of the Department.

1.2.8 Errors

If the Proposer identifies any mistake, error, or ambiguity at any time during the Proposal process in any of the documents supplied by the Department, the Proposer shall have a duty to notify the Department of the recommended correction in writing in accordance with Section 2.2.

1.3 ABBREVIATIONS

A/E	Architectural/Engineering
DB	Design-Build
ITP	Instructions to Proposers
JV	Joint Venture
LLC	Limited Liability Company
DelDOT	Delaware Department of Transportation
NOI	Notice of Intent
NTP	Notice to Proceed
QC	Quality Control
RFP	Request for Proposals

RFQ	Request for Qualifications
SOQ	Statement of Qualifications
US	United States

1.4 DEFINITIONS

The following capitalized terms, when used herein, shall have the following meanings:

"Addenda/Addendum" means additions, deletions, and modifications to the provisions of the Scope of Services Package after the Advertisement date and prior to the Proposal acceptance date.

"Advertisement" means a public announcement stating the Department's Notice of Intent (NOI) for the procurement of a particular project and inviting prospective Proposers to obtain a Request for Qualifications (RFQ) or Scope of Services Package and submit a Statement of Qualifications (SOQ) or Proposal, as applicable.

"**Affiliate**" means any of the following:

A) A Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:

1) The Proposer; or

2) Any other Principal Participant.

B) An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:

1) The Proposer;

2) Any Principal Participant; or

3) Any Affiliate of the Proposer under part (A) of this definition.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

"Clarifications" means a written exchange of information that takes place between a Proposer and the Department after the receipt of all Proposals during the evaluation process. The purpose of Clarifications is to address ambiguities, omissions, errors or mistakes, and clerical revisions in Proposals.

"Contract Documents" means the executed Agreement (contained in Part 1 of the Contract Documents included in the Scope of Services Package), Parts 2 through 7, the portions of the successful Proposer's Proposal identified in Section 1.2.4), and all provisions required by law to be inserted in the Contract whether actually inserted or not. Whenever separate publications and the Department's Standard Specifications are referenced in the Contract Documents, it is understood to mean the publications and Specifications, as amended, current as of the Proposal due date unless otherwise noted.

"Deficiency" means a material failure of a Proposal to meet the Department's requirements or a combination of significant Weaknesses in a Proposal that increases the risk of unsuccessful Contract performance to an unacceptable level.

"**Department**" means the Delaware Department of Transportation or its representatives.

"Design-Build" means a project delivery methodology under which the Department contracts with a single legal entity that has responsibility for the design and construction of the Project under a single contract with the Department.

"Design-Builder" means the single legal entity selected pursuant to the Scope of Services Package that enters into the Contract with the Department to design and construct the Project.

"Designer" means a Principal Participant or Specialty Subcontractor authorized to perform design work in the State of Delaware that leads the team furnishing or performing the design of the Project. (Del Code Title 24, §§2801.)

"Instructions to Proposers" means those documents included in the Scope of Services Package containing directions for the preparation and submittal of information by the Proposers in response to the Scope of Services Package.

"Person" means any individual, firm, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), voluntary association, partnership, trust, or unincorporated organization, or combination thereof.

"Price Reasonableness" means a price, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. What is reasonable depends upon a variety of consideration and circumstances, including the following:

A) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Proposer's business or the Contract performance;

B) Generally accepted sound business practices and federal and state laws and regulations;

C) The Proposer's responsibilities to the Department, other customers, the owners of the business, its employees, and the public at large;

D) Any significant deviations from the Proposer's established practices;

E) Comparisons of price information to the engineer's estimate and to the Department's historic costs for similar Work; and

F) Comparisons of price information submitted by other Proposers.

"Principal Participant" means any of the following entities:

A) The Proposer;

B) An individual firm, all general partners, LLC or JV members of the Proposer; and/or

C) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Proposer.

"Project" means the improvements to be designed and constructed by the Design-Builder and all other Work product to be provided by the Design-Builder in accordance with the Contract Documents.

"Proposal" means the offer (in response to the Scope of Services Package) of the Proposer for the Work, when executed and submitted in the prescribed format and on the prescribed forms.

"Proposer" means a Person submitting an SOQ for the Project in response to an RFQ, and if selected for the Short-List, an entity submitting a Proposal for the Project in response to this Scope of Services Package.

"Quality Control" means the total of all activities performed by the Design-Builder, Designer, subcontractors, producers, or manufacturers to ensure that its Work meets Contract requirements. Quality Control includes design reviews and checks; independent design reviews and checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; production process control; and any inspection, sampling, and testing done for these purposes. Quality Control also includes documentation of objective evidence of all QC efforts.

"Quality Control Engineer" means an independent engineering/testing firm employed by the Design-Builder responsible for administering and managing the construction QC inspection, sampling, and testing specified in the Contract Documents. The QC Engineer shall not be owned or controlled by any Principal Participant or by any Construction Subcontractor of the Design-Builder. The Designer or a firm associated with or subsidiary to the Designer may serve as the QC Engineer, except any Designer that is a Principal Participant or any Designer (or subsidiary of a Designer) that is an Affiliate of any Principal Participant or Construction Subcontractor shall not serve as the QC Engineer.

"Request for Proposals" - The "Scope of Services Package."

"Request for Qualifications" – The written solicitation issued by the Department seeking SOQs to be used to identify and Short-List the Proposers to receive the Scope of Services Package for the Project.

"Scope of Services Package" – The document identifying the Project and its Work to be performed and Materials to be furnished in response to which a Proposal may be submitted by a Proposer/Design-Builder. The Scope of Services Package includes the ITP, Contract Documents, and Reference Documents. The Scope of Services Package is issued only to Persons who are on the Short-List. The Scope of Services Package may also be referred to as the Request for Proposals or RFP.

"Statement of Qualifications" means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by the Department.

"Weakness" means a representation in the Proposal that is determined by the Department to increase the risk of unsuccessful Contract performance. A significant Weakness in the Proposal is a representation that is determined by the Department to greatly increase the risk of unsuccessful Contract performance.

For definitions of other initially capitalized terms, *see* Part 2 – DB Section 100, DB Section 101-3.

1.5 IMPROPER CONDUCT

1.5.1 Prohibited Activities

If the Proposer, or Person(s) representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the Department, including its agents or Person(s) representing the Department at any time during this procurement process, the Department shall immediately disqualify the Proposer; the Proposer shall forfeit its Proposal Security; the Proposer shall not be entitled to any payment, including the stipend; and the Department may sue the Proposer for damages.

1.5.2 Proposal Certification Form

The Proposer shall provide as part of the supporting information the Proposal Certification Form (Appendix C to this ITP) attesting to, among other things, Non-Collusion . *See also* Appendix A to this ITP.

1.6 LANGUAGE REQUIREMENT

All correspondence regarding the Scope of Services Package, Proposal, and the Contract are to be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, which shall take precedence in the event of conflict with the original language.

1.7 PROPOSAL SCHEDULE

1.7.1 Anticipated Schedule

The following schedule is anticipated. The Delaware Department of Transportation reserves the right to alter these dates.

Schedule Event	Date
Pre-Proposal Meeting	October 4, 2006
Date for presenting Initial Technical Concept	November 8, 2006
Date for Initial Technical Proposal submission	December 20, 2006
Date to return comments to Proposers	January 18, 2007
Deadline for Questions	January 24, 2007
Final Technical Proposal due date	January 31, 2007
Final Price Proposal due date (Must be delivered to the Bidder's Room, B1.11.01)	February 23, 2007
Price Proposal Opened (Apparent Successful Proposer Announced)	February 23, 2007
Protest Deadline	March 2, 2007
Negotiate and Execution of Contract	March 20, 2007
Notice to Proceed	April 2, 2007
Project Substantial Completion	Not later than September 30, 2010
Project Final Acceptance	Not later than three months from Substantial Completion

1.7.2 Technical and Price Proposal Due Date

The completed Technical and Price Proposals shall be delivered to the addressee at the address specified

below, no later than 2:00 p.m. (Local Time), on the date specified in Section 1.7.1:

Delaware Department of Transportation
Attention: Mr. John V. Eustis, Jr.
Contract Services Administrator

By Courier	By Mail
800 Bay Road	P.O. Box 778
Dover, DE 19901	Dover, DE 19903

1.8 INSURANCE

Refer to Part 2 – DB Section 107-2.2 for insurance requirements. Insurance certificates shall be submitted with the Contract that has been signed by the Proposer, as a condition of execution by the Department.

1.9 CHANGES TO THE PROPOSER'S ORGANIZATION

If the Proposer wishes to change the organization represented in its SOQ by adding, deleting, or substituting a Principal Participant, a Designer, and/or the QC Engineer, or if the role of a Principal Participant changes from the role identified in the Proposer's SOQ, the Proposer must submit a request to change its organization not later than 45 working days prior to the Proposal due date identified in Section 1.7.1. If a request is made to add to the organization, the Proposer shall submit with its request that information specified for a Principal Participant, Designer, and/or QC Engineer in the RFQ, including legal and financial data as well as the information for quality evaluation. If a Principal Participant, Designer, and/or QC Engineer is being deleted, the Proposer shall submit such information as may be required by the Department to demonstrate that the changed team meets the RFQ criteria (pass/fail and technical).

If the Proposer wishes to change any of the key personnel presented by the Proposer in its SOQ, the Proposer must submit a request to change its organization not later than 45 working days prior to the Proposal due date identified in Section 1.7.1. If a request is made to change key personnel, the Proposer shall submit with its request that information specified for that key personnel in the RFQ, including a resume.

1.10 INELIGIBLE FIRMS

The Proposer shall include a full disclosure of all potential organizational conflicts of interest in their Proposal. In addition, any firm that is rendered ineligible due to any state or federal action is ineligible to participate with any Proposer.

1.11 SCOPE OF WORK

Refer to Contract Documents Part 1 – Agreement, Appendix A for a description of the scope of the Work.

1.12 CURRENT PROJECT BUDGET

The Department's current budget for the Design-Build Contract is $130 million.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The Contract will be procured through a single DB Contract per the Delaware Code. The intent of the Department is to award the Contract to the qualified Proposer with the highest Total score.

The overall procurement process includes the following two steps:

A) Request for Qualifications/Statement of Qualifications (determination of the Short-List); and

B) Scope of Services Package/Proposals (selection of the Design-Builder from Proposers on Short-List that submit Proposals).

The Design-Builder will be selected based on both pass/fail evaluation factors and technical evaluation of Technical Proposals and Price Proposals that result in the highest Total Score.

2.2 RECEIPT OF THE REQUEST FOR PROPOSAL DOCUMENTS AND OTHER INFORMATION

The Scope of Services Package and other information may be obtained by Proposers that have been notified of their inclusion on the Short-List from the person designated as the Department point of contact in Section 2.2.1. The Department will provide the Scope of Services Package on one set of Compact Discs – Read Only Memory (CD-ROMs).

2.2.1 Delaware Department of Transportation Designated Point of Contact

The Department will only consider questions regarding the Scope of Services Package, including requests for clarification and requests to correct errors, if submitted in writing by a short-listed Proposer. All such requests must be submitted via E-mail in the format shown on Form CF (*see* Appendix C to this ITP) and addressed to Mr. John V. Eustis, Jr. at *john.eustis@state.de.us*.

All questions must be received by the Department at the E-mail address specified in this Section 2.2.1 no later than the date specified in Section 1.7.1. All requests shall be submitted in the format of Form CF (*see* Appendix C to this ITP). Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other Department office, consultant, or employee will be considered. All responses will be in writing and will be delivered without attribution to all Proposers.

In general, the Department will not consider any correspondence delivered in any other way except as specified above, except the Department may convene informational meetings with Proposers, as it deems necessary. (*See* Section 4.1.)

2.2.2 Rules of Contact

The following rules of contact shall apply during Contract procurement for the Project, commencing on the SOQ submission date:

A) A Proposer or any of its team members shall not communicate with another Proposer or its team members with regard to this Scope of Services Package or either Proposer's Proposal, except that Subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during Department sponsored informational meetings;

B) The Proposers shall correspond with the Department regarding this Scope of Services Package only through the Department's and Proposer's designated representatives;

C) The Proposers shall not contact Department employees, including, department heads; Primary Evaluation Committee, or Technical Review Committee; and any official who will participate

in the decision to Award the Contract regarding the Project except through the process identified above;

D) Any communications determined to be improper, at the sole discretion of the Department, may result in disqualification;

E) Any official information regarding the Project will be disseminated from the Department's designated representative identified in Section 2.2.1 on Department letterhead. Any official correspondence will be in writing and signed by the Department's designated representative; and

F) The Department will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The Department reserves the right to issue Addenda at any time during the period of the procurement up to 7 calendar days prior to the Final Technical Proposal submittal date, by certified delivery, facsimile transmission or by other verifiable electronic means. The Department will provide Addenda only to the Short-Listed Proposers. Persons or firms that obtain the Scope of Services Package from sources other than the Department bear the sole responsibility for obtaining any Addenda issued by the Department for the Project.

2.3.2 Correspondence and Information

The Proposer shall note that no correspondence or information from the Department or anyone representing the Department regarding the Scope of Services Package or the Proposal process in general shall have any effect unless it is in compliance with Section 2.2.2.

2.3.3 Responses to Questions

Each Proposer is responsible for reviewing the Scope of Services Package prior to the dates specified for submission of questions in Section 1.7.1 and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such request must be submitted in accordance with Section 2.2.1. The Department will provide written responses to questions received from Proposers as specified above. Summaries of the questions and responses will be sent to all Proposers without attribution. The responses will not be considered part of the Contract but may be relevant in interpreting the Contract.

2.4 TECHNICAL CONCEPT REVIEW

The Proposer shall present and submit their Initial Technical Concept(s) to the Department regarding engineering solutions, construction solutions, or design and/or construction management on the date specified in Section 1.7.1. Up to three (3) Technical Concepts may initially be presented to the Department for consideration. Questions, or clarifications regarding the procurement process and procedures or related to contractual language not specific to a proposed engineering solution, construction solution, or design and/or construction management shall be submitted through the standard question and response process set forth in Section 2.2.1.

The Proposer shall submit its questions related to Technical Concepts on Form CF, but the Proposer **shall clearly identify such submissions as Technical Concepts**. If the Proposer does not clearly so designate the questions as related to Technical Concepts, such submissions shall not be treated as Technical Concepts by the Department.

The Department shall review each Technical Concept as presented within one week of the submittal due date. If a Technical Concept is summarily accepted or rejected, the Department's comments will inform the Proposer that its Technical Concept appears to be generally acceptable and within the requirements of the final Scope of Services Package or the Department will identify areas in which the approach appears to be inconsistent with the final Scope of Services Package. If the Department needs more information to determine whether or not the Technical Concept will be accepted or rejected, the Department will request the information verbally at the time of the presentation or submit written questions to the Proposer within one week following the presentation.

