RESURFACING, BRIDGE REHABILITATION AND SAFETY IMPROVEMENTS ON I-691

TOWN OF CHESHIRE,
TOWN OF MIDDLEFIELD,
TOWN OF SOUTHINGTON AND CITY OF MERIDEN,
CONNECTICUT

Project No. 0079-0244

BEST VALUE DESIGN-BUILD PROCUREMENT
REQUEST FOR PROPOSAL

DRAFT XXXX XX, 2020

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GLOSSARY

The following lists and defines certain key terms used in this document. A more complete listing of terms and definitions is included in the document titled "Design-Build Contract General Provisions."

Alternative Technical Concept (ATC): Any modification of the BTC or requirements of the Technical Provisions proposed during the proposal phase as allowed by the Technical Provisions. ATCs must be proposed by the Proposer during the allowable timeframe, and approved by CTDOT prior to incorporation into a proposal. ATCs may be premised on deviations from the BTC or Technical Provision requirements, but must be consistent with the standards set forth in this RFP and the Contract. The Contract Technical Provisions contains language for allowable and disallowed ATCs.

Base Technical Concept (BTC): The requirements included in the RFP (the text herein, plans, specifications, references codes and standards, Etc.) for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project. The BTC forms the basis of the Technical Proposal submissions.

Best Value Design-Build Procurement Process (BVDB): A two-phase selection process in which the first phase consists of creating a Short List of qualified Proposers. The second phase consists of the submission of technical and price proposals in response to a Request for Proposal.

Contract (Contract Documents): The agreement covering the performance of the work and the furnishing of materials required for the design and construction of the project. The Contract shall include: the signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules and other related material, preliminary plans, Contract Technical Provisions as amended, all exhibits, appendices, reference documents, amendments to the foregoing, all Change Orders issued, Contract General Provisions, and the final Proposal accepted by CTDOT. Capitalized terms appearing in the Contract and not otherwise defined shall have the meanings ascribed to them in Contract General Provisions, the final Technical Proposal, and any other documents by which the Contractor makes commitments to CTDOT in the course of the procurement phase of the Design-Build process.

Contract Provisions: Documents developed by CTDOT that, in general, outlines the technical requirements for the Project that Proposers must take into account and incorporate in generating their Technical Proposals. Also, outlines the legal Contract terms and other general terms that will be included in the Contract between CTDOT and the Proposer selected to receive that Contract.

Contractor: When the word is capitalized, it refers to the party of the second part to the Contract, acting directly or through its agents or employees. When this word is not capitalized, it is to be taken in its more general sense.

CTDOT: State of Connecticut Department of Transportation.

General Provisions: A document developed by CTDOT that, in general, outlines the legal Contract terms and other general terms that will be included in the Contract between CTDOT and the Proposer selected to receive that Contract.

Price Proposal: A set of documents developed by the Proposer and submitted to CTDOT that contains the Proposer's price for carrying out the Project.

Project: All work included under one CTDOT Contract, notwithstanding the occasional use by CTDOT of multiple project numbers for the work included within one contract.

Proposer: A prime contractor qualified to be involved in the BVDB selection process (prior to contract award). The prime contractor must perform a minimum of the percentage of the work specified in the Contract General Provisions. For this Project, it is 50 %.

Request for Proposal (RFP): A solicitation by CTDOT for Proposers to submit a Technical Proposal and Price Proposal for consideration by CTDOT. This document was developed by CTDOT to outline the requirements that Proposers must satisfy and the process that they must follow during the selection process.

Selection Panel: A committee established by CTDOT to review Technical Proposals and score those Proposals based on pre-determined scoring criteria set forth in this RFP.

Short List: The list of contractors that will be invited to submit Proposals to CTDOT based on the Selection Panel's evaluations of the SOQs.

Statement of Qualifications (SOQ): A set of documents developed by the Proposer and submitted to CTDOT during Phase 1 of the selection process that outlines the Proposer's qualifications to execute the final Project design and construct the Project.

Technical Provisions: A document developed by CTDOT that, in general, outlines the technical requirements for the Project that Proposers must take into account and incorporate in generating their Technical Proposals.

Technical Proposal: A set of documents developed by the Proposer and submitted to CTDOT that describes the Proposer's technical approach for the Project.

Technical Support Committee (TSC): A committee established by CTDOT to develop the preliminary design that constitutes the Base Technical Concept. This committee also assists the Selection Panel with review of Alternative Technical Concepts and other technical issues during the evaluation process.

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Section 1.1 Request for Proposal (RFP) to Proposers, and Clarifications of RFP

CTDOT will provide to each of the entities on the Short List (the Proposers), at no charge, one electronic copy of the Request for Proposal (RFP) and Contract Provisions. Such Proposers shall be responsible for diligently examining the RFP and Contract Provisions, including any addenda issued by CTDOT in connection with it, and for informing themselves about any conditions that may affect the Proposer's creation of its Technical Proposal, or Price Proposal, or its performance of Contract obligations (if it should obtain the Contract). CTDOT shall not be liable for any consequences of a Proposer's failing to fulfill these responsibilities.

Proposers are also responsible for asking CTDOT as soon as possible for any clarification or interpretation that the Proposer needs regarding any material discrepancy, deficiency, ambiguity, error or omission that the Proposer thinks is contained in the RFP, or regarding any provision that the Proposer does not understand. The Proposer must submit any such request by e-mail to the Manager of Contracts identified later in this RFP. Such requests must be submitted during the Proposal preparation period, which is the time between CTDOT's giving the Proposer its digital copy of the RFP and the time of the Proposal submission deadline as specified herein. The subject line of any e-mail requesting such interpretation or clarification must follow this format:

{Project number} {Date} {Proposer name} "RFP RFI"

CTDOT cannot ensure a response to any such inquiry that it receives, in either a form other than specified above, or less than ten (10) days before the originally scheduled Proposal deadline. CTDOT will not accept or respond to telephone inquiries or requests regarding such matters.

If CTDOT determines that a requested interpretation or clarification requires a change in the RFP or Contract Provisions, CTDOT will prepare and issue an addendum (Addendum) providing the same. CTDOT will not be bound by, and Proposers shall not rely on, any oral communication regarding the RFP. Proposers may not rely on any communication regarding these matters except written communications from CTDOT of the kinds authorized in this RFP. If a Proposer has meetings or discussions with other agencies or entities during the Procurement process, the Proposer shall be responsible for verifying with CTDOT in writing the accuracy of any information received from such non-Departmental sources. (The Proposer is cautioned to bear in mind the constraints on such communications set forth in later Sections of this text.)

The Proposer is required to examine carefully the site, the RFP, the Contract General Provisions, the Contract Technical Provisions, the proposal form, plans, BTC, special provisions, specifications, supplemental specifications, and other contract documents for the Project, as well as any permits or permit applications that are likely to affect the Contract work. The Contractor prior to submitting a proposal, as a Proposer must judge for itself and satisfy itself as to the conditions to be encountered; the character, quality and quantities of the work to be performed; the materials to be furnished; and any other general requirements of the Project.

In doing so, Proposers are encouraged to visit the Project Site (the "Site") in order to ascertain by inspection and inquiry any conditions of the Site or adjacent properties that may be pertinent to the Project, such as the location, accessibility, traffic conditions, and general character of the Site, the nature of any ongoing activities at or adjacent to the Site, the character and condition of existing structures or other objects within or adjacent to the Site, and the natural conditions in the area of the Site. No information about the Project itself, however, may be sought from or provided by CTDOT personnel during such Site visits.

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CTDOT reserves the right to revise the RFP or the Contract Provisions at any time before the Proposal deadline by providing copies of the Addenda to the Proposers. If any Addendum significantly affects the requirements of the Proposal or Project, as determined by CTDOT, CTDOT may adjust the Procurement process or Project schedule as it deems appropriate. If CTDOT makes such a schedule adjustment, it will announce it in an Addendum.

CTDOT may publish periodic clarification notices, listing questions received from Proposers in accordance with this RFP (although not identifying the submitting Proposer) and providing the answers given by CTDOT to the questions. Proposers are responsible for ensuring that they are aware of all clarification notices and Addenda. CTDOT will communicate to the Short Listed Proposers via a password-protected FTP site for non-confidential communications. CTDOT will communicate to the Short Listed Proposers privately via email for confidential correspondence.

Section 1.2 Contact Information and Addresses for Communications during the Procurement Process

Each Proposer seeking award of the Contract shall designate one addressee (the "Contact Person") and addresses (for postal and email deliveries) to which CTDOT may send any notices, addenda, or other material to the Proposer pertaining to any stage or aspect of the Procurement Process. The Proposers must send to CTDOT in writing that contact information and any other questions, submittals, or other materials or information related to the procurement process to CTDOT's Manager of Contracts:

Mr. Gregory Straka
Manager of Contracts
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
DOTContracts@ct.gov

Failure by the Proposer to send to the Manager of Contracts the identity and addresses of the Contact Person may result in the Proposer's failing to receive addenda, notices, or other important communications from CTDOT. CTDOT will not be liable for any damage to the Proposer's interests that might occur as a result of the Proposer's failure to receive such information as a consequence of such an omission.

The Contact Person may make a request to CTDOT's Manager of Contracts that a second person be designated as an alternate to be Carbon Copied (CC) transmissions from CTDOT to the Proposer. The Proposer's designated alternate may also send correspondence to CTDOT's Manager of Contracts and said correspondence will be considered an official submission from the Proposer. The Proposer's alternate must CC the Proposer's designated Contact Person on all correspondence forwarded to CTDOT.

The Proposer must also indicate the confidentiality status of any correspondence within the transmission.

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SECTION 2 – DESIGN-BUILD PROJECT AND PROCESS OVERVIEW

Section 2.1 General Description of the Design-Build Contracting Process and Project

The State of Connecticut Department of Transportation (CTDOT) invites the Short Listed Contractors (Proposers) to seek the award of the contract (Contract) for a project (the Project) that will include, principally, the design and construction of the following:

- I-691 (between log mile 1.32 and log mile 4.84) - Pavement rehabilitation and all related work; including highway and traffic engineering, safety improvements, illumination work and environmental permit applications for any roadway drainage and cross culvert investigation/repairs in the City of Meriden and the town of Southington, Connecticut.
- I-691 (between log mile 0 and log mile 8.8) - Upgrades to traffic signs in the City of Meriden and the town of Southington, Connecticut.
- Route 66 limited access section (between log mile 0 and log mile 1.95) - Upgrades to traffic signs in the City of Meriden and the town of Southington, Connecticut.

The award of the Contract will be made and the performance of the Contract carried out in accordance with what is commonly known as the Design-Build (D-B) method of contracting, pursuant to Connecticut General Statutes § 13a-95b.

In order to seek award of the Contract, the Proposer will be required to submit (1) its own design for the Project, based upon a partial, preliminary design (the Base Technical Concept or BTC) to be supplied by CTDOT; and (2) a price for the work in designing the Project as well as for its work in constructing the Project. In addition, the award is based on the Commissioner's evaluation of which Proposer's Technical and Price Proposals together offer the best value to CTDOT and the public. More particular requirements for these and other submissions, and the particulars of the way in which CTDOT will evaluate those submissions in order to make an award of the Contract, are set forth in this RFP.

As described in the Technical Provisions and Base Technical Concept, The Project work will include pavement rehabilitation, roadway drainage and cross culvert investigation/repairs, minor bridge work, guiderail upgrades, highway design and construction, traffic engineering, illumination work, contractor developed quality control and environmental permit applications. The following bridges are located within the Project's limits:

Bridge No. 01907: Meriden Waterbury Turnpike (Route 322) over I-691
Bridge No. 01920: Pedestrian Bridge over I-691
Bridge No. 01921: I-691 EB over Notch Rd.
Bridge No. 01922: I-691 WB over Notch Rd.
Bridge No. 01942: I-691 WB over Reservoir Ave.
Bridge No. 01944: I-691 EB over Reservoir Ave.
Bridge No. 01966: Chamberlain Hwy. (CT-71) over I-691
Bridge No. 02069: I-691 WB over Lewis Ave.
Bridge No. 02070: I-691 EB over Lewis Ave.
Bridge No. 02071: I-691 EB Exit 7 over Columbia St. North
Bridge No. 02080: I-691 EB and WB over Colony St.
Bridge No. 02114: I-691 EB and WB over R.R. and State St.
Bridge No. 02160: I-691 EB and WB over Center St.
Bridge No. 02055: I-691 EB and WB over Bunker Ave.
Bridge No. 02125: I-691 EB and WB over Harbor Brook
Bridge No. 02133: I-691 EB and WB over Abandoned R.R.
Bridge No. 02340: I-691 EB over Broad St. (Route 5)
Bridge No. 02341: I-691 WB over Broad St. (Route 5)

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The Base Technical Concept establishes the following methods and elements:

1. Pavement rehabilitation consisting of removal of the entire bituminous surface down to the concrete pavement in the travel lanes. Concrete pavement replacement and bituminous patching/crack filling is expected on under at the milled surface. Milling depth for all shoulder and climbing lanes will match adjacent travel lane depth. Pavement rehabilitation on ramps will require coring to determine the pavement structure for treatment as described in the Technical Provisions.

2. Design and construction of bridge work consisting of milling, patching reinforced concrete deck, waterproofing bridge decks, overlay, haunch removal and end blocks to accommodate MASH compliant bridge attachments.

3. Conceptual location plans for the removal and installation of overhead and side mounted traffic signs, sign details and limitations of operations.

4. Requirements concerning the environmental compliance of the Project, including the special management and disposal procedures for contaminated and hazardous materials, Flood Management Certification, Inland Wetlands/Watercourse and Stormwater Permits.

5. Other requirements as outlined in the BTC and Technical Provisions.

Section 2.2 Summary of the Design-Build Proposal Process

The Design-Build Proposal process is the second step of the Best Value Design-Build Procurement Process. During the first step or RFQ process, a Short List of Proposers is established. This RFP is then forwarded to the Proposers, soliciting them to participate in the proposal process which involves the submission of a Technical Proposal, a Price Proposal, and other related information. The Proposer that presents the best value to CTDOT through its qualifications and Proposal, in the judgment of the Commissioner of Transportation, in light of the guidelines of the RFP, and that meets other requirements for contracting with the State of Connecticut, will be invited to enter into a contract with CTDOT for design and construction of the Project.

It is strongly recommended that each Proposer reads and ensures that it understands the definitions in the Glossaries found in this document and in the Contract General Provisions, because the use of terms such as Contractor and Proposer have specific meanings in this RFP, meanings that they will also have in the eventual Contract.

Proposers must comply with the following, as well as the other requirements in this RFP:

1. Contractors, from at least the time that they submit a required statement of their qualifications ("SOQ") in response to the RFQ until Project completion, must be or contain a principle party that is a construction contractor prequalified by CTDOT's Office of Contract Administration (the "Contracts Office") to obtain CTDOT construction contracts for construction of the kind and dollar value involved in the Project. The requirements and rules pertinent to the construction contractor’s prequalification are contained in CTDOT's "Construction Contract Bidding & Award Manual ("Bid Manual"), which is available from CTDOT's website under "Publications." The Contractor’s Designer, however, does not need to be prequalified by the Consultant Selection Office for this Project. Nonetheless, the proposed Designer’s credentials and qualifications will be evaluated as part of the RFQ process. Also, as stated in the RFQ and RFP, the substitution or replacement of certain designated individuals within a submitting contractor is restricted for the duration of the Project unless approved by CTDOT. For a Proposer to be eligible for the

Contract award, its prequalification must include a determination by the Contracts Office that its bid capacity meets scope code ”M”.

2. Any Proposer that wishes to submit a design for the Project that varies in some way from CTDOT's BTC may submit an alternative technical concept ("ATC") as allowed by the RFP, which will be evaluated by a Technical Support Committee established by CTDOT. Said Committee will determine whether or not the Proposer may use the ATC(s) in its subsequent Proposal for design and construction of the Project.

3. In its SOQ, each Proposer identifies Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would play in Project work. Those identifications will be deemed a binding commitment that if the Proposer should receive the Contract, those identified "team members" will, in fact, play the designated roles in Project design and construction. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of CTDOT to do so. If a Proposer believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Proposer shall so notify CTDOT in writing, providing details of the proposed change and the reasons for it. CTDOT shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of CTDOT, prove to not meet or exceed the experience and training that the original team member possessed, the Evaluation Committee may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.

4. Proposers will be required to submit a price (and a schedule of values) for design and construction of the Project ("Price Proposal"), and the selected Proposer must place in escrow, as prescribed in Section 9 of this RFP, all of the documents ("Price Documents") that it used or consulted in the process of pricing the design and construction of the Project for purposes of making its Price Proposal.

5. Within the time frame dictated by this RFP, the Proposer must submit a detailed Technical Proposal, as prescribed herein, as to its plans for the design and construction of the Project, and, at the same time, a Price Proposal, each enclosed in a separate, sealed container, as more fully described elsewhere in this RFP. CTDOT will establish a Selection Panel that will evaluate and score the Technical Proposals according to a predetermined set of weighted criteria set forth in this RFP. The Price Proposals will be kept sealed until after the evaluation and scoring of the Technical Proposals. Then the Price Proposals will be opened and read aloud publicly at a time and place to be announced in advance of the opening.

6. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP will be provided to the Commissioner, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to CTDOT and the public, and will award the Contract to that Proposer.

Section 2.3 Proposed Procurement Schedule

The current anticipated procurement schedule is:

Potential ATC Concepts Submission Deadline	April 6, 2020
Potential ATC Meeting	April 7, 2020
Final ATC Submission Deadline	April 29, 2020
Last Date to Submit Questions on the RFP	June 30, 2020

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Proposal Deadline	July 23, 2020
Oral Presentations of Technical Proposal	August 28 & 31, 2020
Public Bid Opening	September 17, 2020
Estimated Award	November 17, 2020

Section 2.4 Reference Documents and Standards Applicable to Design of the Project

CTDOT will electronically provide to each Proposer that requests them Project-specific reference documents. The partial Project-related plans included in those documents will be for the Proposers' reference use only. All Proposers will be deemed to acknowledge by their receiving of such plans that they understand that while those plans have been advanced to the level of detail shown, the selected Proposer will be required to develop and provide a final, complete Project design based on the BTC, other Contract requirements and its Technical Proposal that has been stamped and sealed by its own Designer of record, after review and approval by CTDOT and possibly by third parties. The Proposer must understand it will have to make revisions of or additions to the proposed Design in accordance with any comments received during the ongoing plan reviews from CTDOT.

Proposers may arrange through the Division of Contracts to examine, in advance of bidding, at a location to be specified by CTDOT, any available samples of the materials encountered in CTDOT's subsurface explorations.

CTDOT makes no representations as to the accuracy or completeness of information contained in any documents not obtained from CTDOT, and it will not be responsible in any way for a Proposer's reliance on or use of the contents of such documents.

Published standards of AASHTO and CTDOT, including but not limited to those standards set forth in the Contract Provisions, will apply to the final design and construction documents to be developed by the successful Proposer. CTDOT documents are available on CTDOT's web site.

Section 2.5 CTDOT's Rights Regarding Content of the RFP, Administration of the Procurement process, and Award of the Contract

CTDOT may investigate the qualifications of any Proposers as long as its Proposal is under consideration, may require related confirmation of information from a Proposer, and may require the Proposer to produce additional evidence regarding its qualifications to perform the tasks required by the RFP. The Commissioner may exercise, in its sole discretion, any of the following rights:

1. reject any or all Proposals at any time prior to execution of the Contract;

2. consider any relevant information from any source in making evaluations within the Procurement process;

3. omit any planned evaluation step in the Procurement process if, in the Commissioner's opinion, the step is not needed in the particular circumstances;

4. issue a new RFP and / or Contract Provisions;

5. amend, modify, or cancel and withdraw the RFP and / or Contract Provisions;

6. modify the RFP process, which shall include the right to extend submission deadlines as it deems appropriate (and it will be the responsibility of each Proposer to consult

(http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=64) the Connecticut Department of Administration Services website for alterations of RFP deadlines or other dates;

7. appoint and assign a Selection Panel to evaluate Proposals, and appoint and assign a Technical Support Committee, each of which may seek the assistance of legal or technical advisors in making their evaluations;

8. approve or disapprove changes in a Proposal;

9. waive minor irregularities in Proposals; and,

10. In connection with in-person presentations concerning proposed ATCs, request supplements to the Proposal.

The RFP does not commit CTDOT to enter into the Contract, even after notice of award of the Contract, nor does it obligate CTDOT to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid by CTDOT, unless and until CTDOT executes a Contract with the Proposer, other than the payment of a stipend pursuant to the terms and provisions set forth in Section 4.4 of this RFP.

Section 2.6 Property of CTDOT

All physical materials submitted by a Proposer to CTDOT in response to this RFP shall become the property of CTDOT and shall not be returned to the Proposer. CTDOT's potential use of the concepts contained in those materials is treated elsewhere in this RFP.

Section 2.7 Conflict of Interest and Unfair Competitive Advantage

The work related to the Project may, at any time, raise questions about real or perceived conflicts of interest because of Proposer's or prospective Team Member's relationship to other entities or individuals. The Proposer's attention is directed to 23 CFR Part 636 Subpart A and Connecticut General Statutes 1-101nn which set forth the federal and State law, respectively, regarding conflicts of interest and unfair competitive advantages (collectively called Conflict Situations).

<u>Conflict of Interest</u>

The Proposer's attention is directed to 23 CFR Section 636.116 regarding organizational conflicts of interest and to Section 636.103 which defines "organizational conflict of interest" under federal law as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

With regard to Connecticut General Statutes §1-101nn, CTDOT issued a guidance document on March 2, 2006 to all prequalified consultants and contractors. That guidance letter and the frequently asked questions attached to it (together "guidance document") remain in full force and effect, and are posted on CTDOT's website at:

https://portal.ct.gov/-/media/DOT/documents/dconsultantoffice/consulltr2pdf.pdf?la=en

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In addition to the foregoing, CTDOT has identified other situations and occurrences which may be considered a conflict of interest for Proposers on the Project, including without limitation:

1. consultants and/or sub-consultants who assisted CTDOT in the preparation of the RFQ or RFP documents will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP;

2. firms under contract with CTDOT for the construction of a project elsewhere in the State of Connecticut, and firms under contract with CTDOT for the construction oversight ("CE&I") on the same project, are excluded from participating on the same design-build team (this exclusion does not apply to subcontractors and sub consultants); and

3. firms or individuals employed by owners of properties or businesses that abut or may be affected by the Project will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP,

Barring any other conflict resulting from state or federal law or CTDOT's March 2, 2006 guidance document, firms and individuals not subject to items (1) through (3) above may work for the Design-Build Contractor and its subcontractors, or CTDOT and its consultants, but may not work for both simultaneously.

Proposers and lead design firms should consider that conflicts may arise during and after the BVDB procurement that may preclude firms from pursuing CTDOT work on which other participants in the Design-Build Proposal are already under contract with CTDOT.

Unfair Competitive Advantage

The BVDB procurement will be conducted using a fair and impartial procurement process. It is essential that a level playing field be maintained during the procurement phase. The Proposers are advised that the following prohibitions, restrictions, and requirements will apply to this BVDB procurement:

1. firms and individuals may not materially participate (defined as holding a financial interest, assisting in the preparation of a Proposal, or providing one or more of the Key Personnel described in the RFQ) in more than one Proposal in response to this RFP;

2. firms and individuals may not solicit, review, or receive BVDB criteria weighting or evaluation materials prepared by CTDOT or its consultants during the procurement phase, either directly or through an intermediary;

3. Proposers (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the Selection Panel, or other CTDOT representatives involved in the BVDB selection process, except as allowed by the RFQ or RFP;

4. Proposers may not engage or employ current or former employees of CTDOT or its consultants involved in preparing the RFP or RFQ, for the project.

An Unfair Competitive Advantage may exist if a Proposer is not in full compliance with Nos. (1) through (4) above.

Conflict of Interest and Unfair Competitive Advantage Certification

As part of the RFQ process, the Proposers submitted initial certifications. Proposers should continue to evaluate for itself, and the Proposer's Key Personnel, subcontractors and any other individuals associated with their Proposal should evaluate for themselves whether they have a Conflict Situation. Thereafter, the Proposer (each respective participant, as described in Section 1 of the RFQ) shall complete and ***resubmit*** a Conflict of Interest and Unfair Competitive Advantage Certification (Certification Form) for itself, and a separate set of forms for each of its Key Personnel any time a change to their status occurs. Any other individuals or subcontractors participating in the Proposer's team, who are aware of an existing

or potential Conflict Situation, shall make a disclosure on the Certification Form and forward it to the Proposer for submittal to CTDOT. Failure of the Proposer, Key Personnel, or those with known Conflict Situations to submit the Certification Form(s) may result in the disqualification of the Proposer.

Whenever a Proposer, its Key Personnel, any subcontractor, or any individual associated with a Proposer is found to have a Conflict Situation, it shall be disclosed on the Certification Form and the attachments. CTDOT will review the Proposer's suggested actions to be taken to avoid, neutralize, or mitigate such Conflict Situation, and if found acceptable, the matter will be consider resolved and the Proposer will be permitted to continue in the BVDB procurement process with the suggested actions. If, CTDOT does not find the Proposer's suggested actions acceptable or sufficient to avoid, neutralize or mitigate a Conflict Situation, then CTDOT will communicate to the Proposer that an unresolved Conflict Situation may exist. The Proposer may offer additional measures to resolve the matter, or it may appeal the decision in accordance with the Appeal Procedure described in this Section. Proposers unable to resolve a Conflict Situation finding will not be permitted to continue in the BVDB procurement.

It is the responsibility of each Proposer to police itself related to Conflict Situations. The Proposer agrees that if, at any time during the procurement process, or even after award of the Contract, an individual or organizational Conflict Situation develops or is discovered, the Proposer shall make an immediate and full disclosure to CTDOT using the prescribed form. Such disclosure shall include a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

Violation of Disclosure Requirements

CTDOT, in its sole discretion, reserves the right to make a determination relative to real or potential Conflict Situations and the Proposer's ability to mitigate such situations. An organization or individual determined to have a Conflict Situation relative to this procurement or Project that cannot be mitigated, shall not be allowed to participate as part of the Proposer or Contractor for the Project. A conflict arising under Connecticut General Statute 1-101nn, as determined by the Office of State Ethics, cannot be mitigated.

If a Conflict Situation is discovered during the procurement process or even during the performance of the Contract, CTDOT reserves the right to:

1. Mitigate the conflict by disclosing information to all Proposers. If the documents or work product are considered proprietary under Connecticut law, the Proposer will be given the opportunity to waive this protection from disclosure. If a Proposer elects not to waive protection, then the Proposer may be disqualified;

2. Disqualify any prospective Proposer team member or reject any Proposal at any time solely on the grounds that a real or perceived Conflict Situation is presented;

3. Require any prospective Proposer or Proposer team member to take any action or supply any information necessary to determine the extent of the Conflict Situation, including without limitation, obtaining an opinion from the Office of State Ethics, and/or;

4. Terminate any contract arising out of this solicitation if, in the opinion of CTDOT, any such relationship would constitute or have the potential to create a real or perceived Conflict Situation that cannot be resolved to the satisfaction of CTDOT.

Appeal Procedure

If CTDOT finds that an unresolved Conflict Situation exists, the Proposer may appeal such finding to the Commissioner of Transportation. (Note: When the Office of State Ethics has found a situation will violate Conn. Gen. Stat. §1-101nn, CTDOT appeals will not be considered.) Proposers shall promptly forward their appeal to the Commissioner of Transportation, in writing. The appeal must include all Certification Forms submitted to date and present the reasoning and foundation for the firm's position that a Conflict Situation does not exist or that the Conflict Situation may be mitigated by the time it may have an

effect on the process or Project. Due to the nature of the process and the time it may take to resolve such issues, the existence of an appeal will not delay the BVDB procurement process.

Findings made by the Commissioner of Transportation regarding these appeals will be considered final.

All Proposers agree by submitting SOQs or Proposals that CTDOT is in no way responsible for: costs associated with an appeal; costs incurred to resolve or mitigate an existing or potential Conflict Situation; or costs associated with a Proposal that is not considered due to the existence of a perceived or actual Conflict Situation. All such risks and burdens rest with the Proposer, firm or individual related to that Proposal.

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Section 3.1 General Description of Base Technical Concept and Alternative Technical Concepts

The Technical Provisions contains details of a Base Technical Concept (BTC). That BTC defines the scope of the Project. The documents submitted by a Proposer in its Proposal must be based on the BTC. Those documents shall include, but not be limited to, the design of any roadway, bridge, traffic management, drainage, utilities, and other construction identified or described in the BTC. Calculations used by the Proposer in the development of a Technical Proposal based on the BTC shall be submitted as an appendix to the Proposal. All Proposals must incorporate the BTC without any exceptions to or deviations from the BTC or the requirements of the Technical Provisions, unless CTDOT formally accepts an alternative technical concept (ATC) proposed by the Proposer.

Following award of the Contract, the BTC (as modified to incorporate any ATC[s] accepted by CTDOT) and any other Proposal concept presented and any commitment made in a Proposer's Proposal will become Contractual obligations of the Proposer if it should obtain the Contract.