If a Technical Concept is rejected and the Proposer feels that the rejection was an incorrect conclusion by the Department, it may re-submit the Technical concept for one additional review to the Department representative at the E-mail address identified in Section 2.2.1. The Proposer shall re-submit such Technical Concept on Form CF and the Proposer **shall clearly identify such submission as a Technical Concept submitted for an additional review**. Any Technical Concept submitted for more than one additional review will not be considered.

If a Technical Concept is rejected and the Proposer would like to submit another concept for acceptance, it may submit the Technical Concept for review to the Department representative at the E-mail address identified in Section 2.2.1. The Proposer shall submit such technical concept on Form CF and the Proposer **shall clearly identify such submission as a Revised Technical Concept submitted for an additional review**. Proposers may submit no more than one additional Technical Concept for review.

The Department will return its acceptance, rejection, or additional questions pertaining to any specific Technical Concept no later than one week after receipt of that technical concept.

The Proposer may submit additional questions related to Technical Concepts to the Department until one week prior to the date identified in Section 1.7.1 as the date for Initial Technical Proposal submission. All questions related to the Technical Concepts and identified as such shall be submitted in writing to the Department representative and at the E-mail address identified in Section 2.2.1.

The Technical Concepts submitted by the Proposer and all subsequent communications regarding that Technical Concept will be considered confidential in accordance with Section 2.6. However, if an accepted Technical Concept changes the scope of the requirements of the final Scope of Services Package, the change in the requirements will be communicated to all Proposers. The Technical Concept itself will not be shared with other Proposers.

For a Technical Concept to be considered for review by the Department, certain minimum requirements must be met. The minimum requirements shall include details of bridge type, size, and location; primary types of materials; general traffic lane configurations; and proposed Project Limits as defined in Part 1, Appendix A of the Contract Documents. Additional sketches or renderings may also be provided. For each Technical Concept submitted, a total of eight (8) separately bound sets of all applicable details, sketches, and renderings are to be provided on 8 ½ " x 11" or 11" x 17" bound sheets.

2.5 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal that provides all the information required by the ITP. The Proposer may be disqualified if the Proposal does not fully comply with the instructions and rules contained in the ITP, including the appendices.

Each Proposal must be submitted in the official format, which is specified by the Department. The

Proposer shall sign each copy of the Proposal submitted to the Department.

Proposals may be considered non-compliant and may be rejected for any of the following reasons:

A) If the Proposal is submitted on a form other than that furnished or specified by the Department; if it is not properly signed; if the Form of Proposal (*see* Appendix C to this ITP) is altered except as contemplated hereby; or if any part thereof is deleted from the Proposal package;

B) If the Proposal or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the Scope of Services Package or contains unauthorized additions, conditional or alternate Proposals, or other irregularities of any kind, and if the Department determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;

C) If the Proposer adds any provisions reserving the right to accept or reject an Award or to enter into a Contract following award;

D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Security (*see* Appendix C to this ITP) is not provided, and/or if requested information deemed material by the Department is not provided; and

E) If for any other reason the Delaware Department of Transportation determines the Proposal to be non-compliant.

2.6 NON-PUBLIC PROCESS

The Department will maintain a process to ensure confidentiality for the duration of this procurement. In accordance with the Delaware Code, the Department may require each Proposer to furnish sufficient information that shall indicate the financial and other capacities of the Proposer to perform the proposed Work. This information shall be subject to audit and shall be submitted by the Proposer in a format clearly marked CONFIDENTIAL, and the information contained therein shall be treated as confidential and shall be exempted from the provisions of the Delaware Code

Further, if the Proposer submits information in its Proposal that it wishes to protect from disclosure, the Proposer must do the following:

A) Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION" and identifying each section and page, which has been so marked. Design related information may not be classified as "Trade Secret". As noted in Section 2.7, the Department reserves the right to use any design related information provided by the Proposers. The Proposer's bridge security plan shall be marked CONFIDENTIAL (See Section 6.1.2);

B) Include a statement with its Proposal justifying the Proposer's determination that certain records are proprietary or trade secret information for each record so defined;

C) Submit one copy of the Proposal that has all the proprietary or trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy"; and

D) Defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the Department and the State of Delaware and its agents and employees from any judgments awarded against the Department and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the Department's

cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in possession of the State.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are proprietary or trade secret information. Any records marked as proprietary or trade secret information by a Proposer in its SOQ and, if short-listed, in its Proposal, will be returned to the unsuccessful Proposers after the execution of the Contract with the Design-Builder. The records marked proprietary or trade secret information by the successful Proposer in its SOQ and Proposal will remain confidential and will be returned to the Design-Builder concurrently with return of the Escrow Proposal Documents in accordance with Part 2 – DB Section 110.

2.7 PROPOSAL STIPEND

By submitting a Proposal in response to the Scope of Services Package, the Proposer acknowledges that the Department reserves the right to use any representations or information contained in the Proposal in connection with any Contract awarded for the Project or in connection with a subsequent procurement.

The stipend amount is $270,000.00 and shall be paid to each Proposer not chosen as the successful Proposer and which receives a rating of pass on all pass/fail evaluation criteria. In addition, unsuccessful Proposers must submit Technical and Price Proposals deemed "responsive" in order to receive the indicated stipend amount. No partial stipend payments will be made for "non-responsive" Proposals.

In the event that the procurement is cancelled prior to the Proposal due date, Proposers will be provided the opportunity, at their option, of attending an interview and delivering to the Department the work product of their Proposal preparations to date. There is no specific format required for such work product. Those Proposers that choose to attend the interview and deliver their work product may be paid a portion of the stipend amount, at the Department's discretion, for the work product. No portion of the stipend amount will be paid in the event a Proposer chooses not to attend the interview or chooses not to deliver its work product.

2.8 SUBMISSION OF PROPOSALS

2.8.1 Submission of a Proposal

The Proposal shall be submitted in accordance with the Instructions to Proposers and the following requirements:

A) The Technical Proposal, which includes the Supplemental Selection Information, shall be in a sealed container clearly marked as "Technical Proposal – New Indian River Inlet Bridge." (*See* Appendix A.) The Price Proposal shall be sealed within a separate container and clearly marked as "Price Proposal – New Indian River Inlet Bridge" and must include the Proposer's license number as assigned by the State Licensing Board for Contractors. The Proposal, consisting of the Technical Proposal and Price Proposal shall be delivered to the designated representative at the address identified in Section 1.7.2;

B) The State Project Number 26-073-03, et. al., and the fact that this is a Proposal for the New Indian River Inlet Bridge shall be clearly shown on the cover of the containers. The name and address of the Proposer shall be clearly marked on the outside of the containers;

C) When sent by United States Postal Service (USPS) or private carrier [e.g., Federal Express (FedEx) or United Parcel Service (UPS)], the sealed containers shall be sent in accordance with this ITP to the Department at the address of and in care of the designated representative specified in Section 2.2.1 and shall be received by such designated representative no later

than the time specified in Section 1.7.2. In the alternative, a Proposal may be hand-delivered by the Proposer prior to the specified time on the Proposal due date to the designated representative identified in Section 2.2.1; and

D) Where certified copies are required, the Proposer shall stamp the document or cover with the words "Certified True Copy" and have the stamp oversigned by the Proposer's designated point of contact.

2.8.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing to the person specified in Section 1.7.2 of the ITP prior to the time on the Proposal due date identified in Section 1.7.1. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so the Department can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms as described in Appendices A and B of this ITP. Line item changes will not be accepted. The Department will not consider telegraphic, facsimile, or other electronically transmitted modifications as modifications.

2.8.3 Withdrawal of a Proposal

A Proposer may withdraw its Proposal only by a written and signed request that is received by the person specified in Section 1.7.2 prior to the Proposal due date identified in Section 1.7.1 and time specified in Section 1.7.2. Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the time designated in Section 1.7.2 on the Proposal due date identified in Section 1.7.1. The Proposer agrees that its Proposal will remain valid for sixty (60) calendar days following the Proposal due date identified in Section 1.7.1. In the event a Proposer withdraws all or any part of its Proposal within sixty (60) calendar days following the Proposal due date identified in Section 1.7.1 without written consent of the Department, the Proposer shall forfeit its Proposal Security.

2.8.4 Public Opening of Proposals

Technical and Price Proposals shall be submitted by the dates listed in Section 1.7.1. After review and scoring of the Technical Proposal, the Price Proposal will be opened publicly at 2:00 P.M. local time in the Bidder's Room (B1.11.01) in the Department's Transportation Administration Center located at 800 Bay Road, Dover Delaware. Each Price Proposal will be assigned a point value (or score) in accordance with ITP Section 6.1.3. The apparent successful Proposer will be determined as the Proposer with the highest Total Score.

2.8.5 Late Proposals

The Department will not consider any late Proposals. Proposals received after the time for submittal of Proposals will be returned to the Proposer.

2.9 EXAMINATION OF THE SCOPE OF SERVICES PACKAGE AND WORK SITE

The Proposer shall carefully examine the Site of the proposed Work, including Material pits, staging areas and access to the site, and the complete Scope of Services Package, including Reference Documents, before submitting a Proposal.

The Department-furnished information does not abrogate the Proposer's responsibility for further verifications and inquiries as are necessary to properly address Geotechnical issues, or permanent and temporary Utility appurtenances in the preparation of the Proposal.

The submission of a Proposal shall carry with it the presumption that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract. The Proposer must so certify in the Form of Proposal (*see* Appendix C) in order for the Proposal to be valid.

3.0 PROPOSAL REQUIREMENTS

3.1 LEGAL AUTHORITY

3.1.1 Opinion of Counsel

The Proposal shall include an opinion of counsel on Form OC (*see* Appendix C), for the purpose of providing assurance to the Department regarding the formation of the Proposer and, if applicable, its JV members and partners and its ability to execute and deliver the Contract if awarded. The opinion may be provided by in-house counsel or by an outside law firm. *See* Appendix A.

3.1.2 Contract Execution

Concurrently with execution of the Contract, an updated opinion of counsel shall be provided on Form OC (*see* Appendix C) stating that the Contract has been validly executed and delivered.

3.1.3 Licensing Requirements

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations including, but not limited to, the Delaware Code. Evidence of proper licensing shall be required to be provided prior to execution of the Contract by the selected Proposer.

3.2 CURRENCY

The Pricing Information shall be priced in United States dollars (US$) currency only.

3.3 PROPOSAL SECURITY

3.3.1 Requirements

A Proposal Security (*see* Appendix C) must accompany each Price Proposal that is submitted for the Project. The Proposal Security must be presented in the form of a check (certified or company), a postal money order, or a bond. (*See* Appendix B, Section B2.3.)

3.3.2 Return of Proposal Security

Any Proposal Security presented in the form of a check (certified or company) or postal money order, except those of the apparent successful Proposer and the apparent "next" successful Proposer, will be returned immediately following the announcement of the award. The retained security of the Proposer that is not awarded the Contract, if presented in the form of a check, will be returned within ten working days following the execution of the Contract. The retained security of the successful Proposer, if presented in the form of a check, will be returned after satisfactory payment and performance bonds have been furnished and the Contract has been executed. The Department may cash any check or postal money order provided as a security, and in such event will deliver cash or cash equivalent to the Proposer instead of returning the original check.

Security presented in the form of a bond will be returned only upon the request of the unsuccessful Proposers after execution of the Contract.

3.3.3 Surety Requirements

Any Proposal Security provided in accordance with this Section 3.3 shall be issued by a Surety listed on

the United States (US) Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. No surety or insurance company shall write a Proposal Security which is in excess of the amount indicated as approved for it by the US Department of the Treasury Financial Management Service list of approved bonding companies and a insurance company not on the US Department of Treasury Financial Management Service list of approved bonding companies shall not write Proposal Securities exceeding ten percent of the policyholder's surplus as shown in the A.M. Best's Key Rating Guide. In addition, any Proposal Security written for the Project shall be written by a surety or insurance company that is currently licensed to do business in the State of Delaware.

3.3.4 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any and all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 120 calendar days subsequent to the Proposal due date identified in Section 1.7.1 without written consent of the Department.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 120 calendar days after the Proposal due date identified in Section 1.7.1 without the consent of the Department; should refuse or be unable to enter into the Contract; should refuse or be unable to furnish adequate and acceptable performance and payment bonds; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish the Proposal Information (*see* Appendix A) or all Pricing Information specified (*see* Appendix B), it shall forfeit its Proposal Security.

The Proposer understands that any material alteration of documents specified in this Section 3.3 or any of the material contained on the Proposal Security (*see* Appendix C), other than that requested, will render the Proposal non-responsive and non-compliant.

3.4 ESCROWED PROPOSAL DOCUMENTS

3.4.1 Delivery of Escrowed Proposal Documents

The Proposer shall assemble and deliver certain documentation (the Escrowed Proposal Documents) containing information regarding the Proposer's assumptions made in calculating the Price Proposal, including assumptions regarding the scope of the Work, existing site conditions, and meeting all the requirements of Part 2 – DB Section 110.

The Proposer shall submit its Escrowed Proposal Documents in hard copy and, wherever possible, also provide electronic copies. The Escrowed Proposal Documents shall also include detailed information from all Subcontractors identified in the Proposal and any other potential Subcontractors that provided data upon which the Proposal is based. Each Proposer shall deliver its Escrowed Proposal Documents, together with two executed originals of the escrow instructions (Form EPD, Appendix C of this ITP), into escrow not later than five (5) business days following the Price Proposal due date identified in Section 1.7.1. The Proposer shall deliver a third executed original of the escrow instructions to the Department at the address specified in Section 1.7.2.

3.4.2 Review of Escrowed Proposal Documents

A Representative of the Department and the Proposer shall review the Escrowed Proposal Documents prior to Contract execution to determine whether they are complete. Said representatives shall also organize the Escrowed Proposal Documents, labeling each page so that it is obvious that the page is a part of the Escrowed Proposal Documents and to enable a person reviewing the page out of context to

determine where it can be found within the Escrowed Proposal Documents. Said representatives shall compile an index listing each document included in the Escrowed Proposal Documents and briefly describing the document and its location in the Escrowed Proposal Documents. The Department retains the right to possess a copy of the index. If, following the initial organization, the Department determines that the Escrowed Proposal Documents are incomplete, the Department may required the Proposer to supply data to make the Escrowed Proposal Documents complete. Failure by the Proposer to supply complete Escrowed Proposal Documents shall render the Proposer non-responsive.

Following award of the Contract, the Escrowed Proposal Documents of the successful Proposer will be available for joint review as specified in Part 2 – DB Section 110.

3.4.3 Return of Escrowed Proposal Documents

The Escrowed Proposal Documents submitted by unsuccessful Proposers will be returned to them after the Contract has been executed and delivered, after the Department rejects all of the Proposals, or after the Department terminates this procurement.

3.4.4 The Delaware Department of Transportation's Acknowledgment

The Department acknowledges that each Proposer considers that the Escrowed Proposal Documents constitute trade secrets or proprietary information. This acknowledgment is based upon the Department's understanding that the information contained in the Escrowed Proposal Documents is not known outside each Proposer's business, is known only to a limited extent and by a limited number of employees of the Proposer, is safeguarded while in the Proposer's possession, and may be valuable to the Proposer's construction strategies, assumptions, and intended means, methods, and techniques of design and construction. Except as set forth in the Contract or as required by applicable law, the Department acknowledges that the Escrowed Proposal Documents will at no time become the property of the Department.

3.5 SIGNATURES REQUIRED

The Proposal Certification (*see* Appendix C) and the Lump Sum Price Proposal Cover Sheet (Form PP, Appendix C to this ITP) shall be signed by all parties or Person(s) constituting the Proposer (i.e., by authorized representatives of all JV members or general partners, if the Proposer is a JV or partnership). If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney shall be provided, together with evidence of authorization.

3.6 NUMBERS OF DOCUMENTS

3.6.1 Executive Summary

Eleven copies of the Executive Summary shall be provided.

3.6.2 Proposal Security

One original of the Proposal Security (*see* Appendix C) shall be provided, with three certified copies.

3.6.3 Technical Proposal

One original and ten certified copies of the Technical Proposal, including the Supplemental Selection Information, (*see* Appendix A) shall be provided for each submission.

3.6.4 Lump Sum Price Proposal

One original and three certified copies of the lump sum Price Proposal, including any Supplemental Pricing Information, (*see* Appendix B) shall be provided.

3.6.5 Cost of Preparing Proposal

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, shall be borne by the Proposer, except for any costs paid in accordance with Section 2.7.

3.6.6 Obligation to Award

The Department is under no obligation to award the Contract to the Proposer submitting the lowest priced Proposal, to award to the apparent successful Proposer, or to award the Contract at all.

3.6.7 Additional Submittals Prior to Contract Execution

In addition to the copies submitted pursuant to Sections 3.6.3 and 3.6.4, the selected Proposer shall submit one original and three certified copies of the Technical Proposal (excluding Supplemental Selection Information) (*see* Appendix A) and the Lump Sum Price Proposal (including Supplemental Pricing Information) (*see* Appendix B) to the Department prior to execution for inclusion in the Contract.

3.7 RESOURCE AVAILABILITY

The Department is concerned that the resources in terms of people, equipment, Material, and supplies planned to be used on the Contract (if awarded to the Proposer) be available and not also be committed to other projects. The Proposer shall affirmatively state that, if the Proposer is awarded the Contract, the resources shown or indicated in the Proposal will be available, to the extent within Proposer's control. The Proposer shall affirmatively commit to undertake all reasonable efforts to provide all the key personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities. Proposer's statement regarding availability of personnel shall also include design personnel. *See* Form CR (Appendix C).

4.0 PRE-PROPOSAL MEETINGS

4.1 INFORMATIONAL MEETINGS

The Department may hold joint informational meetings with all Proposers at any time prior to the Proposal due date identified in Section 1.7.1.

The Department may hold informational meetings with individual Proposers at any time prior to the Proposal due date specified in Section 1.7.1. If individual informational meetings are offered to any Proposer, they will be offered to all Proposers.

4.2 ATTENDEES

If any informational meeting is held, the Proposer will be expected to attend with appropriate members of its proposed key personnel and, if required by the Department, senior representatives of the proposed Designer and the proposed QC Engineer.

4.3 QUESTIONS AND RESPONSES

Questions asked by any Proposer at any informational meeting where any response is expected will be recorded and the question and response will be provided in writing to all Proposers without attribution.\

5.0 CONTRACT AWARD AND EXECUTION

5.1 CONTRACT AWARD

Unless all Proposals are rejected or this procurement is cancelled, the Contract shall be awarded to the responsive Proposer offering a fully compliant Proposal that, after evaluation of the pass/fail and

technical evaluation factors, results in the highest Total Score.

Within 15 working days after the Department notifies the selected Proposer that the Department will award the Contract to the Proposer, the selected Proposer shall deliver to the Department one original and three certified copies of the following:

A) Volumes 1 through 5 of the Technical Proposal in the format specified in Appendix A, Table A, to this ITP. (*See* Section 3.6.7);

B) The Lump Sum Price Proposal, including the Supplemental Pricing Information, if any, in the format specified in Appendix B to this ITP. (*See* Section 3.6.7);

C) Required Payment and Performance Bonds. (Appendix C to this ITP);

D) Insurance certificates;

E) Full details of who will sign the Contract, if executed, and evidence as to the authority, power, and capacity of said individuals to bind the Proposer to a Contract;

F) Updated opinion of counsel on Form OC (with regard to Contract); and

G) Evidence that the Designer and any Subcontractors performing design and/or construction Work are properly licensed, if not previously provided.

Failure to comply with the above may result in cancellation of the notice of award and forfeiture of the Proposal Security.

Refer to Contract Documents Part 1 – Agreement for a sample of the Agreement that the selected Proposer will be required to sign. The selected Proposer shall not make any additions to, deletions from or changes in the required Agreement, but shall submit a letter providing the information necessary to complete the appropriate blanks in the form. After receiving the completed Contract from the Department, the selected Proposer shall sign the form and attach exhibits.

At the time of the return of the executed Contract, the successful Proposer shall furnish a Payment Bond and a Performance Bond on the form provided by the Department. The surety must be acceptable to the Department.

5.2 EXECUTION OF CONTRACT

The successful Proposer will be required to execute four originals of the Contract and to comply in all respects with the statutory provisions relating to the Contract within 20 calendar days of the date of the delivery of the Contract Documents by the Department. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Contract to the Department within the 20 calendar day period herein mentioned, the amount of the Proposal Security may be forfeited and paid to the Department.

If the Contract is not executed by the Department within 15 calendar days following receipt from the successful Proposer of the signed Contract and appropriate and satisfactory payment and performance bonds, the Proposer shall have the right to withdraw the Proposal without penalty.

If the Department and the apparent successful Proposer fail to execute the Contract within the time periods identified above, the Department reserves the right to make award of the Contract to the "next" apparent successful Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the Department may decide.

The Contract will be effective as of the date of final execution by the Department.

6.0 PROPOSAL EVALUATIONS

The Proposals shall be submitted in two separate parts as per the ITP, the written Technical Proposal (including the Supplemental Selection Information) and the Lump Sum Price Proposal (including any Supplemental Pricing Information). The information contained in the Technical Proposal will not be disclosed to the public or any other Proposer until after Contract execution.

The written Technical Proposal will be evaluated on the pass/fail and technical factors identified in the ITP. The Technical Review Committee will determine the pass/fail status and final total technical score of each Proposal before the public opening of the Lump Sum Price Proposals. The highest Total Score shall be determined by the following formula:

Final Total Score = Price Proposal Score + Technical Proposal Score (Final Technical Proposal – Maximum 100 points).

Scoring of Final Technical Proposals will be based on the maximum values noted for each factor listed in Section 6.1.2. Price Proposals scoring will be based on a comparison with the project budget as noted in section 6.1.3

The Department reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new Proposals, if in the judgment of the Department the best interests of the public will be promoted thereby.

Proposers are encouraged to keep in mind and address the Project goals identified in Section 1.1 in their Proposals.

6.1 EVALUATION FACTORS AND CRITERIA

Legal, Financial, and Responsiveness to ITP Requirements evaluation factors and elements will be evaluated on a pass/fail basis.

Final Technical Proposals will be scored on a quality basis while Price Proposals will be scored on a quantitative basis.

A Proposal must receive a pass on all pass/fail evaluation factors listed in Section 6.1.1 for the Proposal to be further evaluated and scored based on the technical evaluation factors identified in Section 6.1.2.

6.1.1 Pass/Fail Evaluation Factors

Each Proposal must achieve a rating of pass on any pass/fail evaluation factor listed in Sections 6.1.1.1 through 6.1.1.5 to receive further consideration. Failure to achieve a pass rating on any pass/fail evaluation factor after any clarifications (*see* Section 6.2) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

6.1.1.1 Legal

The Legal evaluation factor includes the following:

A) A legal opinion provided on Form OC (*see* Appendix C to this ITP);

B) A properly executed Form of Proposal, (Appendix C of this ITP);

C) Prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the successful Proposer is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XIV of Title 8 of the Delaware Code, and as further amended at the time of submittal;

D) For any Subcontractor performing construction Work, Prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the Subcontractor is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XIV of Title 8 of the Delaware Code, and as further amended at the time of submittal;

E) Completion and submittal of specified forms and documents; and

F) Compliance with Instructions to Proposers legal requirements.

The specific information to be submitted is identified in Appendix A, Sections A3.2 and A3.3, to this Instruction to Proposers.

6.1.1.2 Financial

Financial evidence must show the Proposer's sustained capability to meet the financial responsibilities of the Contract and updated evidence or reaffirmation of the Proposer's continuing capability to secure performance and payment bonds covering the specific terms of the Contract. (*See* Section A3.4 of Appendix A to this ITP and Part 2 – DB Section 100, DB Section 103-2 and Appendix 103A, Payment, Performance, and Retainage Bond Form.)

6.1.1.3 Responsiveness to Instructions to Proposers Requirements

All forms shown in Appendix C to this ITP shall be completed and all forms and information specified in Appendices A and B to this ITP shall be provided in the manner, format, and detail specified without alteration of the forms for the Proposal to be eligible to receive further consideration. Failure to comply with this requirement may result in the Proposal receiving a "fail" rating for responsiveness to ITP requirements and may result in the Proposal being declared non-responsive.

6.1.1.4 DBE Commitments

The Proposers shall describe the DBE commitments that have been made as of the Proposal Due Date and shall describe the efforts taken by the Proposer to ensure that the dollars committed to DBEs on the Project are representative of the available design and construction DBEs.

6.1.1.5 Minimum Technical Score

The Proposer must receive a minimum Technical Proposal score of 70.

6.1.2 Technical Proposal Evaluation Factors (100 Points)

The following are the technical evaluation factors to be considered by the Department in the scoring of the Final Technical Proposals with the maximum possible points noted in parenthesis:

A) Technical Solutions (60 points);

B) Key Personnel and Experience (15 points); and

C) Management Approach (25 points).

Within the above listed factors, the following are the subfactors the Department will consider during the evaluation with their respective maximum point total noted in parenthesis:

1) **Technical Solutions (60 Points)**
   A) Design and Construction Concepts (25 points);
   B) Maintainability, Inspectability, and Durability (20 points);
   C) Quality of Schedule (5 points); and
   D) Bridge Aesthetics and Public Involvement (10 Points).

2) **Key Personnel and Experience (15 points)**
   A) Team Qualifications (15 points).

3) **Management Approach (25 points)**
   A) Project Management and Quality Control Plans (10 points); and
   B) Project Safety Plan (15 points).

Each individual on the Evaluation Committee will assign Raw Score values to each of the eight (8) technical evaluation subfactors. Raw Score values will be expressed as percentage values on a scale of 0% to 100% for each subfactor being considered. At the end of the process, the average Raw Score for each subfactor will be determined and multiplied by the total possible points allocated for that item. The summation of points for all evaluation subfactors will represent the Technical Proposal Score for each Proposer.

Score Sheets to be used by the Evaluation Committee are included in ITP, Appendix C and include a description of the Department's intent for each subfactor and some of the considerations to be included in the determination of the Raw Scores. The order of the considerations included on the Score Sheets are not intended to suggest any relative importance for the respective evaluation subfactors.

The following Raw Score definitions shall apply:

0% - The Design-Build Proposal does not adequately address the considerations for the evaluation subfactor and/or the Proposal is marginally acceptable relative to the subfactor being considered.

70% - The Design-Build Proposal includes sufficient information to address the considerations for the evaluation subfactor and the Proposal is acceptable relative to the subfactor being considered. This score is indicative of an average solution and/or level of effort with respect to the subfactor being considered.

100% - The Design-Build Proposal includes all pertinent information regarding the evaluation subfactor in a manner that is easily understood and the Proposal is exceptional relative to the subfactor being considered. This score indicates that all practical means to address the intent of the evaluation subfactor have been included in the Proposal and that no apparent ambiguities exist.

See ITP, Appendix A for Technical Proposal submittal requirements.

6.1.3 Price Proposal Evaluation

The Proposer shall submit a Lump Sum Price Proposal for all services in fulfillment of the requirements and within the constraints of this Scope of Services Package. The Price Proposal shall be prepared and

submitted in accordance with Appendix B to this ITP. The Total Lump Sum Price shown in the Price Proposal shall be the Lump Sum Contract Price for the Project if the Contract is awarded.

Specific information to be submitted is identified in Appendix B to this ITP. The Price Proposals will be evaluated by comparing the submitted proposal price with the defined project budget (See formula below)

Each Price Proposal shall specify the Total Lump Sum Price for the Work to be performed according to the Scope of Services Package. Each Price Proposal will be evaluated and scored based on the criteria set in Section 6.1.3.1. If all pass/fail evaluation factors are satisfied, the Department shall determine the highest Total Score by combining the Final Technical Proposal Score with the Price Proposal Score using the formula identified in Section 6.0. The Department reserves the right to reject any Proposal in which any of the prices are significantly unbalanced to the potential detriment of the Department.

The price shall be indicated in words. For example, "$1,234,567.89" indicated in words is "one million two hundred thirty-four thousand five hundred sixty-seven dollars and eighty-nine cents."

The Proposer's price shall not include any fraction of a cent.

Any Proposal may be deemed non-responsive which in any manner fails to conform to the conditions of the Scope of Services Package.

The Department may determine that the Price Proposal is non-responsive if the Department determines, in its sole discretion, that any of the following are applicable:

1) The Price Proposal is significantly unbalanced relative to the Scope of Work;
2) The Price Proposal does not provide all information in conformance with the Instructions to Proposers;
3) The Price Proposal contains a Proposal Periodic Payment Schedule that is significantly inconsistent with the Proposed Baseline Progress Schedule; and/or
4) The Price Proposal contains unreasonable prices on Form SP (*see* ITP, Appendix C).

6.1.3.1 Price Proposal Score

The score for the Price Proposal category shall be established as follows. Each Price Proposal shall receive a point score, positive or negative, based on the arithmetic difference between the submitted Lump Sum Price proposed and the budget ($130,000,000) established for the project. For every million dollars difference from the established budget, the Proposer would receive one (1) point added to or subtracted from their Price Proposal Score. To minimize the potential for a tie between two Proposers with the Total Score, the Price Proposal Score will be carried to the necessary decimal places. Therefore, each Lump Sum Price should not be rounded. An example is provided for clarification purposes.