CTDOT has chosen to use the ATC process in order to allow for innovation and flexibility in the creation of Proposals, and in order to avoid delays and potential conflicts in the Project design work that might arise in part from deferring technical concept reviews until the post-award period. CTDOT's intent in allowing for ATCs is, ultimately, to obtain the best value for the public.

Proposed changes to the BTC as part of the Proposal will only be entertained and must be requested through submission of an Alternative Technical Concept (ATC) in conformance with this RFP and the Contract Provisions. The ATC shall provide a solution equal to or better than the requirements in the BTC. ATC's that delete scope, lower performance requirements, and lower standards or reduce contract requirements will not be accepted by CTDOT.

The ATC process allows Proposers to apply, prior to CTDOT's evaluation of Proposals, for approval of proposed alternatives to the BTC or the Technical Provision requirements. CTDOT will not approve any ATC that entails a deviation from the requirements of the originally-issued Contract Provisions, unless CTDOT determines, in its sole discretion, that the Proposal and end-product based on the deviation will be equal to or better than the end-product that would be produced by strict adherence to the BTC and Technical Provisions.

Neither acceptance nor rejection of an ATC by CTDOT will entitle the Proposer to an extension of the Proposal deadline or of the time by which ATCs are due. Each Proposer, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to it and waives any right to object to CTDOT's determinations regarding the acceptability of any ATC.

The successful Proposer shall be responsible for temporary and permanent work as well as coordination with third parties that is necessary to complete the Project as a result of an ATC that is incorporated into the Final Design. This includes but is not limited to public outreach, surveys, data collection, permit changes/approvals, temporary conditions, right-of-way acquisitions, and utility adjustments.

Section 3.2 Confidentiality of ATCs

All ATCs properly submitted by a Proposer for CTDOT's consideration and all subsequent communications regarding such ATCs will be considered confidential by CTDOT. CTDOT cannot guarantee, however, that the courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential.

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If a Proposer wishes to communicate with a third party (not related with the development of the ATC) concerning an ATC that the Proposer has proposed to CTDOT before the notice of award is given by CTDOT, the Proposer must first obtain CTDOT's advance written approval of such communication or else it must not carry it out. In order to obtain CTDOT's approval, the Proposer must first notify CTDOT in writing of its desire to take such action, providing details as to the identity of the third party and the intended date and content of the intended communication.

Violation of this requirement may result in a withholding of the stipend or even withdrawal by CTDOT of an award of the Contract to the Proposer.

Section 3.3 Disallowed ATCs

CTDOT has supplied disallowed alternatives in an attempt to aid the contractors' preparation efforts for the potential ATC concepts discussion. This list is not all-inclusive.

Pavement

- Any ATC that includes a revised pavement structure or treatment strategy which does not follow the AASHTO 1993 Pavement Design Guide procedure and does not provide justification showing adequacy of the design to meet structural requirements will not be accepted by CTDOT.

Traffic

- Any ATC that proposes changes to overhead and side-mounted extruded aluminum sign details shown on the BTC plans will not be allowed.
- Any ATC that proposes changes to the limitations of operations and maintenance and protection of traffic as defined in the RFP and mandatory technical provisions, that does not provide justification via a traffic analysis that the proposed ATC would result in a net savings in total vehicle delay for entire project will not be allowed.

Bridge design and Other Structures

- Any ATC which results in a reduction in the number of vehicular lanes in the final condition on any bridge versus those shown in the BTC will not be allowed.
- Any ATC which incorporates bolt down precast concrete bridge parapets will not be allowed.
- Any ATC that does not satisfy MASH requirements will not be allowed.

Drainage Design

- Any ATC that eliminates part of or all of an existing drainage system will not be accepted by CTDOT.

Lighting and Electrical

- Elimination of Temporary Lighting: Any ATC which includes elimination of the temporary illumination requirements stated above, including maintenance of active circuits, will not be accepted by CTDOT.

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Section 3.4 Submission of Potential ATCs

The first step in the ATC process involves submission and discussion of potential ATCs. CTDOT will hold one confidential Potential ATC Meeting with each Proposer. In order to prepare for the meeting, the Proposer shall submit up to 8 potential ATCs a minimum of five (5) business days before the date set for Potential ATC Meeting (See section 2.3 for date information) to the Manager of Contracts via email attachment. (Following the Potential ATC Meeting the final ATC submissions are limited to five (5).)

The potential ATC submission shall consist of a cover letter identifying each potential ATC by name, the order in which each concept is to be discussed, the design disciplines that are involved in each concept, and as much of the information (in the format listed) from the executive summary requirements below as practical.

Potential ATC Executive Summary

For each potential ATC, Proposers should supply as much of the following as practical in this early stage. Proposers shall be aware that the quantity and quality of the following information will have an impact on the Committees' ability to comment on the ATC.

1. Description of the general configuration of the ATC and other appropriate descriptive information.

2. Schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Committee in its review of the ATC.

3. A list of the Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.

4. References to requirements of the Technical Provisions that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the Proposer believes that proposed, seeming deviations from the requirements are not truly deviations from them, but rather are consistent with the requirements of the Technical Provisions.

5. Identification of design exceptions required by the ATC.

6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.

7. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Committee in its review of the ATC.

8. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other Project scheduling benefits.

9. Descriptions of any safety or other Project risks that would or might be created by implementing the ATC.

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10. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.

The Proposer is reminded that following the Potential ATC Meeting the final ATC submissions are limited to five (5), however the Proposer may choose to submit for consideration and presentation during the Pre-ATC portion of the meeting up to eight (8) potential ATC concepts.

Section 3.5 Potential ATC Meeting

The Proposer shall bring seven (7) hard copies of the potential ATC submissions described in section 3.4 (and if necessary point out any updates) to the Potential ATC Meeting for the use of CTDOT representatives.

The Potential ATC Meeting will be limited to two (2) hours following introductions and set-up. Additional potential ATC review meetings will not be allowed. CTDOT will contact the Proposer to provide the time and location of the meeting.

The meeting will consist of the Proposer presenting up to 8 potential ATCs. This meeting will serve to provide a dialog between the Proposer and CTDOT relative to these concepts. CTDOT will provide guidance in relation to the ATCs that would definitely not be entertained and attempt to provide as much as practical, preliminary comments to ATCs it would possibly entertain.

ATC Meeting Guidelines

CTDOT will not discuss with any Proposer the contents of any ATC or Technical Proposal other than its own. Proposers shall not seek to obtain commitments from CTDOT during the meetings or otherwise seek to obtain information that would provide an unfair competitive advantage over any other Proposer. Proposers are prohibited from discussing ATCs with CTDOT personnel or CTDOT consultants outside the confines of the meetings or through confidential written responses to questions from the Selection Panel.

Proposers Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). Persons attending the ATC meetings will be required to sign an agreement to abide by the foregoing rules; said document will also serve to identify all meeting participants. All Team and Committee members must attend the meetings in person; conference calls will not be permitted.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and Committee members may provide responses to same. Questions answered by Committee members will focus on the ATC(s) presented and the manner in which they may affect the BTC. Any questions seeking clarification of the RFP and / or Contract provisions must be submitted in accordance with Sections 1.1 and 1.2 of this RFP.

CTDOT reserves the right to change or clarify the RFP criteria or Project requirements in response to information received or issues raised during the ATC Committee meetings. Such changes or clarifications shall be limited to corrections of deficiencies or flaws related to the BTC. Proposers will be notified of each such change or clarification.

Section 3.6 Final Submission Requirements for ATCs

A Proposer may propose no more than five (5) ATCs. A Proposer may request that an ATC apply to more than one structure or element of this Project provided the ATC consists of one concept proposed to be incorporated consistently into the final design for each element it is requested for.

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Any Proposer seeking final approval of an ATC must send a written request for such approval satisfying the content requirements detailed later in this section. One (1) original and three (3) hard copies of the submission marked "CONFIDENTIAL" must be received by the Manager of Contracts no later than the date set for the Final ATC Submission Deadline (See RFP Section 2.3 for date information). Submissions received after that will not be accepted. The Proposer must submit an electronic version of the submission to the Manager of Contracts, in addition to delivering the required hard copies. The electronic version shall be exactly the same as the hard copy version. If there is any difference between the two, CTDOT may reject the submission and reject the ATC proposal.

Should CTDOT make a written request to the Proposer for some clarification of the Proposer's final ATC submission, the Proposer should provide such clarification in writing to the Committee, care of the Manager of Contracts, within two (2) business days after the request is made. Failure of the Proposer to provide the information requested in a timely manner may result in rejection of the ATC submission.

The cover page of the final ATC submission must contain the title of each ATC and a written request for its approval. In addition, the Proposer must certify for each ATC submittal that, after giving the matter their careful and detailed consideration, they believe that the ATC is consistent with the requirements of the Technical Provisions and the central goals of the BTC.

Final ATC submissions must contain sufficient information for the Selection Panel to render an informed determination of the acceptability of the submission. This includes, but is not limited to:

1. a narrative of each proposed ATC's development and review history,
2. relevant technical information and drawings regarding the ATC,
3. all relevant material, including applicable material on the ATC presented during Committee meetings,
4. description of how the ATC would alter and effect the BTC or the Technical Provisions requirements,
5. a description of all relevant interdependencies between the ATC and BTC or the Contract Provision requirements,
6. a description of all interdependent concepts combined into one (1) ATC, and
7. a description of all other ATCs of which the ATC is interdependent with and to which element(s) of the Project they apply.

Failure to fully and accurately describe the interdependent components may result in CTDOT's rejection of the entire ATC. If CTDOT should conclude that a component of the interdependent ATCs is not allowable, CTDOT may reject the entire ATC or a portion thereof.

In addition to the ATC submission requirements listed above, the following information must be updated and included in final ATC submission:

1. Description of the general configuration of the ATC and other appropriate descriptive information.

2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Committee in its review of the ATC.

3. A list of the Project Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.

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4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why Proposer believes the possible deviations are not deviations, but rather consistent with the requirements of the RFP.

5. Identification of design exceptions required by the ATC.

6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.

7. Discussion of effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic; (2) the environment; (3) the interests or activities of the community in the area of the Site; (4) safety in the vicinity of the Site; and (5) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).

8. Description of any additional problems that may be caused by implementing the ATC.

9. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other scheduling benefits related to the Project.

10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses (if applicable).

11. Any design calculations requested by CTDOT that support the safe and otherwise beneficial use of the ATC.

12. Descriptions of the long-term durability of portions of the Project construction that would be affected by implementation of the ATC.

13. Descriptions of any safety or other risks to the goals of the Project that would or might be created by implementing the ATC.

14. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.

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Section 3.7 Final Determinations Regarding Proposed ATCs

CTDOT will make a final determination and respond to the Proposer's final ATC submission within 21 calendar days after receiving both the hard copies and the digital copy. Within the review time-period, CTDOT may, communicate questions and the Proposer may respond through written correspondence. CTDOT may also require a meeting within this timeframe to discuss the final ATC proposal(s) in order for CTDOT to fully understand the concepts before making a final determination.

CTDOT will make one of the following final determinations with respect to each sufficient and properly-submitted ATC proposal, and will send the Proposer written notice of same:

1. the change proposed is *already included in the BTC*,
2. the ATC is *approved*,
3. the ATC is *approved with conditions*, or
4. the ATC is *rejected*, in which case a summary explanation of its rejection will be provided with the notice of the same.

If the Proposer does not receive written notice from CTDOT regarding its decision about the ATC proposal within 21 calendar days after CTDOT's receipt of the final ATC submission, the Proposer should assume that CTDOT has rejected the ATC.

Section 3.8 Incorporation of Approved ATCs into the Proposer's Technical Proposal

Written approval of an ATC will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and CTDOT will not grant the Contractor any additional Contract time in which to complete the Project, nor will CTDOT adjust the Contract compensation, regardless of when the ATC's implementation proved to be infeasible.

Each Proposer may incorporate into its Technical Proposal only those ATCs that have been finally approved for the Project by CTDOT; none may be included that have not been so approved. Copies of CTDOT letters granting final approval of an ATC for the Project shall be included in the Technical Proposal. If ATCs are used in the design, the Proposer must provide a written narrative describing how and in which aspects of the Project the ATCs were implemented. Such narrative shall be an attachment to the Technical Proposal’s Executive Summary and will not be counted towards the total page count of the Proposal. The Technical Proposals, whether or not they include an approved ATC, will all be evaluated according to the same technical criteria, and an ATC that provides technical enhancements of the Project may or may not receive higher technical scores than does one that includes no ATC.

Except for incorporating approved ATCs, the Technical Proposal may not contain exceptions to or deviations from the requirements of the Technical Provisions.

The BTC, as modified by incorporation of any ATCs approved by CTDOT or any other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal, will be considered to contain the requirements for the Proposer's design and construction of the Project. Prior to award of the Contract, the selected Proposer shall confirm and certify in writing to CTDOT that it intends to design and construct the Project in accordance with its Technical Proposal. If the selected Proposer’s Technical Proposal conflicts with either the Technical Provisions or the General Provisions of the Contract, the Technical or General Provisions will take precedence.

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SECTION 4 – SUBMISSION AND TREATMENT OF PROPOSALS (TECHNICAL AND PRICE PROPOSALS)

Section 4.1 General Format of Proposals

The Proposal is comprised of the Technical Proposal and the Price Proposal. The Technical Proposal shall consist of text and drawings of sufficient clarity, graphs, photographs and tables, as required below or as needed to clearly describe the Proposer's intended approach to designing and constructing the Project, the Proposer's capabilities and resources, and the Proposal's particulars and potential benefits for the State. The Price Proposal shall consist of the Proposer's total price for designing and constructing the complete Project. Particular requirements for the form and contents of Technical and Price Proposals are set forth in Sections 5 and 6 of this RFP, respectively.

The Proposal must be submitted in both hard copy and electronic form (.PDF format), in sealed envelopes and containers, respectively. Each hard copy should be bound or held together in a secure and sequential fashion. All text portions of the Proposal must be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ by 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. All drawings and other graphics in the Proposal must be formatted to 11 by 17-inch sheets of paper or other appropriate material, as necessary.