<u>Example</u>

Proposer	Lump Sum Price	Price Proposal Score (In Points)
A	$123,500,410.50	6.49958950
B	$99,850,309.78	30.14969022
C	$137,684,420.46	-7.68442046

6.2 CLARIFICATIONS

The Proposer shall provide accurate and complete information to the Department. If information is not complete, the Department shall either declare the Proposal non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement of this Project until all information required is provided. Any insufficient statements or incomplete affidavits will be returned directly to the Proposer by the Department with notations of the insufficiencies or omissions and with a request for Clarifications and/or submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, the Proposal may be declared non-responsive.

The Department may waive technical irregularities in the form of the Proposal of the Proposer that do not alter the quality or quantity of the information provided.

The Department may, at its sole discretion, request Clarifications and/or corrected, additional, or missing information from Proposers during the Proposal evaluation and selection process.

All requests and responses shall be in writing by certified mail, courier, Electronic-mail (E-mail), or facsimile. Responses shall be in accordance with Section 2.2 and be limited to answering the specific information requested by the Department.

In the event a material error is discovered in the Scope of Services Package during the Proposal evaluation process, the Department will issue an Addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected Scope of Services Package.

6.3 INTERVIEWS/PRESENTATIONS

The Department may meet with and receive presentations and conduct interviews with Proposers prior to opening the lump sum Price Proposals. If presentations and interviews are conducted, the Proposer will be expected to attend with appropriate members of its proposed Key Personnel.

6.4 SELECTION DETERMINATION

The Department will award the Contract based on the highest Total Score. The limited time frame to complete the Project and the importance of quality in the completed Project require that the maximum possible flexibility be afforded the Design-Builder to plan, design, construct, and control the Project. The Department's procedures for the evaluation and selection of Proposals are structured to provide a comprehensive evaluation of quality that when combined with price will result in the selection of the appropriate Design-Builder.

The Department will rate the Proposals for pass/fail and technical capability. In determining the successful Proposer, the Department will evaluate the technical evaluation factors and subfactors and assign an overall technical rating and score for each Proposer using the guidelines in Section 6.1.1 and 6.1.2. The Department will also determine whether the Lump Sum Price Proposals are responsive. The Lump Sum Price Proposal will then be scored on the criteria in Section 6.1.3.1. The value from the Price Proposal Score will be added to the Final Technical Score to equal the Final Total Score as specified in Section 6.0. The contract will be awarded to the Proposer with the highest Final Total Score.

The Department will not Award the Contract to any Proposer that receives a fail rating on any pass/fail evaluation factor (Section 6.1.1). The Department will not award the Contract to any Proposer that the Department determines has submitted a Proposal deemed non-responsive in any category. (Price Proposal or Technical Proposal).

6.5 PRE-AWARD MEETINGS

The Department may meet with the selected Proposer prior to award at any time after selection.

7.0 HEARINGS

These Sections 7.0 through 7.3 define the exclusive review remedies available with respect to this Scope of Services Package. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to review contained herein, expressly waives all other rights and remedies, and agrees that the Secretary's decision, as provided herein, shall be final and conclusive. These provisions are included in this Scope of Services Package expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive review remedies set forth in this Scope of Services Package, it shall indemnify, defend, and hold the Department and its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Proposer actions. The submission of a Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

7.1 NOTIFICATIONS

Pass/fail, technical evaluation factors, and the Lump Sum Contract Price are being considered in the overall evaluation of each Proposal. The Technical Review Committee will verify all pass/fail requirements have been satisfied and make the determination as to whether each Proposal shall be considered responsive. For all responsive Proposals, the Technical Review Committee will evaluate and score the Technical Proposal and assign a Final Technical Proposal Score to be announced at the public opening of Price Proposals. The Total Score and apparent successful Proposer will be determined at the public opening per ITP Section 2.8.4.

Should the Technical Review Committee deem any Proposal non-responsive, the Proposer will be notified prior to the public opening.

7.2 HEARING

If any Proposer requests a review of its technical evaluation factor ratings (only those specifically requested), Total Technical Score, Price Proposal Score and Final Total Score, the Chief Engineer will hold a hearing to allow the Proposer to present facts and arguments in support of its request for a review. The Chief Engineer will present findings of the hearing(s) to the Secretary for a decision on whether or not to review each requesting Proposal's technical evaluation factor ratings (only those specifically requested), Total Technical Score, and Final Total Score.

7.3 REVIEW

If the Secretary decides that a review or reviews should take place, then the same specific technical evaluation factor rating(s) of all Proposals will be reviewed and re-evaluated by the same Technical Review Committee and evaluation team and revised Final Total Technical Scores will be determined (if a change in a rating is made).

8.0 THE DEPARTMENT'S RIGHTS AND DISCLAIMERS

8.1 THE DEPARTMENT'S RIGHTS

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this Scope of Services Package. The Department reserves the right, in its sole and absolute discretion, to do any of the following:

A) Reject any or all Proposals;

B) Issue a new Scope of Services Package;

C) Cancel, modify, or withdraw the entire Scope of Services Package;

D) Issue addenda, supplements, and modifications to this Scope of Services Package;

E) Modify the Scope of Services Package process (with appropriate notice to Proposers);

F) Appoint a Technical Review Committee and evaluation teams to review Proposals and seek the assistance of outside technical experts in Proposal evaluation;

G) Approve or disapprove the use of subcontractors and/or substitutions and/or changes in SOQs;

H) Revise and modify, at any time before the Proposal due date identified in Section 1.7.1, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Department shall circulate an addendum to all Proposers on the Short-List setting forth the changes to the evaluation criteria or methodology. The Department may extend the Proposal due date identified in Section 1.7.1 if such changes are deemed by the Department, in its sole discretion, to be material and substantive;

I) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;

J) Waive weaknesses, informalities, and minor technicalities in Proposals;

K) Disqualify any Proposer that changes its organization (as represented in its SOQ) without Department written Approval;

L) Hold the Proposals under consideration for a maximum of sixty (60) calendar days after the Proposal due date specified in Section 1.7.1 until the final Award is made; and/or

M) Refuse to issue a Scope of Services Package to a prospective Proposer and to refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:

    1) Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;

    2) Default on the part of a Principal Participant or Designer under previous contracts;

    3) Unsatisfactory performance of previous work by the Proposer, a Principal Participant, and/or a Designer;

    4) Issuance of a notice of debarment or suspension under Department or federal regulations to the Proposer, a Principal Participant, and/or a Designer;

    5) Submittal by the Proposer of more than one Proposal for the same Work under the Proposer's own name or under a different name;

    6) Evidence of collusion between a prospective Proposer (or any Principal Participant or Designer) and other Proposer(s) (or Principal Participants or Designers) in the preparation of an SOQ, proposal, or bid for any Department project; and/or

    7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible, which in the judgment of the Department might reasonably be expected to hinder or prevent the prompt

completion of additional work if awarded.

This Scope of Services Package does not commit the Department to enter into a Contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for any costs paid in accordance with Section 2.7 to this ITP.

8.2 THE DEPARTMENT'S DISCLAIMERS

In issuing this Scope of Services Package and undertaking the procurement process contemplated herein, the Department specifically disclaims the following:

A) Any liability or commitment to provide revenues to assist in carrying out any and all phases of the Project; and

B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement, except for any costs paid in accordance with Section 2.7.

In submitting a Proposal in response to this Scope of Services Package, the Proposer is specifically acknowledging these disclaimers.

STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

NEW INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS

APPENDIX A
TECHNICAL PROPOSAL INSTRUCTIONS

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A1.0 GENERAL INSTRUCTIONS

This Appendix A to the Instructions to Proposers (ITP) describes the specific instructions for preparing the Technical Proposals.

The Proposer shall submit the information required by this Appendix A in the organization and format specified herein.

Proposals shall be submitted in separate volumes (*see* Table A – Outline for Submittal of the Technical Proposal) containing the following information:

A) Executive Summary and Summary Statement;

B) Legal (Volume 1);

C) Financial (Appendix A to Proposal);

D) Technical Solutions (Volume 2);

E) Key Personnel and Experience (Volume 3);

F) Management Approach (Volume 4);

G) Bridge Security (Volume 5); and

H) Appended Information..

All Proposal Information submitted in Volumes 1 through 5 will be used for evaluating the Proposals and determining the successful Proposer and will be incorporated into the Contract as Part 8 – Proposal Information. The Supplemental Selection Information (Executive Summary, Summary Statement, and information in Appendix A to the Technical Proposal) will be used for evaluating the Proposals and determining the successful Proposer but will not be incorporated into the Contract.

All forms named herein are found in Appendix C unless otherwise noted.

Text shall be in English in a standard font, a minimum of 12 points in height, single-spaced. Pages shall be 8½ inch x 11 inch white paper, with simple lettered/numbered dividers for each section/subsection. Single-sided pages shall be used except for pre-printed information, such as corporate brochures.

Drawings or sketches shall be submitted on 11 inch x 17 inch and/or 8 ½ inch x 11 inch white paper.

Schedule plots shall be on 24 inch x 36 inch or 22 inch x 34 inch paper, folded and inserted in an envelope or similar holder that is incorporated into the volume.

The Proposer shall number each page in each volume consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

Proposers should present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information shall be easily reproducible by normal black and white photocopying machines. Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review.

Volumes 2 through 5 are limited to a combined total of 150 pages, exclusive of tabs and divider pages, cover letters, calculations, specifications, schedule plots, and drawings or sketches. The Quality Plan is also excluded from the page count.

A2.0 EXECUTIVE SUMMARY AND SUMMARY STATEMENT

A2.1 EXECUTIVE SUMMARY

The Proposer shall submit an Executive Summary and a Summary Statement with the Technical Proposal in a binder or folder separate from the Proposal volumes and appendices. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal requirements of the Contract. The Proposer shall limit the Executive Summary to no more than ten pages inclusive of text, selected photographs, and/or sketches. The Proposer shall distinguish those items which, in the opinion of the Proposer, represent significant value to the Department and which may distinguish its Proposal from those of others.

At a minimum, the Executive Summary shall summarize the following:

A) Legal: A summary of the legal structure of the Proposer, any agreements among the Proposer team members, and the legal commitments to the Department;

B) Financial: A summary of Proposer's financial strength and structure for undertaking and completing the Work;

C) Technical Solutions: A summary of the design concepts and technical challenges to be addressed in connection with the Work. The Proposer shall specifically address:

1) Structure type, size, and location for the bridge;
2) Geotechnical and foundations concepts;
3) Construction concepts;
4) Roadway design and construction concepts and how the Work impacts the existing approaches;
5) Bridge long-term performance and maintenance concepts;
6) Summary schedule with major milestones and a summary design and construction schedule;
7) Public Outreach; and
8) Aesthetic features.

D) Management Approach: A summary of the management approach and concepts to be used in connection with the Work. The Proposer shall specifically address:

1) Proposer's commitment to quality;
2) Proposed management systems to ensure successful and satisfactory completion and integration of the design and construction Work;
3) Roles and responsibilities of all Principal Participants and other key firms; and
4) The Proposer's Safety Plan.

The Proposer shall not include any information suggesting the Lump Sum Contract Price in the Executive Summary.

The Executive Summary shall be suitable for presentation to and review by the Secretary. The Executive Summary may be released to the media after selection, hence sensitive or confidential information should not be discussed in the Executive Summary.

A2.2 SUMMARY STATEMENT

The Proposer shall prepare a Summary Statement outlining the specific areas where the Proposer has shown enhanced quality in long-term performance, durability, and maintainability through the information submitted with its Proposal. The Proposer shall indicate in its statement the specific section of the Technical Proposal where the information is shown.

The Proposer shall not include any information suggesting the Lump Sum Contract Price in the summary statement.

A3.0 LEGAL AND FINANCIAL INFORMATION

A3.1 OBJECTIVES

The objective of the Legal pass/fail evaluation factor is to identify legally constituted Proposers able to submit Proposals, enter into the Contract, and complete the Work and that have obtained all required licenses.

A3.2 LEGAL INFORMATION FOR VOLUME 1 OF THE PROPOSAL

The Proposer shall submit the following legal information:

A) The Proposal Certification that shall constitute a firm offer to the Department valid for 60 calendar days after the Proposal due date. The Proposal Certification shall be executed by the Proposer or by its legally authorized representative, and by each JV member or general partner (as applicable) by their respective legally authorized representatives (pass/fail);

B) Form NS, Named Subcontractors and Suppliers, including the percentage of the Proposal price that represents anticipated Subcontractor and Supplier participation (not specific dollar value of participation). The Proposer shall show all Major Subcontractors (Subcontractors performing five percent or more of the value of the Work), Major Suppliers (Suppliers providing products and Material valued in excess of five percent of the value of the Work), the Designer and known Architectural/Engineering (A/E) subconsultants, and the QC Engineer on Form NS (pass/fail); and

C) Evidence that any named Subcontractors or Suppliers that are required to be licensed by either the Delaware Association of Professional Engineers or the State Licensing Board for Contractors or both have been licensed (pass/fail).

A3.3 LEGAL INFORMATION FOR APPENDIX A TO THE PROPOSAL

A3.3.1 Notarized Power(s) of Attorney

The Proposer shall provide a notarized Power of Attorney naming the individual who signed the Proposal on its behalf as its attorney-in-fact, with authority to execute and deliver the Proposal, and Clarification, and the Agreement on its behalf, and to act for and bind it in all matters relating to the Proposal (pass/fail).

If the Proposer is a Joint Venture, Limited Liability Company, or partnership, it shall also submit the following:

A) Evidence that each member of the JV, LLC, or partnership shall be jointly and severally liable for any and all of the duties and obligations, including performance, of the Proposer assumed under the Proposal and under any Contract arising therefrom, should its Proposal be accepted by the Department (pass/fail); and

B) A notarized Power of Attorney executed by each JV member, LLC member, or general partner, naming the individual who signed the Proposal and joint and several liability document on its behalf as its attorney-in-fact, with authority to execute the Proposal, joint and several liability document, and Agreement on its behalf and to act for and bind it in all matters relating to the Proposal (pass/fail).

A3.3.2 Proposal Certification Form

The Proposer shall submit the Proposal Certification Form certifying that the Proposal is not the result of, and has not been influenced by collusion (pass/fail).

A3.3.3 Opinion of Counsel

The Proposer shall include an opinion of counsel in the format of Form OC (*see* Appendix C) by in-house or outside counsel with respect to the Proposer and its JV or LLC members or general partners (pass/fail).

A3.3.4 Organizational Documents

The Proposer shall submit organizational documents in the form of copies of articles of incorporation and bylaws, the JV agreement, the partnership agreement, the LLC operating agreement, or equivalent organizational documents for the Proposer and each Person signing a joint a several liability document, which organizational documents shall be consistent with the responsibilities to be undertaken by the Proposer and such Persons under the Contract (pass/fail).

A3.4 FINANCIAL INFORMATION FOR APPENDIX A TO THE PROPOSAL

The Proposer shall submit evidence (as described in this Section A3.3) of capability to meet the financial responsibilities of the Contract.

A3.4.1 Objectives

To identify Proposers with demonstrated capability to undertake the financial responsibilities associated with the Project, including bonding.

A3.4.2 Letter of Commitment of Surety

The Proposer shall submit letter(s) of commitment from surety(ies) meeting the requirements of Section A3.4.3 to provide performance and payment bonds as per Part 2 – DB Section 100, DB Section 103-2 and Appendix 103A, Payment, Performance, and Retainage Bond Form (pass/fail).

The Proposer shall not include any information suggesting the actual Proposal Price in the letter (pass/fail).

A3.4.3 Surety Financial Requirements

Each Bond described in Section A3.4.2 shall be issued by a Surety listed on the United States (US) Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide (pass/fail).

No surety or insurance company shall write a Bond which is in excess of the amount indicated as approved for it by the US Department of the Treasury Financial Management Service list of approved bonding companies and an insurance company not on the US Department of Treasury Financial Management Service list of approved bonding companies shall not write bonds exceeding ten percent of the policyholder's surplus as shown in the A.M. Best's Key Rating Guide (pass/fail). In addition, any Bond written for the Project shall be written by a surety or insurance company that is currently licensed to do business in the State of Delaware (pass/fail).

A4.0 TECHNICAL SOLUTIONS INFORMATION

A4.1 OBJECTIVES

The following are the objectives for the Technical Solutions technical evaluation factors:

A) To identify Proposers with a demonstrated understanding of the overall Project requirements through the applicable design concepts presented;

B) To identify the best overall proposed solution for the bridge concept design, including the roadway geometric design if a change from the original project requirements is proposed;

C) Concepts will be evaluated based on long-term durability, service life, and considerations for future inspection and maintenance;

D) To identify Project concepts that demonstrate high aesthetic value both for the bridge structure and the overall Project-wide facility. This will take into consideration the overall structural proportions and Project-wide consistent use of Materials, shapes and elements, landscape architecture, and roadway appearance; and

E) To identify Proposers with proposed Baseline Progress Schedules for both the Design and Construction that are sufficiently detailed to demonstrate their understanding of the Work to be performed and the ability to complete the Work on schedule and within the Lump Sum Contract Price. Consideration will be given to a Proposer's ability to commit and mobilize Key Personnel, Equipment, and Materials in order to perform the Work required according to the proposed schedule.

A4.2 TECHNICAL SOLUTIONS INFORMATION FOR VOLUME 2 OF THE PROPOSAL

In the Proposal provided in response to each of Sections A4.2.1 through A4.2.4, the Proposer shall indicate and describe features of the proposed design, construction methods, and/or Material offered by the Proposer that will accomplish the following:

A) Improve the long term performance of Project elements, particularly the bridge structure;

B) Enhance the inspectability and maintainability of the Project;

C) Minimize maintenance costs; and

D) Minimize interruptions in service or traffic for maintenance.

A4.2.1 Bridge Structure

The Proposer shall prepare and submit detailed summary information regarding the bridge structure proposed for the Project. The information provided shall in general outline how the proposed bridge structure design and components meets or exceeds the Performance Specification (*see* Appendix A of Part 3 – Design Criteria and Performance Specifications). Key elements that should be discussed or detailed

include the following:

A) A basic structural layout and scheme for the bridge structure. At a minimum, this should include the type, size, and location information, support arrangement, location of expansion joints and layout (pass/fail);

B) The design methodology proposed, including computer software to be used and any requested deviation from or additions to the design criteria and design codes provided in this Scope of Services Package;

C) The bridge support system to be used. This should include specific information regarding the hardware and how it will be incorporated into the design and construction. Any benefits of the system should be discussed. Specific attention should be given to support installation, inspection, corrosion protection, and replacement;

D) Information on the foundation types proposed and the justification for the selection. All foundations associated with the bridge structure should be addressed. The design approach/methodology and proposed construction techniques and sequence should be presented. The capacity of the foundations to resist scour and other design loading shall be discussed;

E) The construction sequence proposed for the entire bridge structure;

F) The wind analysis proposed, including a concise discussion of the wind tunnel testing proposed and how the results of the testing and analysis will be incorporated into the structural design; and

G) The bridge structure aesthetics considerations. Any specific aesthetic features proposed will be presented. A discussion should be provided that describes the overall aesthetics of the structure and validates the aesthetic theme chosen.

A4.2.2 Roadway Geometrics

The Proposer shall prepare and submit the design information contained in the Roadway Performance Specification (*see* Appendix A to Part 3 – Design Requirements and Performance Specifications) if a change from the original/previous project requirements is proposed. This information shall include specific roadway geometrics proposed and a narrative discussing transitions, tie-ins, and staging issues between the bridge and roadway construction.

A4.2.3 Proposed Baseline Progress Schedule

The term “Proposed Baseline Progress Schedule” as used herein means the time-scaled, critical path network depicting Project Sections, Project Components and subordinate activities and their respective durations, and sequences and inter-relationships that represent the Proposer’s Work plan for designing, constructing, and completing the Project.

The Proposer shall not show or submit any actual pricing information with the Proposed Baseline Progress Schedule that would be indicative of the Lump Sum Price included in the Price Proposal (Appendix B) (pass/fail). A price-loaded schedule will be required as part of the Technical Proposal and should be based on percentages of the Lump Sum Price included in the Price Proposal. Percentage values are to be expressed with two decimal place accuracy (e.g., 3.02%).

The Proposer shall submit the following information pertaining to the Proposed Baseline Progress Schedule:

A) A Proposed Baseline Progress Schedule for the Project meeting the following requirements:

1) The Proposed Baseline Progress Schedule shall be in color hardcopy format and Primavera P3e or compatible electronic format on disk;

2) The Proposed Baseline Progress Schedule shall be consistent with the Department's Project Sections and preferred Project Components listed on Form PCD (see Appendix C). Except where a Value is shown as a mandatory Value, the Proposer may adjust this list to more accurately reflect planned sequences and methods, however, the level of detail shall be similar to that reflected in the list of preferred Values. Mobilization shall not be shown as a Value. Mobilization shall be shown as an activity under Project Component 1;

3) All Project Components shall be assigned to the Project as described in Part 2 – DB Sections 109-1 and 109-2 and shown on Form PCD;

4) The Proposed Baseline Progress Schedule shall be price-loaded (percentage values only) and reflect the Work included in the Lump Sum Price Proposal;

5) The Proposed Baseline Progress Schedule shall show the proposed date for opening to traffic;

6) The Proposed Baseline Progress Schedule shall show the Substantial Completion Date not later than that shown in ITP, Section 1.7.1 (pass/fail); and

7) The Proposed Baseline Schedule shall show the Final Acceptance Date not later than three months from Substantial Completion.

B) A "stand-alone" narrative of sufficient detail to explain the basis of the Proposed Baseline Progress Schedule. The "stand-alone" narrative shall describe activities and how the activities interrelate and how activity durations were determined. The Proposer shall include and discuss the following at a minimum:

1) Basis for and assumptions used in preparing the Proposed Baseline Progress Schedule;

2) Anticipated order and delivery dates of Material and equipment, especially long-lead time items;

3) Restraints, risks, and limitations;

4) Critical path activities;

5) Holidays and other non-work days;

6) Potential problem areas; and

7) Coordination required;

C) A plan for mobilizing Key Personnel, equipment, Material, and supplies. The mobilization plan must be consistent with the Proposed Baseline Progress Schedule;

D) A summary of major risks to the Proposed Baseline Progress Schedule with explanation

of planned contingencies and an approach to managing these risks should they arise;

E) A brief narrative description of the proposed Project controls approach, including the following:

1) A description of the Proposer's system for preparing and updating the Baseline Progress Schedule; and

2) A description of the proposed plan to integrate design and subcontract activities into its scheduling and reporting system; and

F) A completed Schedule of Values, Form SV (Appendix C) depicting proposed percentage values of the Lump Sum Price Proposal.

A4.2.4 Public Outreach

The Proposer shall prepare and submit a Public Outreach Plan in accordance with the Public Outreach Performance Specification (*see* Appendix A to Part 3 – Design Requirements and Performance Specifications).

The Proposal should clearly identify any proposed public involvement and should discuss any anticipated pedestrian, traffic, park or other public impacts.

A4.2.5 Bridge Security

The Proposer shall prepare and submit a narrative discussing proposed methods for providing bridge security. This information is to be submitted as Volume 5 of the Technical Proposal and shall be marked CONFIDENTIAL. Specific minimum requirements for the Bridge Security Program will be furnished separately to the Proposers upon issuance of the final Scope of Services Package.

A5.0 KEY PERSONNEL AND EXPERIENCE INFORMATION

A5.1 OBJECTIVES

The following are the objectives for the Key Personnel and Experience Information:

A) To identify Proposers that will effectively manage all aspects of the Contract in a quality, timely, and effective manner;

B) To identify the best personnel for key positions with demonstrated experience and expertise in and record of producing quality work on projects of a similar nature to this Project. The Key Personnel positions for the purposes of this Scope of Services Package are identified in Part 4 – Special Provisions, Special Provision 108C; and

C) To avoid personnel with a history of legal and financial problems on other projects that could adversely impact this Project generally.

A5.2 KEY PERSONNEL AND EXPERIENCE INFORMATION FOR VOLUME 3 OF THE PROPOSAL

The Proposer shall submit Form KP (*see* Appendix C) (pass/fail).

A5.3 KEY PERSONNEL AND EXPERIENCE INFORMATION FOR APPENDIX A TO THE PROPOSAL

The Proposer shall submit resumes of Key Personnel (pass/fail).

A6.0 MANAGEMENT APPROACH INFORMATION

A6.1 OBJECTIVES

The following are the objectives for the Management Approach technical evaluation factors:

A) To identify Proposers that demonstrate a clear understanding of the Project through their proposed Project approach, including, but not limited to, the construction staging plan;

B) To identify Proposers that demonstrate sound, proven Project management techniques for design management, construction management, and the integration of both on Design-Build (DB) projects. This will include consideration of document control techniques employed to assure the flow, storage, and archiving of information; and

C) To identify Proposers that demonstrate sound, proven Quality Control (QC) and procedures for this Project.

A6.2 MANAGEMENT APPROACH INFORMATION FOR VOLUME 4 OF THE PROPOSAL

A6.2.1 Project Components Descriptions

The Proposer shall complete and submit Form PCD describing the Project Components (pass/fail). The Proposer shall adequately describe the physical features and activities included in the Project Components and include all Work included in the Component Value of each Project Component as reflected on Form SV (*see* Appendix C). *See* Part 2 – DB Section 100, DB Section 109-1.2, regarding instructions for describing Project Components.

A6.2.2 Organization

Some components of the Proposal relating to the Proposer's organization will be rated on a pass/fail basis and others will receive quality ratings.

A6.2.2.1 Single Point of Contact

The Proposer shall designate a single point of contact and provide the information requested on Form C (*see* Appendix C). The single point of contact shall be the Proposer's designated Project Manager. (Pass/fail.)

A6.2.2.2 Commitment of Resources

The Proposer shall submit Form CR (*see* Appendix C) providing a written commitment, signed by the Proposer's authorized representative, that the resources shown in the Proposal, including Key Personnel and other staff identified by name, equipment, Material, supplies and facilities, will be available and assigned to the Project if the Proposer is awarded the Contract to the extent such assignment remains within the control of the Proposer or its Principal Participants. (Pass/fail.)

A6.2.2.3 Organization Charts and Staff and Office Locations

The Proposer shall submit the following information pertaining to organization charts, staff, and office locations:

A) An organization chart showing the Key Personnel (pass/fail);

B) An organization chart depicting the roles and responsibilities of the Principal Participants and named Subcontractors (design and construction) (pass/fail);

C) An organization chart showing the proposed design organization including detailed

responsibilities and organization of the design staff (pass/fail);

D) An organization chart(s) showing the proposed construction organization including detailed responsibilities and organization of the construction staff (pass/fail);

E) An organization chart showing the planned QC organizations (design and construction), including names of independent sampling and testing laboratory(ies) and to whom the QC staff report within the Proposer's (Design-Builder's) organization (pass/fail);

F) An organization chart showing the planned safety organization and its relationship to the Proposer's organization. The Proposer shall indicate roles and responsibilities of safety staff (pass/fail)

G) A description of those categories of Work which the Proposer anticipates will be performed by his own forces and which will be subcontractor performed;

H) Plans and procedures for management of subcontractors; and

I) The city and state where assigned staff not designated to be located on site will be located, particularly the location(s) of design staff.

A6.2.3 Safety Plan

The Proposer shall prepare and submit a Safety Plan meeting the minimum requirements of Part 2 – DB Section 107-5. Special discussion addressing public safety and construction risks is to be included.

A6.2.4 Project Management Plan

The Proposer shall submit the information specified in this Section A6.2.4.

A6.2.4.1 Quality Plan

The Proposer shall submit the following information pertaining to the Quality Plan:

A) The name(s), location(s), and qualifications of independent testing laboratory(ies) (pass/fail);

B) A summary of the Proposer's proposed Quality Plan as per Part 2 – DB Section 100, DB Section 113. The Proposer shall provide a Quality Plan that addresses all components described therein and in the order and format specified, including both design and construction QC programs; and

C) A narrative describing the following:

1) The roles, responsibilities, qualifications, and authorities of QC personnel (design and construction) over design and construction activities to ensure final product quality;

2) How the independence of QC activities from production staff influence will be accomplished;

3) The relationship with and authority of the QC staff with regard to the design and construction production staff;

4) How Quality Control will be handled for design and construction subcontractors; and

5) A description of how design and construction activities performed by different firms

will be coordinated to ensure consistency and quality.