The Proposer shall place one (1) original hard copy and two (2) digital copies of the Technical Proposal in a sealed envelope or sealed box or other container. On the outside of that container, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

TECHNICAL PROPOSAL
Project No. 0079-0244
Resurfacing, Bridge Rehabilitation and Safety Improvements on I-691
Town of Cheshire, Town of Middlefield, Town of Southington and City of Meriden
"Proposer Name"

The Proposer shall place one original (1) hard copy and two (2) digital copies of the Price Proposal and the required submittals, as described in this RFP, in another sealed envelope or sealed box or other container. On the outside of that container holding the copies of the Price Proposal and all required submittals, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PRICE PROPOSAL
Project No. 0079-0244
Resurfacing, Bridge Rehabilitation and Safety Improvements on I-691
Town of Cheshire, Town of Middlefield, Town of Southington and City of Meriden
"Proposer Name"

All Proposals (printed and digital) must be accompanied by a signed Transmittal Letter and Acknowledgement of Receipt of Addenda. Said letters must be signed by an official authorized to legally bind the Proposer. These separate envelopes or containers holding, respectively, (1) the Transmittal Letter and Acknowledgement of Receipt of Addenda, (2) Technical Proposal and (3) the Price Proposal and all required submittals, shall then be placed inside an outermost sealed envelope, box or other container. On that larger, outer container, the Proposer must print the following information, in letters and digits large, clear and dark enough to be read easily:

Project No. 0079-0244
Resurfacing, Bridge Rehabilitation and Safety Improvements on I-691
Town of Cheshire, Town of Middlefield, Town of Southington and City of Meriden
"Proposer Name"

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If the Proposer fails to deliver its Proposal in sealed containers marked as described, and if this leads in whole or in part to the inadvertent opening of a copy of the Proposal before the respective times or outside of the respective places designated for the opening of Technical and Price Proposals, CTDOT may disqualify the submitting Proposer from further consideration for an Award of the Contract.

Any information or other material within a Proposal that the Proposer deems proprietary or otherwise confidential shall be handled as described in Section 4.3 hereof.

Proposers shall provide in their Proposals all information and materials required by or requested by CTDOT pursuant to the terms of the RFP. CTDOT may reject as nonresponsive any Proposal that does not provide all such information and materials.

Section 4.2 Time, Place, and Method of Proposal Submissions

Proposals satisfying all of the requirements of this RFP in form and content must be submitted by the Proposer and received by CTDOT no later than the Proposal deadline stated below.

By submitting a Proposal, the Proposer acknowledges that the CTDOT-supplied design documentation presents a feasible concept for the Project which can and shall be used as the basis for the completion of the Project. The Proposer also acknowledges that the Project can be completed within the schedule, timeframes and milestone durations as specified in the Technical Provisions, and agrees that it shall have no right to seek additional Contract time or compensation in relations to such matters, except as specifically permitted by negotiated Project changes.

Proposals must be delivered to the Manager of Contracts, at its expense, in a way that ensures that the Proposal is received by CTDOT no later than the proposal deadline as stated in the procurement schedule found in Section 2. CTDOT shall reject without further consideration any Proposal that it receives after the Proposal deadline.

CTDOT will not be responsible for any communications or hardware breakdowns, transmission interruptions, delays, or other problems that interfere with the receipt or withdrawal of Proposals, whether they occur at the Proposer's transmitting location, at CTDOT's receiving location, or anywhere between them; and such events that prevent the timely submission or receipt of a Proposal may not be used as grounds for any legal action against CTDOT. CTDOT may not be held responsible or liable for a Proposer's failure to complete and submit a timely and sufficient Proposal due to failed or incomplete delivery of files submitted via email or the Internet, or due to clock irregularities.

CTDOT also shall not be deemed responsible or liable for mislabeled Proposals. Any and all damage that may occur to the Proposal submission due to mishandling in the delivery of the Proposal to CTDOT shall be the Proposer's responsibility, and the Proposer shall not be allowed to rectify, repair or replace any portion of the Proposal that is lost, erased, or damaged due to such mishandling.

Section 4.3 Confidentiality of Proposals; Legal Disclosure Requirements

Until CTDOT awards the Contract to a Proposer or until the Procurement process is ended by withdrawal of the RFP or otherwise, CTDOT will not release any information contained in any Proposal to any third party except as may be contemplated by the terms of this RFP or as may be required by applicable law. CTDOT will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" by the Proposer. Any such proprietary information, trade secrets or confidential commercial or financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such by the Proposer, and shall be submitted in a manner that makes it easy to segregate from the rest of the Proposal. The Proposer shall enclose with the specific proprietary information, trade secrets

or confidential commercial or financial information a concise statement supporting the claim of confidentiality. CTDOT will endeavor to advise the Proposer of any request from a third party for disclosure of any material properly labeled as proprietary, trade secrets or confidential information, so as to allow the Proposer the opportunity to seek a court order protecting such material from disclosure. Under no circumstances, however, will CTDOT be responsible or liable to the Proposer or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by a court or other arbiter, or rather occurs through inadvertence, mistake or negligence on the part of CTDOT (including its third party agents, such as consultants).

The Proposer shall be solely responsible for all determinations made by it concerning confidentiality of its documents under applicable laws, and for clearly and prominently marking each and every page or sheet of materials appropriately designated as such with “TRADE SECRET” or “CONFIDENTIAL,” unless the Proposer is unconcerned with their disclosure to third parties. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable laws on such matters (such as litigation discovery rules and freedom of information acts). Notwithstanding the representations by Proposers that material contained in a Proposal may be a “Trade Secret” or “Confidential,” CTDOT shall have the right to use concepts contained therein.

In the event of litigation concerning the disclosure of any material submitted by any Proposer, CTDOT’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the Proposer shall be solely responsible, legally and financially, for otherwise prosecuting or defending any action concerning its information or materials. In the event that the Contract is re-advertised, the confidentiality of all Proposals previously submitted for the Contract will be maintained until the Contract is successfully awarded and executed, after which only the Contractor's Proposal will be disclosed to third parties.

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Section 4.4 Compensation (Stipends) for Proposal Preparation

CTDOT will award a stipend in the amount of $55,000.00 to each short listed Proposer that does not obtain the Contract and submits conforming Technical Proposal, Price Proposal, and Stipend Agreement.

The Proposer must execute the Stipend Agreement, enclose it with its Technical Proposal in the manner required by this RFP, and submit the Technical Proposal by the Proposal deadline. No exceptions to this provision will be made. If the Proposer does not wish to be subject to the general provisions of the Stipend Agreement, it may decline the stipend.

If the Proposer is offered and accepts a stipend from CTDOT for the development of the Technical Proposal, CTDOT reserves the right to disclose the contents of the technical proposal or any ATC proposed or used therein in response to any request related to it that may be made following the award of the Contract under the provisions of the State or federal Freedom of Information Act. If the Contract should be re-advertised for some reason, CTDOT will attempt to protect the confidentiality of the Technical Proposal or ATC materials and content until the Contract has been awarded and executed.

If CTDOT does not offer a stipend to Proposers for their Project-related preliminary design work, the Technical Proposal and ATCs will be considered the intellectual property of the Proposer, and CTDOT will deem them confidential and exempt from public disclosure under the provisions of the Connecticut Freedom of Information Act. CTDOT nonetheless, would have to comply in that regard with any contrary decision by the Connecticut Freedom of Information Commission or the courts or any other governmental agency having superior authority over such matters.

Section 4.5 Withdrawal of Proposals

A Proposer may withdraw its Proposal from CTDOT consideration at any time prior to the Proposal deadline, by sending its request to do so in a letter signed by a duly-authorized representative of the Proposer to the Manager of Contracts. Such withdrawal will not prejudice the right of a Proposer to file a new Proposal for the D-B Project, provided that it is received by the Manager of Contracts before the Proposal deadline. No Proposal may be withdrawn at or after the Proposal deadline.

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SECTION 5 –FORM AND CONTENT OF TECHNICAL PROPOSALS

Section 5.1 Technical Proposal Contents

Technical Proposals shall contain four major sections: an executive summary, a comprehensive technical approach, a preliminary project schedule, and a management overview. The executive summary should provide information to understand the basic substance of the Proposal. The technical approach submission should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The management overview shall describe the organizational structure of the Proposer including: roles and responsibilities, reporting relationships, and a description of the manner in which the Proposer intends to integrate the required project oversight tools into the overall management plan and strategy. The preliminary project schedule shall demonstrate the Proposer's ability to deliver the Project within the allowable timeframes. The Technical Proposal requirements are further defined in the following sections.

Section 5.2 Physical Format of Technical Proposal

The Technical Proposal shall employ the following physical format:

1. The Technical Proposal shall be no longer than 60 pages (60 double-sided sheets). The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in section 4.1, with the additional requirements of this section. Drawings and other graphic material shall be included a Technical Proposal Appendix. Technical reports and supplemental calculations shall also be included a Technical Proposal Appendix. Any inserts or cover pages at the start of sections will count toward the total page limit. The Technical Proposal Appendix shall not count toward this page limit. The Preliminary Project Schedule (see below) may also be included in the Appendix. The transmittal letter ("Transmittal Letter"), and other required documents whose forms are provided in Appendices of this RFP also will not count toward that page limit.

2. Each page of the Technical Proposal shall be numbered with the page's number and an indication of the total number of pages in the Technical Proposal (e.g., 5/28).

3. The Technical Proposal Appendix shall be limited to material requested in the Technical Proposal. It shall be accompanied by an index describing the information therein.

4. A digital copy of the Technical Proposal shall be placed on a secure digital storage device (USB flash drive), and the Proposal's content (including any appendix) shall be submitted as PDF files.

Section 5.3 Required Transmittal Letter

The Technical Proposal shall be accompanied by a Transmittal Letter (referenced ABOVE) signed by an individual authorized to bind the Proposer contractually. The name, title, address, email address, and telephone number of one individual who will respond to CTDOT requests for additional information, and, of one individual who is authorized to negotiate and execute the Contract on the Proposer's behalf shall be included in the Transmittal Letter. Each Proposer must also acknowledge that it has received and read all clarification notices and Addenda documents transmitted by CTDOT. The Transmittal Letter shall also state, that the Technical Proposal shall remain valid beyond the Proposal Deadline until the Contract is fully executed, or until the Contract is withdrawn and the Project cancelled by CTDOT, whichever occurs first.

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Section 5.4 Executive Summary

The Proposer shall submit, as Section 1 of the Technical Proposal, an executive summary written in non-technical style and containing sufficient information for reviewers with a non-technical background to understand the basic substance of the Proposal and to judge whether or not it satisfies the general requirements of the Project. The Executive Summary shall not exceed one (1) double-sided page, and shall follow the format stated in Section 5.2 above.

The Executive Summary shall not include any pricing information and shall, at a minimum, include the following:

1. an identification of the Proposer's key Project personnel and a description of the management structure that the Proposer would use in the management, decision-making and day-to-day operations regarding the Project;

2. a summary of the design and technical approach(es) that the Proposer would employ for the Project in the implementation of the BTC and any approved ATCs, and in any respects in which they may be different from what is called for by the BTC and any approved ATCs; and

3. a description of any aspects of the Technical Proposal to which the Proposer believes that CTDOT ought to pay particular attention in evaluating the Proposal, because they are original or creative, or likely to be misconstrued or overlooked, or likely to result in significant benefit to the State, or noteworthy in some other regard;

4. if the Proposer is a Joint Venture, the Proposer must clearly identify in the Executive Summary which major parts of the work each member of the joint venture will be responsible for (*i.e.*, engineering, quality control, geotechnical, construction, etc.).

5. A statement that the Proposer has thoroughly reviewed the BTC and determined that the concepts are constructible and reasonable (with consideration of any ATCs allowed by CTDOT and incorporated into the Proposal). Also the Proposer also acknowledges that the Project can be completed within the schedule, timeframes and milestone durations as specified in the Technical Provisions, and agrees that it shall have no right to seek additional Contract time or compensation in relations to such matters, except as specifically permitted by negotiated Project changes.

Section 5.5 Technical Approach

Section 2 of the Technical Proposal (the Technical Approach) shall use the BTC and any approved ATCs as the basis for setting forth the Technical Approach that the Proposer intends to use in order to complete the Project design and construct the Project.

The Technical Approach Section shall identify the quality and expected useful life of each of the facilities to be designed and constructed as part of the Project, and it shall identify the performance criteria by which each Project facility or component should be evaluated. When possible, preliminary design calculations shall be included with the Proposal.

The Proposer must include detailed information on the incorporation of any approved ATCs and its effect on items listed below.

The Technical Approach shall also include the following:

1. Pavement Design
    a. Approach to design and construction of the requirements for all anticipated work, with descriptions of any proposed changes to the work described in the BTC.

b. Description of the measures that will be taken in order to achieve the minimum service life of new and rehabilitated elements, as specified in the Technical Provisions.

c. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

d. The Proposer's concept plans, including plans, elevations, and typical sections.

e. Materials plans for key elements (e.g., pavement composition).

2. Bridges
   a. Approach to design and construction of the requirements for all anticipated work, with descriptions of any proposed changes to the work described in the BTC.

   b. Description of the measures that will be taken in order to achieve the minimum service life of new and rehabilitated elements, as specified in the Technical Provisions.

   c. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

   d. The Proposer's concept plans, including plans, elevations, and typical sections.

   e. Materials plans for key elements (e.g., concrete deck patches).

3. Highway/Traffic
   a. General requirements that the Proposer anticipates would have to be met for roadway design and construction, including limits of work transitions.

   b. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the Project.

   c. The Proposer's concept plans, including plans, elevations, traffic mitigation initiatives and typical sections.

4. Environmental Controls and Approvals
   a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals.

   b. Measure to be taken in order to control erosion, dust and to maintain allowable levels of noise.

   c. Permanent erosion and sediment control measures to be taken that would remain in place after the Project has been constructed.

   d. A description of potential sources of pollution and of measures that would be taken in order to reduce erosion, to minimize sedimentation, and to eliminate non-stormwater pollutants from the Site.

   e. A description of potential plans or actions with CTDOT and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.

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5. Innovation
    a. The Proposer shall identify areas in the design, other than those specified in the Technical Provisions in which the use of alternative and innovative construction methods would result in time and/or cost savings to CTDOT.

    b. The Proposer shall identify potential material substitutions that would result in a better quality end product.

6. Project Schedule
    a. Aspects of the Proposers schedule that will result in construction taking place in either the allowed maximum number or in less than the allowed maximum number of calendar days for this Project.

Section 5.6 Preliminary Project Schedule

In Section 3 of the Technical Proposal, the Proposer shall provide a Preliminary Project Schedule. The Proposer's Preliminary Project Schedule shall be developed using standard Critical Path Method (CPM) techniques and shall develop in summary form all activities necessary to complete the Project. This is not the Project Planning and Progress Schedule (PPS) required by the special provisions attached to the Technical Provisions of the Contract, but if the successful Proposer develops this preliminary schedule consistent with the PPS requirement of the Technical Provisions, certain elements, if acceptable to CTDOT, may be utilized as a basis for certain pre-award submissions required for the PPS.

The Preliminary Project Schedule shall meet the allowable timeframes specified in the Technical Provisions. If the Proposer submits a schedule showing early completion of any date or duration stipulated in the Technical Provisions as part of its Technical Proposal, and the Proposer is awarded the Contract, the Contract terms will be adjusted to incorporate the early dates/durations, and CTDOT's notice of award letter to the Proposer will reflect the new dates/durations submitted in the Technical Proposal. The adjusted dates/durations will be incorporated into all pertinent sections of the Contract, including those concerning incentives and liquidated damages.

The minimum information to be included in the preliminary CPM schedule regarding anticipated major milestones and their associated phasing is as follows:

List of Construction Dates:
Anticipated Award Date.
Anticipated Notice to Proceed.
Design Completion Date.
Date of Substantial Completion.
Date of Final Acceptance of Work.

In developing its Preliminary Project schedule, the Proposer shall include the major elements of work broken down by stage and structure/area. For this Project the minimum major elements of work include, but are not limited to the following:

Critical Submittals and Approvals.
Early Release for Construction items.
Procurement of Any Long Lead Time Items.
Final Design and Approval.
Construction of Temporary Structures.
Construction/Rehabilitation of Bridges.

The Proposer, in developing its Preliminary Project schedule, shall provide adequate preparation periods for Project activities and review processes, as specified in the RFP, in the schedule that will occur prior to the time that CTDOT allows the Contractor to begin physical Project construction.

The Proposer must include the review periods specified for CTDOT reviews of complete Project first submittals and complete Project resubmittals. Resubmission of incomplete submittals will be considered a first submittal.

So that CTDOT can properly evaluate the Proposer's CPM schedule, the Proposer must include in its CPM schedule and Proposal sufficient information concerning the following:

1. Work breakdown structure and schedule organization.

2. Schedule detail for major activities (activity durations, number of activities, and ample descriptions of work).

3. Schedule logic described in the Technical Proposal and illustrated in the required Gantt chart.

4. Organization of the critical path and all other paths (total float).

Submission of the Preliminary Project Schedule does not constitute a request by the Proposer to increase the number of early release construction packages or revise any contract requirements.

Section 5.7 Management Overview

Section 4 of the Technical Proposal (the Management Overview) shall describe the Proposer's management approach and its plan for Design-Build construction, both in general and for this particular Project. This Section should make plain the Proposer's plan and capacity for controlling and coordinating the various subcontractors and other forces and resources on the Project. It should also explain how the Proposer plans to deal with CTDOT and other federal, State, municipal and utility agencies, in a productive manner and with respect to particular aspects or potential problems on the Project. The Proposer shall also describe its approach for controlling in an optimal fashion the schedule and costs of the Project, as well as complying with applicable laws that may present difficulties or problems, or that are likely to have a substantial effect on the progress or costs of the Project. The Proposer must also explain the Proposer's plans for assigning identified personnel with relevant experience and knowledge, as well as critical equipment and other resources, to the tasks that are key to the success of the Project.

The Management Overview shall include, more specifically:

1. <u>Administration and Coordination</u>

   The Management Overview shall include a section describing the Proposer's intended plan for managing approvals from CTDOT, from design, to construction, to potential issues and progress updates in the way of briefings, meetings and other acceptable methods. This section shall also address coordination with nearby construction projects, neighboring communities, regional venues and events, and notification and coordination with local Police, Fire and Emergency agencies. It shall also outline the Proposer's plans and intended approach for public outreach for providing information to the public regarding Project scope and progress.

2. <u>Risk Management</u>

   The Management Overview shall include a section describing the Proposer's approach to risk management. The Proposer shall provide and explain its plans to identify possible risks that would adversely affect, whether in a major or minor way, the project progress, scope, schedule and or budget; and how it intends to mitigate these risks once identified. This section shall also outline the Proposer's intended plans for involving CTDOT in the risk identification and

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mitigation processes. A list of potential significant risks identified by CTDOT is provided in the Technical Provisions.

3. Project Controls

The Management Overview shall contain a section that provides (i) an explanation of the Proposer's approach to quantity-estimating and how the Proposer intends to control its Project costs, how it would maximize and maintain quality, and how it would minimize its price adjustments for any Project changes ordered by CTDOT; and (ii) a description of the Proposer's intended management system for controlling and coordinating the scheduling of the Project work, in both the short term and long term, as well for handling document control and change management. The Overview should also describe how the Proposer will integrate these functions into its proposed management structure and into its day-to-day Project activities. This section shall include at least:

a. A description of the system that would be used by the Proposer to prepare and update the Project schedule, calculate the progress of Project work, and track subcontractor activities as defined in the schedule requirements of the Technical Provisions.

b. A description of how the Proposer would approach rescheduling activities in order to achieve schedule recovery objectives and how it would ensure the achievement of those objectives.

c. A description of how the Proposer would integrate its Project schedule with the Project Milestones as defined in Section 5.6 of this RFP.

d. A description of the Proposer's intended approach to implementation of Project quality, cost, and schedule controls.

e. A description of the Project stages during which the Proposer intends to build each element of the Project, providing specific timeframes for interim events and activities (including any periods for design development).

f. A description of the Proposer's intended approach to design and construction submittal management (including preparation, review, approval, coding, prioritization and relation to the start of work) including a description of its proposed document control system.

g. A description of the Proposer's intended approach to change management and how it intends to foresee and mitigate potential impacts to the scope, schedule and budget of the Project.

h. A description of the Proposer's approach to overall project and workzone safety.

4. Quality

The Management Overview shall describe the approach and methods and shall identify the personnel that the Proposer will employ in order to develop and implement a Quality Control ("QC") system and in order to create a Quality Management Plan ("QMP") and QC Plans for the Project, involving both Design QC ("Design QC") and Construction QC ("Construction QC"). This section of the Proposal shall include at least:

a. A description and chart of the organization and personnel that will be used to ensure QC on the Project as specified in the provisions for "Quality Control Plans" and "Quality Management Plans" included in the Technical Provisions. Include the number of personnel to be utilized during the different phases of the Project to ensure proper inspection of all ongoing operations at each site.

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b. An explanation of how the Proposer will ensure that adequate sampling, testing, and inspection are performed on the site, at offsite locations if planned and at the locations of fabrication to ensure conformance with the plans and specifications without the need for CTDOT intervention.

c. A general, descriptive outline of the reports that will be produced and of the management of records procedures to be used for all QC documents and related records in achieving QC.

5. Design Management

The Management Overview shall contain a section summarizing the approach and plan of the Proposer for development of the Project design, including:

a. A description of the Proposer's intended plan to integrate the design with the procurement and construction activities.

b. A description of the Proposer's plan, in terms of Project design, for balancing and coordinating stakeholder interests; structural and landscaping exigencies; concerns for utility operations and facilities; traffic, stormwater, and hazardous materials management; and requirements for the construction and maintenance of the Project.

c. A description of the Proposer's intended design program and process, including the internal process for design reviews, by both the design firm(s) working for the Contractor and by the Contractor. The description shall include the Proposer's plan for producing the design, including the internal process for design reviews to ensure design accuracy; including how designs developed by different firms and offices would be integrated and coordinated in order to ensure consistency and quality among them.

d. A description of how design submittal reviews would be organized, tracked, and managed within the Proposer and with CTDOT.

6. Construction Management

The Management Overview shall contain a section that describes the Proposer's construction management organization and how it would relate and interact with the other elements of the Proposer's organization for the Project. Provide a brief narrative description of the proposed plan for constructing the Project. This portion of the Proposal shall include at least:

a. A construction organization chart for the Project, showing the relationships between functions shown on the chart and functional relationships with subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments in order to achieve optimum construction performance. The chart shall indicate how the Proposer intends to divide the Project by structure.

b. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.

c. A description of the Proposer's intended safety and training program and of how it would be implemented.

d. A description of the Proposer's plan for minimizing environmental impacts including dust control areas in the vicinity of the Project during construction.

e. A description of how all contingency plans would be decided upon and implemented by the Proposer.

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SECTION 6 – FORM AND CONTENT OF PRICE PROPOSALS

Price Proposals will be sealed and held by the Office of Contracts until they are opened in public at the time and place scheduled and announced in advance for that opening. The Selection Panel will not have access to the Price Proposals during the evaluation of the Technical Proposals.

Section 6.1 Forms that Must Accompany the Price Proposal

When a Proposer submits its Price Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A.00, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A.00, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, must also be completed, executed and submitted in accordance with the Schedule of Submissions included therein. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by CTDOT. All Small Business Enterprise (SBE) forms included in Appendix A.00, are to be submitted with the Price Proposal, not with the Technical Proposal.

Section 6.2 Bid Bond

Details regarding bid bond requirements are contained within Section 8 of this RFP.

Section 6.3 Prevailing Wage Rates

The Contractor must pay State and federal (29 CFR 5 Subpart B) prevailing wage rates for all Project work and must comply with all related reporting and administrative requirements. Prevailing rates must be updated one year after the award of the Contract and each succeeding year after that until the completion of the Contract. Proposers are advised that no increase in Contract price will be granted because an updated prevailing rate proves to be higher than an earlier one for the same type of labor. For further information see the Connecticut Department of Labor website at:

http://www.ctdol.state.ct.us/wgwkstnd/bidpack.htm

Section 6.4 Payment Schedule

The overall contract price will consist of a lump sum Design-Build price as well as other items as detailed in the Technical Provisions and listed below and shown on the Price Proposal Form. Partial payments shall be derived from an expanded schedule of values and, a Payment Request Form as explained in the General Provisions. The successful Proposer will be required to submit the expanded schedule of values and payment request templates for approval of CTDOT as a condition of award of the contract.

The Technical Provisions include requirements for “Estimated Items”. CTDOT has determined that the work described in the BTC plans for these items have quantities that cannot be reasonably estimated prior to construction.

The sum of money shown on the Price Proposal Form as "Estimated Cost" for each of these estimated items of work will be considered the bid price even though payment will be made as described in the Contract Provisions. The estimated cost figure is not to be altered in any manner by the Proposer. Should the Proposer alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

Section 6.5 Affirmative Action and Equal Employment Opportunity (AA/EEO)

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The Proposer and those of its proposed consultants and sub-consultants that are expected to perform Project services valued at ten thousand dollars ($10,000) or more must have an Affirmative Action Plan for the current year on file with CTDOT's Division of Contract Compliance (Contract Compliance). The plan must comply with the provisions of 41 CFR, Part 60-2.

Affirmative Action Plans must be submitted to the Office of Contract Compliance for review and approval before submission of the Price Proposal. The Proposer must supply, in accordance with the Schedule of submissions in Appendix A.00, a letter from Contract Compliance, approving the entity's Affirmative Action Plan for the current year.

Any questions that a Proposer has regarding the AA/EEO requirements of this RFP should be addressed to:

Phylisha Coles
Office of Contract Compliance
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Telephone: (860)594-2178
Fax: (860)594-3016
Email: Phylisha.Coles@ct.gov

The requirements for the submission of documents related to AA/EEO requirements are outlined on Section 9.

Section 6.6 SBE Letter of Intent

Small Business Enterprises (SBEs) as defined by Section 4a-60g of the Connecticut General Statutes shall be given the opportunity to participate in the performance of Design-Build contracts financed in whole or in part with federal funds.

The SBE participation set aside for this Project is 25%. The set aside percentage should be accomplished by having SBE firms perform no less than the percentage of the total work inclusive of the design and construction of the Project (other than work performed by CTDOT, or by any consultant hired by CTDOT, on the BTC). The percentage shall be calculated as the specified percentage by dollar value of work contained in the total Contract executed by the parties; that is, it will take into account work later added to the Contract by construction orders.

Each Proposer is required to include with its Price Proposal an acknowledgement of the Project SBE requirements and an affirmation of the Proposer's intent to comply with these provisions. Proposers are reminded that SBE participation to be counted toward the set aside must be in the form of independent work and SBE firms must be certified by the Office of Contract Compliance at the time that the Price Proposal is submitted to CTDOT.

SBEs certified by the State are listed at:

http://www.biznet.ct.gov/SDSearch/SDsearch.aspx

SBE special provisions are included in the General Provisions Section of the Contract

Any questions that a Proposer might have regarding the SBE requirements of this RFP should be addressed to:

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Debra Goss
Office of Contract Compliance
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Telephone: (860)594-2169
Fax: (860)594-3016
Email: Debra.Goss@ct.gov

Section 6.7 Price Proposal Contents

The Price Proposal shall include:

The D-B Lump Sum (L.S.) Price, and the Estimated Cost Items, shown in Table 2, shall constitute the Proposal Price. This Price is to be the estimated total amount that CTDOT would pay for all work under the original Contract executed by the parties. The actual amount CTDOT will pay for the work will include the D-B L.S. and the final measured or computed total of the of the Estimated Cost Items. The payment of the DB Lump Sum and the measurement, calculation, and payment of the Estimated Cost Items is further discussed in the Technical Provisions Chapter 3 and General Provisions Chapter 1.09.

The breakdown of the Proposed Price is intended to assist CTDOT in its evaluation of the price submitted. It will also be the starting point for the development of the schedule of values that will be used to for monthly payments.

The Schedule of Value (S.V) amounts shall be comprised of the sum of all the Minor Schedule of Value (m.s.v) amounts shown below them.

In the event of a conflict between the Proposal Price and the total of the Schedule of Values amounts supplied, the Proposed Price shall take precedence.

The Estimated Cost Item m.s.v. values have been determined by CTDOT, the Proposer is not to change them.

Table 2: Payment Schedule – Proposal Price

Item	Item Description	Unit
1	D-B L.S. Price	
1.1	Project Design (subtotal of 1.1.1 to 1.1.3)	S.V.
1.1.1	Pavement Design Services	m.s.v.
1.1.2	Bridge Design Services	m.s.v.
1.1.3	All Other Design Services	m.s.v.
1.2	Mobilization and Project Closeout	S.V.
1.3	Construction (subtotal 1.3.1-1.3.4)	S.V.
1.3.1	Removal of Bituminous Concrete	m.s.v.
1.3.2	Concrete Pavement Rehabilitation	m.s.v.
1.3.3	Bituminous Concrete Overlay	m.s.v.
1.3.4	Other	m.s.v.