A6.2.4.2 Design Management

The Proposer shall submit the following pertaining to Design Management:

A) Form DU (*see* Appendix C) showing the Proposer's plan for dividing the Project and/or Project Sections into distinct Design Units (*see* Part 2 – DB Section 100, DB Section 111-3) (pass/fail);

B) A brief narrative describing the following:

1) The Proposer's design management concept. The Proposer shall indicate total design staffing required;

2) The planned approach to addressing constructability, durability, maintainability, safety, aesthetics, and environmental requirements in the design process;

3) The planned approach for integrating and coordinating the design and construction efforts;

4) A planned approach to design integration among different firms and/or offices; and

5) A planned approach to integrating design and construction personnel;

C) A summary Design Review Plan outlining how the Proposer will facilitate and implement Design Reviews as set out in Part 2 – DB Section 100, DB Section 111-7, including the following:

1) Identification of Design Reviews planned for each Design Unit;

2) A summary of the level of completion anticipated at each Design Review in terms of components designed (not just percent complete);

3) Coordination with the Department or representatives during Quality Assurance checks;

4) A summary of how Design Drawing reviews, Working Drawing reviews, field design changes, and Record Drawing documentation will be accomplished; and

5) A description of how the Designer will be involved during the construction phase.

A6.2.4.3 Construction Management

The Proposer shall submit a brief narrative description of Proposer's proposed Construction Management Plan, including the following:

A) How the Proposer plans to address unusual weather events, equipment breakdowns or material unavailability;

B) The proposed construction staging and phasing plan indicating timing and sequencing of major activities for the Project. Emphasis should be placed on segmenting the Project such that all Work can be accomplished in a Work zone as expeditiously as possible;

C) How the Design-Builder will approach problem solving, resolution of disputes, and

coordination with other contractors adjacent to the Project; and

D) The construction start date and time to complete and schedule management, including the use of P3e software.

E) How the Proposer plans to address the coordination issues with the DNREC Park Staff and the other contractors who will be working in close proximity to the bridge site.

A6.3 MANAGEMENT APPROACH INFORMATION FOR APPENDIX A TO THE PROPOSAL

No information required.

A7.0 FORMAT AND ORGANIZATION OF THE PROPOSAL

The Proposal shall be prepared in accordance with Table A.

TABLE A
OUTLINE FOR SUBMITTAL OF THE TECHNICAL PROPOSAL

Proposal Volume/Section Number	Volume/Section Title and Required Information	Reference
	EXECUTIVE SUMMARY AND SUMMARY STATEMENT	A2.1 and A2.2
VOLUME 1	LEGAL INFORMATION	A3.2
Section 1	• Proposal Certification; • Form NS, Named Subcontractors and Suppliers; and • Licensing information.	
VOLUME 2	TECHNICAL SOLUTIONS INFORMATION	A4.0
Section 1	BRIDGE STRUCTURE • Basic structural layout and scheme; • Design methodology; • Bridge support system; • Foundations; • Construction sequence; • Wind analysis; and • Aesthetics.	A4.2.1
Section 2	ROADWAY • Roadway geometrics; and • Specified narrative.	A4.2.2
Section 3	PROPOSED BASELINE PROGRESS SCHEDULE • Proposed Baseline Progress Schedule in hardcopy and electronic format; • Specified narrative; • Plan for mobilizing Key Personnel, equipment, Material and supplies; • Summary of major risks and risk management plan; • Project controls approach; • Form 107A; • Form SV, Schedule of Values.	A4.2.3
Section 4	PUBLIC OUTREACH • Public Outreach Plan; and • Specified narrative.	A4.2.4
VOLUME 3	KEY PERSONNEL AND EXPERIENCE INFORMATION	A5.0
Section 1	• Form KP, Key Personnel	A5.2
VOLUME 4	MANAGEMENT APPROACH INFORMATION	A6.0
Section 1	PROJECT CONTROLS • Project Component Descriptions; and • Form PCD, Project Component Description.	A6.2.1
Section 2	ORGANIZATION	A6.2.2
Section 2.1	• Form C, Single Point of Contact	A6.2.2.1
Section 2.2	• Form CR, Commitment of Resources	A6.2.2.2

Proposal Volume/Section Number	Volume/Section Title and Required Information	Reference
Section 2.3	• Key Personnel organization chart; • An organization chart detailing the roles and responsibilities of the Principal Participants and named Subcontractors; • Organization chart showing proposed design organization; • Organization chart(s) showing proposed construction organization; • Organization chart showing the planned QC organizations (design and construction), including names of independent sampling and testing laboratory(ies); • Organization chart for safety organization with roles and responsibilities; • Description of self-performed and subcontracted Work; • Plans and procedures for managing subcontractors; and • City and state where assigned staff will be located.	A6.2.2.3
Section 3	SAFETY PLAN	A6.2.3
Section 3.1	• Safety Plan; and • Specified narrative.	A6.2.3
Section 4	PROJECT MANAGEMENT PLAN	A6.2.4
Section 4.1	Quality Plan • Summary of Quality Plan; • Specified narrative; • Name, location and qualifications of independent testing laboratory(ies); and • Coordination to ensure consistency and quality among firms.	A6.2.4.1
Section 4.2	Design management • Form DU, Design Units; • Specified narrative; • Summary of Design Review Plan; and • Description of Designer involvement during construction.	A6.2.4.2
Section 4.3	Construction management • Plan to deal with unusual events; • Construction staging and phasing plan; and • Construction start date and time to complete. • Problem solving and coordination with other contractors	A6.2.4.3
VOLUME 5	BRIDGE SECURITY (marked CONFIDENTIAL)	A4.2.5
Section 1	BRIDGE SECURITY • Bridge Security Program and narrative.	A4.2.5
APPENDIX A	LEGAL, FINANCIAL, TECHNICAL SOLUTIONS, KEY PERSONNEL AND EXPERIENCE, MANAGEMENT APPROACH, PROJECT SUPPORT, AND ALTERNATE PROPOSALS INFORMATION FOR APPENDIX A	
Section 1	LEGAL INFORMATION FOR APPENDIX A	A3.3

Proposal Volume/Section Number	Volume/Section Title and Required Information	Reference
	• Notarized Powers of Attorney; • If JV, LLC, or partnership, evidence of joint and several liability; • Non-Collusion Form; • Form OC, Legal Opinion; and • Organizational documents.	A3.3.1 A3.3.1 A3.3.2 A3.3.3 A3.3.4
Section 2	FINANCIAL INFORMATION FOR APPENDIX A	A3.4
	• Letter of Commitment of Surety.	A3.4.2 A3.4.3
Section 3	TECHNICAL SOLUTIONS INFORMATION FOR APPENDIX A	A4.3
	No Information Required	
Section 4	KEY PERSONNEL AND EXPERIENCE INFORMATION FOR APPENDIX A	A5.3
	• Resumes of Key Personnel	A5.3
Section 5	MANAGEMENT APPROACH INFORMATION FOR APPENDIX A	A6.3
	No information Required	

STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

NEW INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS

APPENDIX B
PRICE PROPOSAL INSTRUCTIONS

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B1.0 INTRODUCTION

This Appendix B to the Instructions to Proposers (ITP) specifies the lump sum Pricing Information and Supplemental Pricing Information to be submitted by all Proposers and resubmitted by the selected Proposer prior to Contract Execution.

All forms named herein are found in Appendix C to the ITP unless otherwise noted.

The Proposer shall submit all information as specified herein using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed.

B2.0 PRICE PROPOSAL

The Proposer shall provide a lump sum Price Proposal and Supplemental Pricing Information using the forms listed herein and provided in Appendix C to this ITP. Failure to provide the requested information on the forms and in the format specified may result in the Department declaring the Price Proposal non-responsive.

Upon Award, the lump sum Price Proposal of the selected Proposer will be incorporated into the Contract in Contract Documents Part 8.

The Proposer shall submit the lump sum Price Proposal under separate cover, clearly marked as required in ITP, Section 2.8.1(A) by the Proposal due date to the addressee and address specified in ITP, Section 1.7.2.

The Price Proposal shall consist of the following items:

A) The Proposal Certification;

B) The Proposal Security;

C) Form PP, Price Proposal cover sheet (*see* Appendix C);

D) Form SV, Schedule of Values;

E) Form PC1, Preliminaries and General Requirements;

F) Form PC2, Project-Wide Engineering and Design Activities;

G) Form PC3, Project-Wide Maintenance of Traffic;

H) Form PC4, Project-Wide Environmental Mitigation and Compliance;

I) Form PC5, Project-Wide Public Outreach;

J) Form PPS-P, Proposal Periodic Payment Schedule (*see* Appendix C);

K) Form LSI, Letter of Subcontract Intent (*see* Appendix C);

L) A copy of Form PCD (*see* ITP, Appendix A, Section A6.2.1.2 and Appendix C); and

M) Form EPD, Escrow Agreement.

B2.1 PRICE PROPOSAL SUBMITTAL

The Proposer shall submit the forms identified in Section B2.0 in a separate, sealed envelope.

The Proposer shall secure Form PP to the outside of the envelope containing the forms listed in Section B2.0. The signature requirements for Form PP are the same as the signature requirements for the Form of Proposal. (*See* Appendix A, Section A3.2(A).)

B2.2 SCHEDULE OF VALUES (FORM SV)

The Proposer shall complete and submit Form SV (*see* Appendix C) in compliance with the following instructions:

A) The Proposer shall provide a lump sum price [the Project Component Value (PCV)] for each Project Component on Form SV. If the Proposer shows any smaller elements as part of a Project Component, such as Material, the Proposer shall identify the smaller element as an activity and include a lump sum price for such elements on Form PC;

B) If the Proposer plans to request payment for any Material upon delivery to the Site, the Proposer shall identify the specific type of Material and the value assigned to the Material on Form PC as an activity associated with the appropriate Project Component. *See* Part 2 – DB Section 109-5.3 for additional information related to Material payments;

C) The PCV shall be the total price to complete all Work and activities in that Project Component, including such planning, management, overhead, use of tools and equipment, and other Work as required to complete such Work and such costs necessary to integrate the Work with the Work in other Project Components, except those costs included in other Project Components;

D) The PCV for Project Component 1 shall be a value between 10% and 20% of the Lump Sum Proposal Price. The price of the mobilization activity within Project Component 1 shall not exceed five percent of the Lump Sum Proposal Price;

E) For Project Component 2, the Proposer shall provide a lump sum price for each of the activities listed on Form PC2;

F) The Project Component titles, contents, and limits on Form SV shall match those shown on Form PCD; and

G) The sum of all PCVs shall be the Lump Sum Proposal Price.

The Proposer may define additional Sections and Project Components as indicated in Part 2 – DB Section 109. The sum of all PC values for all Sections shown on Form SV shall be the Lump Sum Contract Price.

B2.2.1 Preliminaries and General Requirements (Form PC1)

The contents of Project Component 1, Preliminaries and General Requirements, are shown on Form PC1 (*see* Appendix C). The Proposer may add activities to (but not delete activities from) Form PC1 as appropriate to reflect its plan to carry out the Work. The Proposer shall provide a price for each activity on Form PC1.

The PCV of Project Component 1 (which includes the price for mobilization) shall not be less than 10% nor more than 20% of the Lump Sum Contract Price.

B2.2.2 Project-Wide Engineering and Design Activities (Form PC2)

The Proposer shall show design activities and components on Form PC2 (*see* Appendix C).

The activities for Project Component 2 are shown on Form PC2. The Proposer may add and/or revise engineering and/or design activities to describe the Work within Project Component 2. The Proposer shall ensure Form PC2 is consistent with the major Design Units designated on Form DU. The Proposer shall provide a lump sum price for each activity shown on Form PC2. The sum of the lump sum prices of the activities shall be the PCV for Project Component 2.

B2.2.3 Project-Wide Maintenance of Traffic (Form PC3)

For Project Component 3, the Proposer shall provide lump sum prices for the activities shown on Form PC3 (*see* Appendix C). The Proposer may add activities as appropriate to reflect its plan to carry out the Work. The sum of all lump sum prices of the activities shall be the PCV for Project Component 3.

B2.2.4 Project-Wide Environmental Mitigation and Compliance (Form PC4)

For Project Component 4, the Proposer shall provide lump sum prices for the activities shown on Form PC4 (*see* Appendix C). The Proposer may add activities as appropriate to reflect its plan to carry out the Work. The sum of all prices of the activities shall be the PCV for Project Component 4.

B2.2.5 Project-Wide Public Outreach Activities (Form PC5)

For Project Component 5, the Proposer shall provide lump sum prices for the activities shown on Form PC5 (*see* Appendix C). The sum of all prices of the activities shall be the PCV for Project Component 5.

B2.2.6 Total Lump Sum Contract Price

The total Lump Sum Contract Price shall be the cumulative total of all lump sum prices included on the Schedule of Values (Form SV – Appendix C)

B2.2.7 Form PPS-P

The Proposer shall submit a Proposal Periodic Payment Schedule (PPS-P) on Form PPS-P.

B2.2.7.1 General Requirements

The PPS-P shall cover the entire period of the Contract specified in monthly increments through Final Acceptance.

The cumulative periodic payment percentages in the PPS-P shall be reasonably compatible with the progress of Work indicated in the Proposed Baseline Progress Schedule. “Reasonably compatible” shall mean that the cumulative percentage shown on the PPS-P for the Contract Time quarter points (25%, 50%, and 75%) shall be within ten percent of the cumulative percentages shown on the Proposed Baseline Progress Schedule for each Project Component.

B2.2.7.2 Developing the Proposal Periodic Payment Schedule

The Proposer shall distribute the lump sum Proposal Price over the period of the Contract within the limitations described in this Section B2.2 to indicate the Proposer’s desired payment schedule. The resulting curve shall be the PPS-P.

In developing the PPS-P, the Proposer shall note the requirements for the Contract Periodic Payment Schedule (Form PPS-C) in Part 2 – DB Section 100, DB Section 109-1.3.

B2.3 PROPOSAL SECURITY

The Proposer shall submit the Proposal Security with the lump sum Price Proposal. The Proposal Security shall be prepared for an amount equivalent to 10% of the total Price Proposal value.

See also ITP Section 3.3.

B3.0 ESCROWED PROPOSAL DOCUMENTS

The Proposer shall submit a copy of Form EPD (*see* Appendix C) in accordance with ITP Section 3.4 and Part 2 – DB Section 110.

The Proposer shall deliver the Escrowed Proposal Documents and one signed original of Form EPD into escrow with an Escrow Agent of the Proposer's choosing by the Proposal due date specified in ITP Section 1.7.1.

B4.0 SUPPLEMENTAL PRICING INFORMATION

The selected Proposer shall submit the Supplemental Pricing Information using the forms listed herein and provided in Appendix C. The information submitted will be incorporated in the Contract at Part 8 – Proposal Information.

If the information herein specified is not submitted prior to the date of Contract Execution, the Department may take action as specified in ITP Section 5.0.

The Proposer shall provide Supplemental Pricing Information, using the forms listed herein and provided in Appendix C.

The Proposer shall submit Form M, Schedule of Milestones (*see* Appendix C and Part 2 – DB Section 100, DB Section 109-1.4).