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1.4	Bridge Construction - Bridge Nos. 01921, 01922, 01942, 01944, 02069, 02070, 02071, 02340, and 02341 (subtotal 1.4.1-1.4.3)		S.V.
1.4.1	Concrete deck repair	m.s.v.	
1.4.2	Roadside Safety Features	m.s.v.	
1.4.3	Modifications to the Superstructure	m.s.v.	
1.5	Bridge Construction - Bridge No. 02055, 02080, 02114, and 02160 (subtotal 1.5.1-1.5.4)		S.V.
1.5.1	Concrete deck repair	m.s.v.	
1.5.2	Roadside Safety Features	m.s.v.	
1.5.3	Modifications to the Superstructure	m.s.v.	
1.5.4	Other	m.s.v.	
1.6	Bridge Construction - Bridge No. 01966 (subtotal 1.6.1-1.6.2)		S.V.
1.6.1	Modifications to the Superstructure	m.s.v.	
1.6.2	Other	m.s.v.	
1.7	Traffic		S.V.
1.8	Maintenance and Protection of Traffic		S.V.
1.9	Illumination		S.V.
1.10	Public Outreach		S.V.
1.11	Owner Specified General Condition Items (subtotal 1.11.1-1.11.4)		S.V.
1.11.1	Quality Management Plan*	m.s.v.	
1.11.2	Quality Control Plans*	m.s.v.	
1.11.3	Project Planning and Progress Schedule*	m.s.v.	
1.11.4	Construction Field Office	m.s.v.	
1.12	Environmental Management (subtotal 1.12.1-1.12.2)		S.V.
1.12.1	Lead Compliance for Miscellaneous Exterior Tasks	m.s.v.	
1.12.2	Asbestos Abatement	m.s.v.	
1.13	Estimated Quantity Items (subtotal 1.13.1-1.13.2)		S.V.
1.13.1	Class “S” Concrete	m.s.v.	
1.13.2	Bituminous Concrete Wedge Coarse	m.s.v.	
1.14	Other Costs to be included in the L.S. not broken down above		S.V.
2	Estimated Cost Items	EST.	S.V.
2.1	Bituminous Concrete Surface Patch	EST	
2.2	Trafficperson (Municipal Police Officer)	EST	

Estimated Total (subtotal –1&2) :	Proposal Price

*required minimum price (see Technical Provisions for the Item)

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SECTION 7 - SELECTION PROCESS AND EVALUATION CRITERIA

Section 7.1 Weighted Criteria Algorithm

The selection of the Proposal deemed by CTDOT to have the best value will be based in part on the results of applying the weighted criteria algorithm method to the Proposal. This method assigns a designated weight to each factor that CTDOT deems to be a critical aspect of the Proposal and the Project. The individual weight factors will vary from project to project, depending on CTDOT's assessment of the importance of each factor in the given project. The following is a general representation of the equations used to determine the best value:

Technical Score TS = $W_1S_1 + W_2S_2 + \ldots W_iS_i$

Where:
i = Qualitative Rating Factor (1, 2, 3,…i)
W_i = Weight Percentage for Factor i
S_i = Qualitative Rating Score for Factor i (on a scale of 1 to 100)

(**Note:** The highest technical score would be 100 points.)

Price Score = PS = W_p * (1-(B-LB)/LB)
Where:
W_p = Price Weight Factor
(Note: The Price Weight Factor for this project is set at 150)
B = Bid Value(Price Proposal)
LB = Low Bid Value(lowest Price Proposal)
(**Note:** The highest Price Score would be equal to the Price Weight Factor.)

Best Value = Largest Value of: TS + PS

Section 7.2 Submission of Proposals to the Selection Panel

Once a Technical Proposal has been found to be technically consistent with all approved ATCs, the Technical Proposal will be forwarded to the Selection Panel for review and evaluation.

Section 7.3 Initial Proposal Evaluation

CTDOT will first determine whether or not the Technical Proposal meets the following criteria:

1. The Technical Proposal was submitted and organized in accordance with the requirements of this RFP.

2. The Transmittal Letter and other forms required to be submitted with the Technical Proposal were submitted with it and comply with the requirements of the RFP and Contract Provisions.

3. Approved ATC's have been applied correctly.

4. The Technical Proposal contains details that were not shown in the BTC and were not submitted as an ATC, and, in CTDOT's opinion, should have been requested as an ATC.

Proposals that are not consistent with the RFP requirements and with approved ATCs may be deemed by CTDOT to be ineligible for consideration for an Award of the Contract.

Section 7.4 Oral Presentations and Proposal Clarifications

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CTDOT will schedule and hold an oral presentation meeting with each Proposer. This presentation will be an opportunity for the Proposer to discuss its proposal with CTDOT. The format of the presentation meeting will be no longer than two (2) hours, after initial setup and introductions.

Oral presentations may substitute for, or clarify, written information presented in the Technical Proposals. A record of confidential meeting minutes will be maintained by CTDOT to document what information was discussed at the presentation. Within two (2) business days of the oral presentation, the Proposer shall supply to CTDOT an electronic copy of the presentation visuals. Material associated with the presentation, including but not limited to recordings and requirements described herein, shall be considered part of the Proposal. A copy of the record will be incorporated into the contract file and provided to each proposer participating in the oral presentations.

Section 7.5 Numerical Scoring of the Technical Proposals by Designated Categories

Selection Panel members will evaluate the components of the Technical Proposals by applying to them the pertinent criteria contained in this RFP and will submit the resulting scores to the Office of Contracts.

Each major category and subcategory (listed below within this Section) will be qualitatively evaluated by the Selection Panel, which will assign it a numerical rating in accordance with the following guidelines:

- **EXCEPTIONAL (90-100 points):** The Proposer has demonstrated an approach to Project design or construction that significantly exceeds stated requirements and objectives of the Technical Provisions. That approach is of consistently outstanding quality. There is very little or no risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. There are essentially no weaknesses in the material provided regarding this item of the Technical Proposal.

- **GOOD (80-89 points):** The Proposer has demonstrated an approach to Project design or construction that exceeds stated requirements and objectives of the Technical Provisions. That approach is generally of better-than-acceptable quality. There is little risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. Weaknesses in the material provided regarding this item of the Technical Proposal, if any, are definitely minor.

- **ACCEPTABLE (70-79 points):** The Proposer has demonstrated an approach to Project design or construction that meets the stated requirements and objectives of the Technical Provisions. That approach is of acceptable quality. The Proposer demonstrates a reasonable probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses, but they are minor and could readily be corrected.

- **POOR (60-69 points):** The Proposer has demonstrated an approach to Project design or construction that fails to meet stated requirements and objectives of the Technical Provisions with respect to the particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses or deficiencies, but they are susceptible to correction through oral presentations. The material provided is marginal in quality with respect to its basic content or the amount of information provided for evaluation. The Proposer should be capable of providing an acceptable or better response concerning this matter.

- **UNACCEPTABLE (0-59 points):** The Proposer has demonstrated an approach to Project design or construction that contains significant weaknesses or deficiencies and is unacceptable in quality. The material provided regarding this item of the Technical Proposal fails to meet the stated requirements and objectives of the Technical Provisions, lacking essential information, containing

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elements in conflict with each other, or suggesting that the Proposer's technical approach to the Project would likely prove unproductive. The Technical Proposal in this regard does not suggest that the Proposer, if awarded the Contract, would have a reasonable likelihood of success in treating this aspect of the Project. Weaknesses or deficiencies in the provided material are so significant or extensive that a major revision of the Technical Proposal would be necessary with regard to this aspect of the Project.

The Committee will use these guidelines in assigning numerical scores to their evaluations of the designated categories and subcategories listed in Section 7.6 below, making it possible then to apply the weighting factors enumerated in that Section in order to arrive at a quantitative representation of the Committee's judgment of each Technical Proposal.

Section 7.6 Selection Criteria

The Selection Panel will evaluate each Proposer's Technical Proposal and will score each Technical Proposal for all of the weighted categories (the "Selection Criteria") listed below:

<u>Technical Approach (50% of Technical Criteria)</u>

1. Pavement Design (5% of Technical Criteria)
2. Bridges (10% of Technical Criteria)
3. Highway/Traffic (10% of Technical Criteria)
4. Environmental Controls and Approval (10% of Technical Criteria)
5. Innovation (10% of Technical Criteria)
6. Project Schedule (5% of Technical Criteria)

<u>Project Management (40% of Technical Criteria)</u>

1. Administration and Coordination (5% of Technical Criteria)
2. Risk Management (5% of Technical Criteria)
3. Project Controls (5% of Technical Criteria)
4. Quality (15% of Technical Criteria)
5. Design Management (5% of Technical Criteria)
6. Construction Management (5% of Technical Criteria)

<u>Qualifications Score (10% of Technical Criteria)</u>

The Qualifications Score is the score that the Qualifications Review Committee has previously assigned to the Proposer's Statement of Qualifications during the RFQ process.

Section 7.7 Determination of Overall Technical Score

The Selection Panel will submit all technical review scores to the Office of Contracts, which will then calculate the overall technical score for each Proposer. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

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Section 7.8 Price Proposal Opening

After the technical scores have been tabulated and at a time and date and public place that will be announced to all Proposers at least forty-eight (48) hours before the event, the Office of Contracts will open the sealed Price Proposals in a public event (the "Proposal Opening") following this format:

1. The sealed Price Proposals will be opened and the Proposal Price from each will be read aloud at the Proposal Opening. The Price score ("Price Score") for each Proposer will be calculated during the event by the Office of Contracts in accordance with the criteria set forth in this chapter of the RFP.

2. The total Technical Proposal scores of each Proposer will then be announced.

3. The Price Score will be added to the Technical Scores by the Office of Contracts, which will post and rank the Apparent Best Value Scores during the event.

4. The Proposer with the highest Best Value Score will be announced as the Apparent Best Value Selection.

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SECTION 8 – PRE AND POST SELECTION REQUIREMENTS

Section 8.1 Schedule of Submissions

In addition to meeting the submission requirements outlined in Sections 5 and 6, the Proposer must ensure that all of its required documents are submitted in accordance with the schedule of submissions provided in Appendix A.00 of this RFP. Proposers are reminded that, even though this schedule appears to be comprehensive in nature, CTDOT may require additional submissions due to updates of contracting requirements for CTDOT Projects. The Proposer by submitting its Proposal agrees that it will comply with the pre-award requirements set by CTDOT's Contracts Unit and this RFP.

Section 8.2 Pre-Award Project Planning and Progress Schedule (PPS) Requirements:

The Contractor must comply with the pre-award activities requirements found in the PPS Specification in Appendix A.01 of the Technical Provisions.

Section 8.3 Review of Price Proposals and Award of Contracts

CTDOT will review Price Proposals for "responsiveness" in various respects to determine if they comply with applicable statutes, regulations, and CTDOT's Standard Specifications. Each Proposer is required to include with its Price Proposal the following documents: the completed Price Proposal form, Schedule of Values, the required bid bond, the required non-collusion statement, and any other required items or information required by this RFP, by the Schedule of Submissions described above, or by the Office of Contracts. Failure to submit the required documents with the Price Proposal may result in the proposal being non-responsive.

As required by the Project specifications or as directed by the Office of Contracts, but in no case more than seven (7) calendar days after selection, the apparent Best Value Selection shall furnish to the Office of Contracts all required submittals, properly executed on the forms provided by CTDOT, such as, but not limited to:

1. Small Business Enterprises documentation. (Due 7 days after the public bid opening).

2. Statement of Anticipated Source of Materials (four [4] copies) - A complete statement (in triplicate) of the origin and manufacture of any manufactured materials that are to be used in construction of the Project. If requested to do so by CTDOT, the Proposer will furnish to CTDOT samples of such materials at the Proposer's expense. Such samples may be tested by CTDOT in the ways provided for in the Contract in order to determine their quality and fitness for Project work.

3. Affirmative Action Plan Certification – Proposers must have an approved Affirmative Action Plan on file with the Office of Contract Compliance.

4. Certificate of Compliance with OSHA Standards (CGS Sec 31-57b).

5. Department of Motor Vehicles – Motor Carrier Review for State Contract Awards (not an actual submittal) – Please refer to the DMV website at www.ct.gov/dmv for important information about the process and the qualification requirements.

Failure by the Proposer to make all required submissions within the time designated by CTDOT, unless a time extension for same has been approved by CTDOT, will likewise be deemed a failure to satisfy the conditions for voiding of the Bid Bond required for all Price Proposals, and the Bid Bond would consequently be retained and used by CTDOT as specified in the Bid Bond.

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Charts or listings shall be submitted on forms either furnished by or approved by CTDOT. The schedule of progress or time charts will show the plan of construction and the proposed method of carrying out Project work, including a full statement of the equipment to be used for same. Such charts and listings may be used in further consideration of the Proposals as deemed necessary and appropriate by CTDOT, and may be used by CTDOT after Award of the Contract as a check on actual Project progress.

The Commissioner reserves the right to do any or all of the following without liability to the State: a) waive technical defects in Price Proposals as he or she may deem best for the interests of the State; b) reject any or all Proposals; c) cancel the award or execution of any Contract prior to the issuance of the "Notice to Proceed;" and d) re-advertise the Project Contract with this or a similar RFP and Contract Provisions.

Section 8.4 Rules for Award of Contracts if the Aggregate Amounts of the Bids for Which a Given Proposer Is the Apparent Best Value Selection on a Given Day Would Place That Proposer over Its Bidding Capacity

A Proposer may be issued and may submit Price Proposals for more than the contract to be opened on the same day, but any bids or Price Proposals that place the contractor in the position of exceeding its bidding capacity may be rejected. If the Proposer is found to be the apparent Best Value Selection for a contract, and its Price Proposal for that contract does not place the Proposer over its bidding capacity or project bid limit, the Proposer may be awarded that contract; but any and all subsequent bids opened on the same day that would place the Proposer in the position of exceeding its bidding capacity will be rejected. If a Proposer proves to be the apparent low bidder or Best Value Selection for more than one contract on a given day, but its capacity is adequate only for the award of one of the contracts, the Proposer shall not have the power to choose which contract to accept; the Proposer will be awarded the contract(s) in the order of bid or Price Proposal value, starting with the highest, to the lowest value, until the Proposer's bid capacity is insufficient to cover the "next" contract.

If a Proposer proves to be the apparent low bidder or Best Value Selection for more than one contract for which bids or Price Proposals are opened on a given day, and if that Proposer has sufficient bidding capacity to be awarded more than one of those contracts, but the Proposer believes that it will not have sufficient other resources to perform all of its obligations under more than one of those contracts, it may submit a written request to CTDOT, explaining its lack of adequate resources and asking to withdraw from consideration for the award of more than one of those contracts. The decision to grant or deny such a request will lie in the sole discretion of CTDOT, and such a request will not likely be granted, except under unusual circumstances of understandable mistake, improbable events, or other exceptional cause. The Proposer may not, in any event, choose which of the contracts it will enter into from that day's bidding; it must accept them in the order of bid value as stated above, until its available resources are insufficient to meet the obligations of the "succeeding" contract.

Section 8.5 Non-Collusion Affidavits

A statement of non-collusion on the form provided in Appendix A.00 (which complies with the requirements of Title 23, CFR Part 635.112) shall be completed with original signatures and returned with the submitted Price Proposal. Failure to complete and return this statement of non-collusion with the Price Proposal may result in rejection of the bid as nonresponsive.

If the subject Price Proposals is being submitted by a joint venture, a separate non-collusion statement must be submitted by each member of the joint venture.

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Section 8.6 Statement of Work under Contract

A Statement of work under Contract (included in Appendix A.00) required when submitting a Price Proposal must be submitted as a pre-selection requirement. In addition, the apparent Best Value Selection must submit an updated Part C to CTDOT within seven (7) days after the public bid opening, or as specified by the Office of Contracts.

The information about the outstanding work indicated in the Statement of Work under Contract must be the most recent that is available from the Proposer's record-keeping and accounting system, after the date of the public bid opening for the Contract that is pending award.

The Statement of Work under Contract must be an original, completed, notarized and signed by an individual authorized to sign legal documents and contracts on behalf of the bidder.

If the Commissioner deems that a Proposer's failure to provide timely and accurate information about its outstanding work was intentional on a contractor's part, and was designed to deceive CTDOT as to the Proposer's true bidding capacity or in some other respect, the Commissioner may deem that failure to be sufficient cause for finding the Proposer non-responsible if it should become the apparent low bidder or Best Value Selection for the Contract or any other CTDOT contract.

Failure to comply with these requirements may result in the entire Proposal being rejected as nonresponsive. In addition, if the Statement of Work under Contract submitted by the apparent Best Value Selection indicates that the apparent Best Value Selection has insufficient bidding capacity to be eligible for award of the Contract, and the Proposer is unable to provide a letter from a Surety Company that satisfies the requirements of this Section within the time specified by the Office of Contracts, the apparent Best Value Selection Proposal will be rejected as nonresponsive.

CTDOT reserves the right to determine whether or not a Proposer has sufficient bidding capacity, or capacity to complete the work under the Contract, as CTDOT may deem appropriate or in the best interests of the State, and reserves the right to request any additional information for the purpose of substantiating, supplementing, or clarifying the information in the Statement of Work under Contract.

Section 8.7 Bonding

Except when otherwise specified, no Proposal will be considered unless accompanied by a Proposal guaranty in the form of a bid bond from a surety company satisfactory to the Commissioner, on the form furnished by CTDOT, in an amount equal to *at least* thirty percent (30%) of the amount of the bid (round up the amount if necessary in order to meet this requirement), or unless the Proposer has on file in the Office of Contract an annual bid bond in the proper amount. If a Price Proposal is not accompanied by a properly completed bid bond that meets all CTDOT requirements for such, the Price Proposal may be rejected as nonresponsive.

<u>Bid Bonds and the United States Treasury Listing</u>

No bid bond will be accepted by CTDOT unless: (a) it is written by a bonding company that appears in the United States Department of the Treasury's current listing of sureties approved to issue bonding for federal construction projects, and (b) the bond is written for an amount that does not exceed the bonding company's underwriting limitation as stated in the current edition of said listing. Any Price Proposal that includes a bid bond not meeting these requirements will be rejected as nonresponsive.

<u>Annual Bid Bonds</u>

In lieu of submitting a bid bond for each individual contract project for which a Proposer bids, the Proposer may file with the Office of Contracts, on the form provided by CTDOT, an annual bid bond to

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cover any CTDOT contracts for which the Proposer becomes the apparent Best Value Selection or low bidder during the year covered by the bond. If the unused amount of an annual bid bond is insufficient to meet the bonding requirement for a given bid, the Proposer must submit with its Price Proposal a separate bid bond in the full amount required for that Price Proposal; the remaining portion of the annual bid bond may not be applied toward the bid bond requirement for the subject Proposal.

Defects in Bid Bonds

Any defect in a bid bond submitted with a Price Proposal may result in the rejection of the related Price Proposal. Any defect in the bid bond that CTDOT deems to be material will result in the automatic rejection of the entire Proposal. No such material defect may be cured once the bid is opened at the public bid opening, since the desired coverage must take effect at the moment that the bid is opened.

Reinsurance and Coinsurance

No reinsurance or comparable offering or arrangement will be accepted in connection with bid, payment or performance bonds. Neither will coinsurance be acceptable with respect to bid bonds. Coinsurance will be acceptable, however, for payment and performance bonds, subject to the following limitations:

a. For contracts with a bid price of less than ten million dollars ($10,000,000), no coinsurance will be accepted.

a. For contracts with a bid price of between ten million dollars ($10,000,000) and fifty million dollars ($50,000,000), a maximum of two (2) insurers may provide the bonding as coinsurers.

b. For contracts with a bid price of more than fifty million dollars ($50,000,000), a maximum of three (3) insurers may provide the bonding as coinsurers.

Proposed coinsurers must understand and agree that CTDOT will be entitled to hold all sureties that execute Payment and Performance Bonds as coinsurers jointly and severally liable for the entire obligation set forth by the bonds that they provide as coinsurers. Sureties will not be allowed to limit their individual obligations under such bonds to anything less than liability for the full amount of the bond/contract value.

Section 8.8 Rejection of Proposals or Proposers

Nonresponsive Proposals

The Commissioner may reject a Price Proposal as nonresponsive if, for instance:

a. the Proposer's project bid limit (determined by CTDOT), if any, is not greater than or equal to CTDOT's Engineer's estimate of the cost of the proposed Project work; or if the Proposer's bidding capacity (determined by CTDOT) is not equal to or greater than the estimated Project cost combined with the value of all other work which the Proposer has undertaken but not yet completed and for which the Proposer is the apparent low bidder or apparent Best Value Selection, but for which the Proposer has not yet been awarded a contract;

b. the Proposer has failed to file with CTDOT a current contractor's prequalification statement and request for proposal that comply with this RFP and the Contract Provisions;

c. the Proposer, since its last submittal of a contractor's prequalification statement to CTDOT, has failed to provide CTDOT with revised information required under the provisions of CTDOTs' Construction Contract Bidding and Award Manual within such time as may have been prescribed by CTDOT for that purpose;

d. the Proposer has failed in some other way to provide accurate information or documents as and when requested by CTDOT (if, however, CTDOT deems a failure of this kind to have been designed to conceal or falsify the truth of a pertinent matter, that failure may constitute cause for finding the bidder nonresponsible);

e. the bid bond or the non-collusion affidavit submitted with the Price Proposal is defective or incomplete;

f. the Proposer has not submitted to CTDOT an affirmative action plan which is currently acceptable to CTDOT;

g. the Proposer has altered the Price Proposal without the written consent of CTDOT to do so;

h. the Proposer has submitted a Price Proposal that in some way fails to make a full commitment to satisfy all requirements of the subject Contract, including all applicable plans and specifications (such failures would include, but is not limited to, any alteration by the Proposer of the terms of the Price Proposal, the submission of a defective or unenforceable bid bond, and the failure to provide pricing or other information required by CTDOT's bid proposal form).

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Nonresponsible Proposers

The Commissioner may reject an apparent Best Value Selection as nonresponsible if, for instance:

a. in the opinion of the Commissioner, the Proposer should not, for other reasons, be deemed to be qualified to receive an award of the pending Contract under applicable laws and regulations;

b. in the opinion of the Commissioner, the Proposer does not have a satisfactory record of compliance with federal, state and local laws and regulations, including, but not limited to, those pertaining to the environment, discrimination, affirmative action obligations, occupational safety and health standards, labor and employment, and the prompt payment of subcontractors and suppliers;

c. the Proposer, or one or more individuals among the Proposer's personnel, has been involved in acts of unethical business conduct, criminal conduct, or other wrongdoing;

d. the Proposer or an affiliate of the Proposer is currently suspended or debarred by a government entity from bidding for contracts in a jurisdiction within this state or in any other jurisdiction;

e. in the opinion of the Commissioner, the Proposer lacks the necessary and sufficient organization, experience, equipment, skilled employees or agents, or the ability to obtain such equipment or personnel in a timely manner, as would enable the Proposer to complete the Project in accordance with the Contract;

f. in the opinion of the Commissioner, the Proposer does not have a satisfactory record on one or more of its previous projects, with any owner, in regards to performance in accordance with Contract Provisions and/or cooperation with parties for or with whom it has worked. This pertains to projects that were inside or outside of the State of Connecticut, and those parties that were public or private entities;

g. in the opinion of the Commissioner, the Proposer lacks the financial strength, resources or liquidity necessary to prosecute and complete the Project in a timely and satisfactory manner;

h. in the opinion of the Commissioner, the Proposer lacks managers with the experience, knowledge, and good judgment in financial, business, and construction matters which the Commissioner deems necessary for ensuring the satisfactory and timely completion of the Project;

i. in the opinion of the Commissioner, the Proposer has made significant misrepresentations of fact to or about CTDOT; or

j. the Commissioner deems, in his sole discretion, that there is reason to doubt (a) that the Proposer will fulfill all requirements of the Contract and the relevant law; (b) that the Proposer has the financial, managerial, and other resources necessary to do so; or (c) that the Proposer will exhibit integrity, honesty, cooperativeness, professionalism, and skill in all dealings related to the performance of the Contract, and in all dealings that would arise from or relate to the Contract or the Project.

Section 8.9 Affidavits / Certifications / Affirmations (OPM Forms)

As a result of Public Act 11-229, the process in which CTDOT will receive Affidavits/Certifications/Ethics Affirmation Forms (OPM Forms), for the purpose of contract bidding and contract award, has been revised. The new law greatly simplifies the requirements and allows for the use of electronic Forms (PDFs). The following link will guide you to the revised OPM Forms:

http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=386312&opmNav_GID=1386

Under the new law, the Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and the Consulting Agreement Affidavit (OPM Form 5) will only have to be filed once and will be updated only if any information on the form changes. The Gift and Campaign Contribution Certification (OPM Form 1) and Nondiscrimination Certifications will be filed once per year, with any updates required upon changes to information. The Iran Certification (OPM Form 7) must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the price proposal regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

Updates are required within 30 days of any change. The Forms (with the exception of Form 7) are no longer contract specific, but are required to be filed (uploaded) with CTDOT of Administrative Services (DAS) online system (Biznet), prior to contract award and/or execution of any contract.

All Proposers must upload the applicable/required “Forms” to the DAS online system (Biznet). Please access the LINK to subscribe to Biznet and download the “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)”.

https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-BizNet-AccountS

Once the “Forms” are on file with the DAS online system (Biznet), the Proposer’s obligation is complete, until the need for revisions/updates and/or new annual submission as required by the specific Form.

Failure to update this forms pursuant to the conditions stated above may result in the entire proposal being found non-responsive and the contract being awarded to the second Best Value Selection. Copies of these forms are provided as part of Appendix A.00 of this RFP in the event an update is required.

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Section 8.10 Small Business Enterprises (SBE) Forms

CTDOT is committed to the effective implementation of the Small Business Enterprise (SBE) Program as defined in Section 4a-60g of the Connecticut General Statutes.

The Proposer shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract or concession opportunity. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract or in the administration of its SBE Programs or the requirements of Section 4a-60g of the Connecticut General Statutes. CTDOT shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of DOT-assisted contracts and concession opportunities. The pre-award requirements and forms are outlined in the SBE specification, which may be found in Appendix A.01 to the Technical Provisions.

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SECTION 9 – ESCROWED PROPOSAL DOCUMENTS

Section 9.1 Purpose and Scope of Escrowed Proposal Documents

The purpose of this Section is to preserve documents related to the selected Proposer's Proposal for possible later use in resolving any claims, extra work orders, or litigation between CTDOT and the Contractor that may arise out of the Contract or its performance. This provision is intended to create a spirit of cooperation and an atmosphere of transparency between CTDOT and the Contractor with respect to pricing matters and Contract disputes.

Escrowed Proposal Documents must include the Price Proposal and all related documentation, meaning any and all estimate calculations, quantity take-offs, material or subcontractor quotations, design assumptions, design constraints, or other pricing information used by the Proposer in order to estimate the cost of each detailed component of the Project work for purposes of formulating its Price Proposal. These should include itemized and detailed projections of crew costs, labor costs (for each individual or labor craft category), material costs, equipment costs, and the production rates anticipated, for each construction activity. The Proposal Documents must also include the Proposer's planned overhead costs, escalation costs, and estimated costs of work incidental to the Price Proposal items that are part of the Contract.

If the Proposer is not planning, at the time that it completes its Price Proposal, to itself perform a component of work, the escrowed Proposal Documents shall include related price quotations from proposed subcontractors broken down in a manner similar to the one described in the previous paragraph. It is understood that such subcontractors may not be in contractual privity with the Proposer at the time that its Price Proposal is completed. Nonetheless, the Proposer will be held responsible for the detailed proposed prices, estimates, and bases put forward in its Proposal Documents.

The Escrowed Proposal Documents must also include specific references to portions of manuals that have been consulted or used by the Proposer in formulating its Price Proposal, and its rationale for having done so. Such references should include the name and date of the manual and the name of its publisher, and the Proposer must describe the way in which it used the specific manual information (*e.g.*, line item for production rate or pricing information) in determining the cost or pricing of the operation or other Proposal component for which the Proposer was using that information.

The escrowed Proposal Documents need not include documents provided or created by CTDOT.

Section 9.2 Format and Content of Escrowed Proposal Documents

The Proposer may submit Proposal Documents for escrow in its usual cost estimation format, provided that all information contained therein is legible, clearly presented, and plainly comprehensible. It is not the purpose of this provision to cause the Proposer extra work during the preparation of the Price Proposal, but to ensure that the escrowed Proposal Documents will be adequate to enable CTDOT personnel to understand them completely and interpret them properly if it should be necessary to consult them in order to make use of them in the intended ways described above. The Proposal Documents for escrow may also be provided on USB flash drives, provided that a printed hardcopy of the Proposal Documents for escrow is also submitted with the flash drive(s). The Proposal Documents for escrow must include an index that describes in a general fashion the organization of the documents that have been included. The Proposal Documents for escrow need to be grouped in a reasonable way so that the cost data and supporting information are readily available to any CTDOT representative.

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Section 9.3 Submission by Proposer of Proposal Documents for Escrow

A minimum of five (5) business days prior to the scheduled award date, the Proposer shall submit as and when described below at least one (1) legible hard copy of all Proposal Documents, including, but not limited to, copies of electronic files generated in preparation of the Proposer's Price Proposal. The Proposal Documents shall then be delivered by a representative of CTDOT and a representative from the selected Proposer together to an independent escrow agent, as described in more detail below.

Prior to its submission of its Proposal Documents to CTDOT, the Proposer shall obtain from CTDOT a copy of the Proposal Documents Escrow Agreement (Escrow Agreement) that CTDOT will make available to all Proposers (the form for which is included in Appendix A.00 hereof). The Proposer must have the Escrow Agreement completed by individuals with the legal authority to do so on behalf of the Proposer. The Escrow Agreement, which shall bind the Proposer to the terms of this Section will serve to certify, as stated here, among other things, that the Proposal Documents submitted by the Proposer contain all of the information used by the Proposer in preparing its Price Proposal, and that no other Price Proposal preparation information shall be considered by any court, arbitrator, mediator or other arbiter in resolving disputes or claims between CTDOT and the Contractor. The Escrow Agreement will also serve to certify, as stated here, that nothing in the Proposal Documents may be deemed to change or modify the terms or conditions of the Contract. In the event that the Proposer omits any information or documents required by Section 9.1 above, the Proposer shall be deemed to have forfeited and waived its right to use that information in any claim or payment dispute, as well as any right it might otherwise have had to make a claim based in whole or in part on such omitted information or documents.