B5.0 FORMAT FOR SUBMITTAL OF PRICING DOCUMENTS

B5.1 PRICE PROPOSAL

The Proposer shall organize and submit the lump sum Price Proposal in the format shown in Table B-1 by the Proposal due date, except the Proposer shall submit Form EPD as per ITP Section 3.4.

Table B-1
Price Proposal

Section	Description	Appendix Reference
Section 1 (affixed to outside of sealed envelope)	Form PP Price Proposal Cover Sheet	B2.1
Section 2	• Form SV Schedule of Prices; • Form PC1 Preliminary and General Requirements; • Form PC2 Project-Wide Engineering and Design Activities; • Form PC3 Project-Wide Maintenance of Traffic ; • Form PC4 Project-Wide Environmental Compliance and Monitoring; • Form PC5 Project-Wide Public Outreach; • Form PPS-P Proposal Periodic Payment Schedule; • Form LSI Letter of Subcontract Intent ; and • Form PCD.	B2.2 B2.2.1 B2.2.2 B2.2.3 B2.2.4 B2.2.5 B2.2.7 B2.0 B2.0
Section 3	• Other Proposal Documents • Proposal Bond	B2.3
Section 4	• Escrowed Proposal Documents • Form EPD Escrow Agreement	B3.0

B5.2 SUPPLEMENTAL PRICING INFORMATION

Only the selected Proposer shall organize and submit the Supplemental Pricing Information in the format shown in Table B-2, Supplemental Pricing Information, prior to Contract Execution.

Table B-2
Supplemental Pricing Information

Description		Appendix Reference
Form M	Schedule of Milestones	B4.0

STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

NEW INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS

APPENDIX C – PROPOSAL FORMS

INDEX OF FORMS

Form Designator	Form Title
	Proposal Certification
	Proposal Security
107A	Right-of-Way Acquisition Schedule
C	Single Point of Contact
CF	Scope of Services Package Comment Form
CR	Commitment to Assign Identified Resources to Project
DU	Design Unit Descriptions
EPD	Escrow Agreement
KP	Key Personnel Information
LSI	Letter of Subcontract Intent
M	Schedule of Milestones
NS	Named Subcontractors
OC	Opinion of Counsel
PC1	Project Component 1, Preliminaries and General Requirements
PC2	Project Component 2, Design Activities
PC3	Project Component 3, Project-Wide Maintenance of Traffic
PC4	Project Component 4, Project-Wide Environmental Mitigation and Compliance
PC5	Project Component 5, Project-Wide Public Outreach
PCD	Project Component Descriptions
PP	Lump Sum Price Proposal Cover Sheet
PPS-P	Proposal Periodic Payment Schedule (Format)
PPS-C	Contract Periodic Payment Schedule (Format)
SV	Schedule of Values

CERTIFICATION

Contract No. 26-073-03
Federal Aid Project No. BRN-S050(14)

The undersigned proposer, _____ whose address is _____ and telephone number is _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the Request for Proposal, and will be bound, upon award of this contract by the Delaware Department of Transportation (Department), to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said Request for Proposal shall be a part, to provide all necessary machinery, tools, labor required for the design and construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department, for the total Lump Sum Contract Price as stated in the Schedule of Prices (Form SP). As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

A) To execute the Contract and to furnish bonds in the amount specified in the Contract within 20 days after Award and, failing to do so, to forfeit the accompanying Proposal bond to the Delaware Department of Transportation as Liquidated Damages (LD), and the Secretary may proceed to award the Contract to others.

B) To commence Work within 10 calendar days of written Notice to Proceed, or such additional time as may be allowed in writing by the Department's Project Manager and to reach Project Substantial Completion by the date specified in the Contract.

C) To furnish a performance and a payment bond in the penalty of full amount stated in the Contract as surety conditioned for the full, complete, and faithful performance of this Contract.

D) In accordance with the Contract to repair, maintain and guarantee all work performed thereunder until accepted by the Chief Engineer.

Proposer's Certification Statement [US DOT Suspension and Debarment Regulation (49 CFR 29)]:

NOTICE: All contractors who hold prime contracts (Federal Aid) with Department are advised that the prime contractor and subcontractors are required to submit to Department a signed and notary attested copy of the Proposer Certification Statement for each and every subcontract that will be utilized by the design-build team. This Certification **must** be filed with Department prior to written approval being granted for each and every subcontractor. Copies of the Certification Form are available from the appropriate District Construction Office.

Under penalty of perjury under the laws of the United States, that I/We, or any person associated therewith in the capacity of (owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration federal funds):

a. am/are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

c. do not have a proposed debarment pending; and,
d. have not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

(Insert Exceptions)

DBE Program Assurance:

NOTICE: In accordance with 49 CFR Part 26 the undersigned, a legally authorized representative of the proposer listed below, must complete this assurance.

By its signature affixed hereto, assures the Department that it will attain DBE participation as indicated:

Professional Service Goal:
Disadvantaged Business Enterprise _____ percent (blank to be filled in by proposer)

Construction Goal:
Disadvantaged Business Enterprise _____ percent (blank to be filled in by proposer)

Accompanying this proposal is a surety bond or a security of the proposer assigned to the Department, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each person signing on behalf of the proposer, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other proposer or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the proposer, directly or indirectly, to any other proposer or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the

purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
_____		_____		_____		_____		_____	

(FAILURE TO ACKNOWLEDGE RECEIPT OF <u>ALL</u> ADDENDA WILL RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.)

Sealed and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

_____
Name of Proposer (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20___.

Notary Seal

_____
Notary

PROPOSAL BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ of _____ in the County of _____and State of _____ as **Principal**, and _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware (**State**), are held and firmly unto the **State** in the sum of _____ten percent not to exceed _____ Dollars ($_____) of amount of proposal on Contract No.__26-073-03__, to be paid to the **State** for the use and benefit of its Department of Transportation (**Department**) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who has submitted to the **Department** a certain proposal to enter into this contract for the furnishing of certain materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the **Department**, this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

SEALED, AND DELIVERED IN THE
presence of

_____
Name of Proposer (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of **Surety**

Witness:_____

By: _____

_____
Title

Form 107A

Right-of-Way Acquisition Schedule

Status Legend	Acquired	All impacts identified	A
	Not yet acquired	All impacts identified	B
		Not all impacts identified	C
		Probable need for expropriation	D

Parcel	Type	Location	Owner	Status	Design-Builder's Priority Number	Date Desired by Design-Builder *	Estimated Date Available

*Individual parcels will be identified in these areas. Design-Builder is to provide priority and dates required for Right-of-Way in these areas based on alignment shift.

FORM C

SINGLE POINT OF CONTACT

Proposer's Name: _____

Name of Point of Contact: _____

Company Affiliation: _____

Address: _____

_____

_____

Office Telephone: _____

Facsimile: _____

Mobile or Pager Number: _____

E-mail Address: _____

FORM CF

SCOPE OF SERVICES PACKAGE COMMENT FORM

Comment Sheet Number _____ of _____ Sheets

Part Number	Section Number	Comment(s)	Reserved for Response

FORM CR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding the Delaware Department of Transportation's (Department) concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Contract (if awarded to this Proposer) and not also be committed to other Projects, the above named Proposer commits that the personnel resources shown in the Proposal, including identified design staff, will be available to the extent within this Proposer's control. If awarded the Contract, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

In making this commitment, the Proposer includes the following reservations: (If made without reservation, enter "NONE").

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated Project Principal-in-Charge or Project Manager)

FORM DU

DESIGN UNIT DESCRIPTIONS

Proposer Name :_____

Project Component Code (from Form PCD) (1)	Design Unit Code	Design Unit Description

Note : (1) – The selected Proposer shall add Project Component codes prior to Contract execution.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement) is made and entered into this _____, 200_, by and among the _____ (Proposer), and _____ (Escrow Agent) with reference to the following facts:

A) The Delaware Department of Transportation (DEPARTMENT) has issued a Scope of Services Package to furnish the design of and to build the New Indian River Inlet Bridge Design-Build (DB) Project;

B) The Proposer has submitted to the DEPARTMENT a Proposal in response to the Scope of Services Package;

C) As part of the Proposal, the Proposer is submitting one copy of required information used in the preparation of its Proposal in accordance with Section 3.4 of the Instructions to Proposers (ITP) included in the Scope of Services Package. Said information is contained in ___ separately sealed boxes (Escrowed Proposal Documents); and

D) The Proposer wishes to employ the services of the Escrow Agent to act as the escrow holder with regard to the Escrowed Proposal Documents and the Escrow Agent has agreed to serve as escrow holder under the terms and conditions provided in this Agreement.

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

1) Deposit. The Proposer hereby deposits with the Escrow Agent the Escrowed Proposal Documents, which are attached and incorporated to this Agreement at Exhibit A. The Escrow Agent hereby acknowledges receipt of such Escrowed Proposal Documents in _____ boxes, and such Escrowed Proposal Documents shall be held in escrow under the terms and conditions of this Agreement.

2) Holding of Escrowed Proposal Documents. The Escrow Agent shall hold the Escrowed Proposal Documents in escrow in a designated area on the premises of the Escrow Holder located at _____ on a non-public basis. The Escrow Holder must be located in Delaware. The Escrowed Proposal Documents shall be stored in an area that is locked at all times. No third party, including the employees of the Escrow Agent, shall be permitted access to any part of the Escrowed Proposal Documents. The Escrow Agent shall only permit access to the Escrowed Proposal Documents to designated representatives of the DEPARTMENT and Proposer for purposes of joint review or retrieval of the Escrowed Proposal Documents by the DEPARTMENT and Proposer. No access shall be given to either representative from the DEPARTMENT or Proposer unless representatives from both are present. The Escrow Agent shall provide such access to the DEPARTMENT and Proposer during the Escrow Agent's business hours upon reasonable advance notice.

3) The Contract Services Administrator, or his/her successor, is authorized to request access on behalf of the DEPARTMENT and _____, or his/her successor, is authorized to request access on behalf of the Proposer. The DEPARTMENT may change its authorized representative by providing written notice to the Proposer and the Escrow Agent. The Proposer may change its authorized representative by providing written notice to the DEPARTMENT and the Escrow Agent. The Escrow Agent shall allow access only to those individuals designated in written notices from the authorized representatives designated above.

4) Release of Escrowed Proposal Documents. If the DEPARTMENT does not enter into a contract with Proposer, the Escrow Agent shall release the Escrowed Proposal Documents to the Proposer upon delivery by the DEPARTMENT of a notice that the DEPARTMENT has determined not to enter into a contract with the Proposer. If the DEPARTMENT does enter into a contract with Proposer, the Escrow Agent shall continue to hold the Escrow Proposal Documents until further notice from the DEPARTMENT and the Proposer.

5) Representation and Warranty. The Proposer represents and warrants to the DEPARTMENT that, prior to delivery of the Escrowed Proposal Documents to the Escrow Agent, the Escrowed Proposal Documents were personally examined by an authorized representative of the Proposer and that they meet the requirements of the Scope of Services Package (including the requirements of Part 2 – DB Section 110) and are sufficient to enable a complete understanding of the interpretation of how the Proposer arrived at its lump sum Price Proposal.

6) Rights of the Escrow Agent. If conflicting demands are made or notices serviced upon the Escrow Agent with respect to this escrow, the parties hereto expressly agree that it shall have the absolute right at its election to do either or both of the following:

   a) Withhold and stop all further proceedings in and performance of this escrow; or

   b) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights among themselves.

7) Fees. The fees for this escrow shall be paid by the Proposer.

8) Notices. All notices which may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to the following:

If to Proposer:

_____

_____

Attention: _____

If to the Delaware Department of Transportation:

800 Bay Road
P. O. Box 778
Dover, DE, 19903
Attention: John V. Eustis, Jr.
Contract Services Administrator

If to the Escrow Agent:

_____
_____
Attention: _____

Or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

9) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

10) Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

11) Governing Law. The laws of the State of Delaware shall govern this Agreement.

12) Attorney's Fees. If either the DEPARTMENT or Proposer commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and other costs incurred in the action and in preparation for said action and any subsequent appeal.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

PROPOSER _____

By: _____

Title: _____

ESCROW AGENT _____

By: _____

Title: _____

EXHIBIT A

SEALED ESCROWED PROPOSAL DOCUMENTS

FORM KP

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Design-Builder's Project Manager					
Design-Builder's Principal in Charge					
Design Manager					
Construction Manager					
Quality Control Manager					
Design Quality Control Manager					
Construction Quality Control Manager					
Safety Manager					
Environmental Coordinator					
Utilities Design/ Construction Coordinator					
Lead Geotechnical Engineer					

FORM KP

KEY PERSONNEL INFORMATION

Public Outreach Specialist					
Traffic Control Supervisor					

Use additional sheets when needed.

FORM LSI

LETTER OF SUBCONTRACT INTENT

_____ intends to subcontract Work for Design-Build (DB) Project
(Proposer's name)

Bridge 3-156 on SR 1 over Indian River Inlet to _____ to
(Name of Subcontractor/Consultant)

perform the following types of Work:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The minimum value of the subcontract is _____.

For the Proposer:	For the Subcontractor/Consultant:
_____	_____
(Signature)	Confirmed by: (Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

FORM M

SCHEDULE OF MILESTONES

Project Component Code	Milestone Code	Milestone Title	Month after Notice to Proceed Scheduled to be Complete	Description of Work Programmed to be Accomplished Within the Milestone

Use additional sheets as required.

FORM NS

NAMED SUBCONTRACTORS

Proposer: _____

Specialty/Assignment /Percentage	Subcontractor Name/ Contact	Address of Head Office	Telephone/Facsimile	For the last two Projects, list the Project Name; Owner; and Owner's Contact's Name and Telephone and Facsimile Numbers	
				Project 1	Project 2

Add additional sheet(s) as necessary.

FORM OC

OPINION OF COUNSEL
[Letterhead of Independent Law Firm or In-house Counsel]

[Date]
Delaware Department of Transportation
P.O. Box 778
Dover, Delaware 19903

Attn: _____

Re: Request for Proposals
New Indian River Inlet Bridge Project
Project No. 26-073-03, FAP No. BRN-S050(14).

Gentlemen:

[Describe relationship to Proposer and its Joint Venture (JV) members, general partners, and any other entities whose approval is required in order to authorize delivery of the proposal.] This letter is provided pursuant to Section 3.1.1 of the Instructions to Proposers (ITP) contained in the Scope of Services Package.

In giving this opinion, we have examined _____. We also considered such questions of law and we examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable.

In making this response we assumed that all items submitted to us or reviewed by us are genuine, accurate, and complete and, if not originals, are true and correct copies of originals and that all signatures on such items are genuine.

Subject to the foregoing, we are of the following opinion:

A) [An opinion regarding formation and existence of Proposer and each of its JV members and general partners.]

B) [An opinion that the Proposer has power and is duly authorized to execute and deliver the Proposal and Design-Build (DB) Contract.]

C) [An opinion that the Proposal has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation of the Proposer and its JV members/general partners to enter into the Contract if awarded.] [An updated opinion will state that the Contract has been duly and validly executed and delivered.]

D) [An opinion that all required approvals have been obtained with respect to execution and delivery of the Proposal and Contract and that the Proposal and Contract do not conflict with any agreements to which the Proposer or its JV members/general partners are a party or with any orders, judgments, or decrees by which the Proposer or its JV members/general partners are bound.]

FORM PC1

Project Component 1
PRELIMINARIES AND GENERAL REQUIREMENTS

Activity Code[1]	**Activity**[2]	**Lump Sum Price** (Enter Lump Sum Price for Each Activity)
	Payment and Performance Bonds	
	Insurance and Insurance Certificates	
	Project Mobilization	
	Permits and Regulatory Approvals (non-environmental)	
	Environmental Compliance (plans, permits, approvals, reports, records, and monitoring)	
	Project Management	
	Quality Plan and Updates	
	Project Quality Management and Construction Quality Control	
	Safety Plan and Safety Administration	
	Liaison and Coordination with Local Authorities and Agencies	
	On-Site Security, Communications, and Project Identification Signing	
	Design-Builder's Temporary Facilities (provide, erect, service, and maintain)	
	Design-Builder-Provided Facilities and Equipment for the Department	
	Removal of Temporary and Design-Builder-Provided Facilities and Site Clean-up/Restoration	
	Construction Staking	
	Project Component Value[3] (Sum of the Lump Sum Prices for each activity)	

[1] Use codes from Baseline Progress Schedule P3 Program.
[2] Other activities may be added by Proposer
[3] Enter sum for the column. Enter amount on Form SV

FORM PC2

Project Component 2
PROJECT-WIDE ENGINEERING AND DESIGN ACTIVITIES

Activity Code[1]	Activity[2]	Lump Sum Price (Enter Lump Sum Price for each activity)
	Design of Temporary and Permanent Works through Final Design (including, design reports, design drawings, and Project Specifications)	
	Geotechnical Investigations	
	Other Preliminary Engineering, such as, Preliminary Surveys	
	Design Support during Construction	
	As-Built drawings, manuals, and reports	
	Activities of the Design Quality Control Manager and staff (Design QC)	
	Scour analysis	
	Project Component Value[3] (Sum of lump sum prices for each activity)	

[1] From activities on Baseline Progress Schedule P3e Program.
[2] Enter sum on Form SV.
[3] Other activities may be added by Proposer.

FORM PC3

Project Component 3
PROJECT-WIDE MAINTENANCE OF TRAFFIC

Activity Code[1]	Activity[2]	Lump Sum Price (Enter Lump Sum Price for each activity)
	Maintenance of Traffic Plan and Updates	
	Maintenance of Traffic Implementation and Operations	
	Traffic Control Plan(s) and Updates	
	Project Component Value (Sum of lump sum prices for each activity) (3)	

[1] From activities on Baseline Progress Schedule P3e Program
[2] Other activities may be added by Proposer.
[3] Enter Sum on Form SV.

FORM PC4

Project Component 4
PROJECT-WIDE
ENVIRONMENTAL MITIGATION AND COMPLIANCE

Activity Code[1]	Activity[2]	Lump Sum Price (Enter lump sum price for each activity)
	Environmental investigations and documentation (if applicable)	
	Environmental Mitigation Measures and Plans (if applicable)	
	Permit Modifications and Preparation (if applicable)	
	Project Component Value[3] (Sum of prices for each activity)	

[1] From activities on Baseline Progress Schedule.
[2] Other activities may be added by Proposer
[3] Enter sum on Form SV

FORM PC5

Project Component 5
PROJECT-WIDE PUBLIC OUTREACH

Activity Code[1]	Activity [2]	Lump Sum Price (Enter lump sum price for each activity)
	Public Information Activities during Contract	
	Project Component Value [3] (Sum of prices for each activity)	

[1] From activities on Baseline Progress Schedule
[2] Other activities may be added by Proposer.
[3] Enter sum on Form SV.

FORM PCD

PROJECT COMPONENT DESCRIPTIONS

Project Section	Project WBS Code	Project Component Code	Project Component Title	Project Component Description
A			**Project-wide Activities**	
			PC1 Preliminaries and General Requirements	*See* Form PC1
			PC2 Project-Wide Engineering and Design Activities	*See* Form PC2
			PC3 Project-Wide Maintenance of Traffic	*See* Form PC3
			PC4 Project-Wide Environmental Compliance and Monitoring	*See* Form PC4
			PC5 Project-Wide Public Outreach	*See* Form PC5
B				

FORM PCD

PROJECT COMPONENT DESCRIPTIONS

C				
D				

[Note: Add Construction Project Components for Sections B thru __. Add additional Sections as required.]

FORM PP

LUMP SUM PRICE PROPOSAL COVER SHEET

Proposer's Name: _____

This Price Proposal is submitted in response to the Request for Proposals, dated (*Date*), as amended by Addenda, and includes the following:

Section 1:

- Form PP (Price Proposal Cover Sheet)

Section 2:

- Schedule of Values (Form SV), including the lump sum total price;
- Forms PC1 through PC5;
- Proposal Periodic Payment Schedule (Form PPS-P);
- Form LSI; and
- Copy of Form PCD, Project Component Descriptions.

Section 3:

- Proposal Certification
- Proposal Bond

Signed by Parties signing Form of Proposal:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Signatures)	(Representing)	(Dates)

FORM PPS-P

PROPOSAL PERIODIC PAYMENT SCHEDULE

Month after Notice to Proceed (3)	Total Proposal Price(1)	Planned Cumulative Payment (2)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1. Enter Proposal Price from Form SV.
2. Enter planned cumulative payment for each month between Notice to Proceed and Final Completion Date.
3. Add months to table to reflect duration of Contract.

FORM PPS-C

CONTRACT PERIODIC PAYMENT SCHEDULE

Month after Notice to Proceed (3)	Total Proposal Price(1)	Planned Cumulative Payment (2)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1. Enter Contract Price from Form SV.
2. Enter planned cumulative payment for each month between Notice to Proceed and Final Completion Date.
3. Add months to table to reflect duration of Contract.

FORM SV

SCHEDULE OF VALUES

PROJECT SECTION A (Project-Wide Activities)

Project Component Code(1)	Project Component Title/Component Identification (1)	Project Component Value(2)
	PC1 Preliminaries and General Requirements. *See* Form PC1	
	PC2 Project-Wide Engineering and Design Activities. *See* Form PC2	
	PC3 Project-Wide Maintenance of Traffic. *See* Form PC3	
	PC4 Project-Wide Environmental Compliance and Mitigation. *See* Form PC4	
	PC5 Project-Wide Public Outreach. *See* Form PC5	

PROJECT SECTION B

Project Component Code(1)	Project Component Title/Component Identification (1)	Project Component Value(2)
	PC6-B Site Work	
	PC7-B Excavation and Embankment	
	PC8-B Utility Relocations	
	PC9-B Pavement Structure (20-year design) (Base and Paving)	
	PC10-B Drainage	
	PC11-B Retaining Structures	
	PC12-B Permanent signing and striping	

FORM SV

SCHEDULE OF VALUES

PROJECT SECTION C

Project Component Code(1)	Project Component Title/Component Identification (1)	Project Component Value(2)
	PC6-C Site Work	
	PC7-C Excavation and Embankment	
	PC8-C Utility Relocations	
	PC9-C Pavement Structure (20-year design) (Base and Paving)	
	PC10-C Drainage	
	PC11-C Retaining Structures	
	PC12-C Permanent signing and striping	
	PC13-C Bridge	

PROJECT SECTION D

Project Component Code(1)	Project Component Title/Component Identification (1)	Project Component Value(2)
	PC6-D Site Work	
	PC7-D Excavation and Embankment	
	PC8-D Utility Relocations	
	PC9-D Pavement Structure (20-year design) (Base and Paving)	
	PC10-D Drainage	
	PC11-D Retaining Structures	
	PC12-D Permanent signing and striping	

SUBTOTALS AND TOTALS

	TOTAL LUMP SUM BASE PROPOSAL PRICE(3)	

Instructions:

1) Enter Project Component codes and titles for each Project Component, to match Form PCD. The current Project Component and activity codes, excluding those shown in Section A, are examples and may be changed at the Proposer's discretion and in accordance with the requirements contained in DB Section 109.

FORM SV

SCHEDULE OF VALUES

2) Enter the Project Component Value.
3) Enter the sum of the lump sum Base Proposal Price.

STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

NEW INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS

APPENDIX D – EXAMPLE SCORE SHEETS

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 1 QUALITY OF SCHEDULE (5 Points)

Intent: The schedule submitted shall meet the required milestone dates, be complete and comprehensive, and attainable.

Considerations to be used in scoring this item include, but are not limited to:

- When will the bridge be available to traffic?
- Does the schedule address key milestone and substantial completion dates?
- How much float is included for key milestones?
- Are the proposed durations of work for each activity reasonable?
- Is the critical path clearly defined?
- Is the Schedule of Values for payment reasonable and consistent with the scheduled work activities?
- Does the schedule logic demonstrate an understanding of the Contract requirements

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 2 PROJECT SAFETY PLAN (15 Points)

Intent: All work is to take public and worker safety into consideration.

Considerations to be used in scoring this item include, but are not limited to:

- How will emergency access be maintained and/or coordinated?
- How will park users, fishermen, bicyclists, boaters, and pedestrians be protected during all stages of construction?
- What construction activities are proposed within the inlet?
- What risks are there to the structural integrity of the approach embankment and MSE Walls?
- How will work site security be maintained?
- What risks does the work pose to the workers?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 3 DESIGN AND CONSTRUCTION CONCEPTS (25 Points)

Intent: The Design-Builder has utilized appropriate design and construction methods for their proposed bridge concept.

Considerations to be used in scoring this item include, but are not limited to:

- Are the design criteria adequately addressed?
- Are the minimum design criteria exceeded?
- Are the proposed construction methodologies and sequence of activities efficient?
- What foundation types are proposed and what tip elevations are anticipated?
- Does the design offer appropriate degrees of redundancy?
- What scour measures are proposed for scour minimization and mitigation?
- How will the project tie to the adjacent roadway contract?
- Does the plan proposal include appropriate levels of detail?
- What innovations have been used?
- What design considerations have been made for bridge security?
- What provisions are proposed for construction inspection?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
narginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 4: MAINTAINABILITY, INSPECTABILITY and DURABILITY (20 Points)

Intent: The proposed structure will be easily inspected, maintained and will be durable.

Considerations to be used in scoring this item include, but are not limited to:

- Have the minimum requirements been adequately addressed or exceeded?
- Are drainage details susceptible to blockage or leakage?
- What are the provisions for bearing replacement?
- Are the bridge details resistant to snowplow damage?
- What are the anticipated maintenance items?
- What warranties are proposed?
- Is bird nesting likely?
- Do the structure type, access, and lighting provisions allow for easy, efficient, and safe inspection?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 5 BRIDGE AESTHETICS AND PUBLIC INVOLVEMENT (10 Points)

Intent: The bridge structure and construction will be consistent with public preferences.

Considerations to be used in scoring this item include, but are not limited to:

- Have previous design themes been utilized?
- Are the design details consistent with the adjacent contracts?
- How many of the participant decisions from the previous design charettes have been incorporated?
- Have the minimum aesthetic criteria of the performance specs been exceeded?
- Have the minimum public outreach requirements been exceeded?
- What involvement will the public have in the selection of final design details?
- How will park and recreational impacts be minimized and/or avoided?
- What are the traffic impacts?
- What are the pedestrian impacts?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 7 TEAM QUALIFICATIONS (15 Points)

Intent: To ensure the appropriate expertise is provided for the actual bridge concept proposed.

Considerations to be used in scoring this item include, but are not limited to:

- What relevant experience do the Key Staff offer?
- Are the roles and responsibilities of all firms and individuals on the team clearly defined?
- Are the appropriate areas of expertise included on the team?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____ Control #: _____

Scorer ID: _____

Date: _____

Item # 8 PROJECT MANAGEMENT AND QUALITY CONTROL PLANS (10 Points)

Intent: To ensure the proper organization is in place to effectively manage the Project.

Considerations to be used in scoring this item include, but are not limited to:

- Is the project adequately staffed?
- How are design and construction activities to be coordinated?
- How will multiple firms and offices be managed?
- Are the Design Unit definitions appropriate?
- Is the proposed construction phasing consistent with the contract requirements?
- How will the impact of unusual events be minimized or avoided?
- Are the roles, responsibilities, and authorities of Design and Construction QC personnel clearly defined?
- How will consistent Design and Construction QC be ensured?
- How will the Work be coordinated with adjacent contract work?

Supporting Comments by Scorer: _____

_____

_____

RAW SCORE DEFINITION

0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
marginal							average			exceptional

RAW SCORE THIS ITEM: _____ %

DELAWARE DEPARTMENT OF TRANSPORTATION
Indian River Inlet Bridge - Design-Build Project
Technical Proposal Scoremaster

Design/Build Team: _____

Item	CATEGORY:	Avail Points	Scorer 1	2	3	4	5	Average Score:	Points Earned:
1	Quality of Schedule	5							
2	Project Safety Plan	15							
3	Design and Construction Concepts	25							
4	Maintainability, Inspectability, Durability	20							
5	Bridge Aesthetics and Public Involveme	10							
6	Team Qualifications	15							
7	Project Management, QC Plans	10							

TOTAL TECHNICAL SCORE: _____

Design/Build Team: _____

Item	CATEGORY:	Avail Points	Scorer 1	2	3	4	5	Average Score:	Points Earned:
1	Quality of Schedule	5							
2	Project Safety Plan	15							
3	Design and Construction Concepts	25							
4	Maintainability, Inspectability, Durability	20							
5	Bridge Aesthetics and Public Involveme	10							
6	Team Qualifications	15							
7	Project Management, QC Plans	10							

TOTAL TECHNICAL SCORE: _____

Design/Build Team: _____

Item	CATEGORY:	Avail Points	Scorer 1	2	3	4	5	Average Score:	Points Earned:
1	Quality of Schedule	5							
2	Project Safety Plan	15							
3	Design and Construction Concepts	25							
4	Maintainability, Inspectability, Durability	20							
5	Bridge Aesthetics and Public Involveme	10							
6	Team Qualifications	15							
7	Project Management, QC Plans	10							

TOTAL TECHNICAL SCORE: _____