CTDOT will choose an escrow agent (Escrow Agent) with which the Proposer and CTDOT will meet to deposit the Proposal Documents. In the event that the selected Escrow Agent resigns or goes out of business, CTDOT will select another Escrow Agent that meets the requirements of the previous Escrow Agent and afford the Contractor an opportunity to be present when the transfer of the Proposal Documents to the new Escrow Agent takes place.

The Proposer shall contact the Manager of Contracts a minimum of two (2) business days prior to the anticipated delivery of the Proposal Documents in order to coordinate the transfer of the documents. A representative of the Proposer and a representative of CTDOT shall meet at the office of the Escrow Agent and shall deposit the Proposal Documents with the Escrow Agent, along with the Proposer's Proposal Documents Assembly Certification ("Certification") (the form for which is included in Appendix A.00 hereof). The Proposer's representative at that time shall give a fully and properly executed original of said Certification to both CTDOT representative and the Escrow Agent. The Proposer will then receive a copy of a Proposal Documents Delivery Certification from CTDOT representative, co-signed by Proposer and CTDOT representatives to attest to the delivery, at the time of delivery, to the Escrow Agent.

Section 9.4 Confidentiality of Escrowed Proposal Documents

CTDOT will prevent the disclosure of the contents of the escrowed Proposal Documents to third parties to the extent that it may practicably and legally do so.

Section 9.5 Payment of Costs for Gathering and Preparation of Proposal Documents for Escrow

CTDOT will make no separate payment to the Proposer for its work and expenses in compiling, reproducing, verifying and delivering to CTDOT the Proposal Documents for escrow.

CTDOT will pay the storage and escrow charges of the Escrow Agent.

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Section 9.6 Period for Which Documents Will Remain in Escrow

With respect to the Contractor, the Proposal Documents will be kept in escrow for the life of the Contract and Project and for any period during which the Proposer or Contractor is allowed by law to file or prosecute a claim of any kind against CTDOT. If such a claim is filed, pressed or prosecuted by the Proposer or Contractor, or by CTDOT, the Proposer's Proposal Documents will be kept in escrow or, if any of them prove to be relevant to such a claim, or useful to CTDOT in the evaluation or defense against such a claim, they will be kept either in escrow or by CTDOT until such time as each such claim is entirely and finally resolved, by whatever means (whether by agreement of the parties, court order, expiration of applicable limitations periods, or other means).

Section 9.7 Restrictions on Examination and Copying of Escrowed Proposal Documents

CTDOT may examine or copy escrowed Proposal Documents at any time that it finds it useful to do so, in CTDOT's sole judgment, for the purposes described in Section 9.1 herein, provided that it sends to the Proposer written or email notice of (1) its intention to do so, (2) its reason(s) for doing so, (3) its purpose(s) in doing so, and (4) the material that it intends to examine or copy, at least forty-eight (48) hours in advance of the time that it conducts such examination, informing the Proposer of the date and time when it will do so, and giving the Proposer the opportunity to have a representative present during the examination or copying. The legitimate reasons for CTDOT's examining escrowed Proposal Documents shall include, but not be limited to, (1) determining the costs carried in the Proposer's Price Proposal for specific items of work, (2) negotiating price adjustments or orders for extra work during the course of the Project, and (3) evaluating, defending against, or attempting to settle formal or informal claims by the Contractor against CTDOT for additional compensation or for other legal relief or remedies. The one type of instance in which CTDOT need not give the Proposer or Contractor the advance notice described above before examining or copying escrowed Proposal Documents is a case in which CTDOT has reason to believe that the Proposer or Contractor has committed criminal fraud or some other crime and in which CTDOT or an enforcement agency is seeking to examine or copy escrowed Proposal Documents in order to investigate or prove the suspected crime. No escrowed Proposal Documents irrelevant to the broad purposes stated in this Section and Section 6.1 hereof may be examined or copied by CTDOT.

If a third-party arbiter with lawful jurisdiction over the matter should later determine that such examination or copying by CTDOT was not for legitimate purposes described in this Section, the arbiter may bar CTDOT from using the pertinent escrowed Proposal Documents or their content against the Contractor in a formal dispute.

CTDOT agrees to notify the Proposer by postal mail and email of its receipt of any request from a third party (such as a Freedom of Information Act request) to examine, copy, or obtain copies of any of the Proposer's escrowed Proposal Documents as soon as is practicable after CTDOT's receipt of the request. While CTDOT will take the position that the escrowed Proposal Documents should be kept confidential and not disclosed, it will not be obligated to litigate or pursue that issue in formal proceedings of any kind, although it will not prevent the Proposer from doing so itself if it so chooses.

Section 9.8 Termination of Escrow and Final Disposition of Escrowed Proposal Documents

CTDOT will promptly authorize the return of the escrowed Proposal Documents to the Contractor by the Escrow Agent when all of the following have occurred: the Contract work (including all extra and remedial work) has been completed; all disputes with or claims against or by CTDOT under the Contract or regarding the Project have been finally and conclusively resolved or legally barred; or, if no such disputes or claims exist, final payment to the Contractor under the Contract has been made and accepted. If these events occur, or if and when CTDOT decides not to execute the Contract with the Proposer at some time after the public Price Proposal opening, then CTDOT will give the Escrow Agent a letter of instruction directing the immediate return of the escrowed Proposal Documents to the Proposer.

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SECTION 10 – REQUIREMENTS FOR EXECUTION, WITHDRAWAL OR PROTEST OF THE CONTRACT

Section 10.1 Payment and Performance Bonds

The Proposer that receives a written award of the Contract from CTDOT must, at or before the time set by CTDOT for execution of the Contract, deposit with the Contracts Office a bond for the satisfactory performance and completion of the Project work and a bond (as required by Connecticut General Statutes § 49-41) for the payment of debts pertaining to materials, rental of equipment, and labor used in its performance under the Contract. These bonds shall each be in an amount equal to the amount of the total Contract price of the Contract signed by the Proposer. The amount of each such bond must be within the underwriting limitation established by the United States Department of the Treasury for bonds written by the surety that wrote the bond.

The forms of the bonds shall be those provided by CTDOT. The surety providing each one of them must be a corporate surety that is licensed to sign surety bonds in the State of Connecticut and that is satisfactory to the Commissioner. The Contractor must treat the costs of these bonds as general costs of the Project, and the State shall not reimburse the Contractor for the cost of them under any Contract item.

Section 10.2 Failure to Execute Contract

Unless CTDOT and the apparent Best Value Selection have agreed upon an extension of time to execute the Contract, any apparent Best Value Selection that fails to furnish the required submittals listed below or elsewhere in this RFP, or who fails to execute the Contract within the time specified by CTDOT after the Contract's award, shall forfeit its claim to the Contract; and its Bid Bond shall be retained and called by CTDOT as specified in the Bid Bond. CTDOT shall provide ten (10) calendar days prior written notice of the Contract execution date whenever possible.

Submittals required for Contract execution:

1. Performance and Payment Bonds
2. Certification of Insurance (ACORD Form)
3. Certification of Authority
4. Non-Discrimination Certification

Section 10.3 Withdrawals of Contracts or Projects

As Proposers should understand, CTDOT will also not award the Contract to an apparent Best Value Selection in those cases in which CTDOT decides to reject all Proposals and solicit new Proposals for the Contract, or else to withdraw the Project with no current plans to re-advertise it.

Possible reasons for withdrawing a Project include, but are not limited to: losses of anticipated Project funding, failure to obtain a necessary permit prior to bid or Contract award, discovery of a mistake in estimated bid quantities or a defect in Project design, pre-bid or pre-award design changes that significantly change the Project, failure by CTDOT to include a necessary Contract item in the bid proposal form, elimination of the first two or three apparent Best Value Selections, failure to receive a Price Proposal for a Price within the available funding limits, or failure to receive enough Proposals to assure CTDOT that it has received a competitive or reasonable Proposal. In cases of such withdrawals for the best interests of the State or for purposes of maintaining the integrity of the bidding process, complaining Proposers may or may not be afforded a meeting with CTDOT representatives to discuss CTDOT's decision.

In some instances, events may have occurred that delayed the award of the Contract so long that it would not make economic sense for CTDOT to award the Contract; *i.e.*, to do so would almost certainly

result eventually in the Proposer's filing a claim against CTDOT for substantial delay damages. Such a situation may arise, for instance, because CTDOT has had unexpected difficulty in obtaining a permit necessary for the Project. In such instances, as an alternative to its withdrawing and re-advertising the Project Contract, CTDOT may offer a responsible apparent Best Value Selection the opportunity to sign an agreement waiving all possible claims that might be based in part on the delay of the Contract signing.

Section 10.4 Submission and Review of Complaints Regarding Bidding or Awards

Connecticut law does not require CTDOT to provide for bid protests concerning its contract bid and award decisions, and the following does not establish any formal or enforceable right on the part of Proposers to hearings on or appeals from CTDOT's bid and award decisions. Nonetheless, CTDOT is concerned that all such decisions be made on a sound, fair, and consistent basis. CTDOT gives, and will continue to give, serious consideration to all complaints from Proposers concerning construction contract bids and awards. As most Proposers know, the following describes CTDOT's longstanding practice regarding such complaints.

Any complaints regarding bids or proposed awards should be addressed in writing to the Transportation Manager of Contracts, Contracts Section, 2800 Berlin Turnpike, Newington CT 06111. Such complaints must identify the pertinent project contract, and must state clearly and fully the nature of the complaint, all reasons for the complaint, and any action or remedy sought by the complainant.

Bids are reviewed initially by the staff of CTDOT's Office of Contracts. Any decision to reject a bid as nonresponsive will be reviewed, in addition, by the Office of Contracts. If the Office of Contracts affirms such a decision, it will send (by mail and facsimile transmission) a letter to the complaining Proposer, informing it that its bid has been rejected, and explaining the reason(s) for said rejection.

If the Proposer wishes to persuade CTDOT that its Proposal ought not to be rejected, or wishes to discuss related matters with CTDOT representatives, the Proposer must, within five (5) business days following the issuance of CTDOT's rejection letter, send to the Office of Contracts (by mail and facsimile transmission) a letter stating (1) the Proposer's reasons, if any, for believing that its Proposal ought not to be rejected; (2) any questions that the Proposer wants to pose to CTDOT representatives regarding the matter; and (3) the Proposer's request, if any, for a meeting with CTDOT representatives to discuss the matter. Following receipt of such a letter, the contents of the letter will be examined and considered by the Director of the Division of Contract Administration, or some higher CTDOT official.

CTDOT will then either (1) respond in writing to the complainant's letter, affirming or elaborating upon CTDOT's initial decision, or modifying or reversing that decision, with an explanation of the reason(s) for doing so; or (2) offer the complainant a meeting with CTDOT representatives at CTDOT headquarters in Newington, at a specified time on a specified date. The complainant may bring legal counsel to such meeting. At such meeting, the complainant may make to CTDOT officials whatever presentation it reasonably deems appropriate, and the complainant should submit to CTDOT correspondent, in advance, of such a meeting, copies of any documents that it wants CTDOT to consider in reviewing pertinent matters or requests.

An apparent Best Value Selection may also be denied award of the subject Contract if the Commissioner deems the Proposer unqualified or otherwise nonresponsible as the potential Contractor under the Contract. Causes for a finding of nonresponsibility may include, but shall not be limited to, those described in Section 8 hereof.

In any instance in which CTDOT representatives believe that there is reason to be concerned about the responsibility of an apparent Best Value Selection, one or more internal meetings to inquire into and discuss the causes for that concern will be held among officials from CTDOT's Bureau of Finance and Administration, and other affected CTDOT bureaus or divisions. If the consensus of those in attendance is that there is good cause for such concern, a letter will be sent to the Proposer by the Bureau Chief (the

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"Bureau Chief") of the Bureau of Finance and Administration, identifying the subject Contract, stating the nature and cause of CTDOT's concerns, and inviting the Proposer to a meeting ("non-responsibility meeting") with CTDOT representatives. If the Proposer wishes to persuade CTDOT that the Commissioner should not deem it nonresponsible, or wishes to question CTDOT officials as to what the Proposer needs to do in order to avoid being found nonresponsible as the apparent lowest bidder or Best Value Selection for any future CTDOT contracts, the Proposer should accept and respond to the invitation in the manner prescribed in the Bureau Chief's letter.

Such a nonresponsibility meeting will be presided over by the Bureau Chief or by the Bureau Chief's delegate, and will be attended by other CTDOT officials or employees involved with the causes for concern. Officials or employees from the Proposer who have knowledge of matters related directly to CTDOT's concerns must attend the meeting. The Proposer may also be represented at the meeting by any other individuals of its choosing, including legal counsel. (Depending on the circumstances, the Bureau Chief may decide that more than one such meeting is necessary or appropriate.)

Subsequent to such meeting, the Bureau Chief, in consultation with other CTDOT representatives, will make a decision as to whether or not to recommend to the Commissioner that the Proposer should be deemed nonresponsible. If the Bureau Chief recommends such a finding, he or she will transmit to the Commissioner a memorandum setting forth the recommendation and specifying the reasons and support for that recommendation. The Commissioner will then review the recommendation and findings with other CTDOT officials, and will inform the Proposer of the Commissioner's decision by letter, either adopting the Bureau Chief's memorandum of recommendation and findings (which, in such case, shall be attached to the Commissioner's letter), or directing the Bureau Chief to continue the process of awarding the subject Contract to the Proposer.

If (1) the causes for CTDOT's concern regarding the Proposer's responsibility have been the subject of prior meetings or correspondence between CTDOT and the Proposer, (2) the Commissioner deems that the Proposer has already had ample notice of those concerns and an ample opportunity to be heard in that connection, and (3) time constraints (such as those imposed by funding deadlines, public safety hazards, or scheduling sequences) make it impracticable to hold a nonresponsibility meeting of the kind described above, CTDOT may choose not to hold such a nonresponsibility meeting with representatives of the Proposer before the Bureau Chief recommends a finding to the Commissioner.

If a Proposer for the Contract, although it was not itself an apparent lowest bidder or Best Value Selection for that Contract, desires to pursue a complaint about CTDOT's decision not to reject another Proposer's bid or proposal as nonresponsive, or not to find another Proposer nonresponsible as the apparent low bidder or Best Value Selection for that Contract, the complaining Proposer should follow the same procedures described above for the complaints of apparent low bidders or Best Value Selections that are refused an award.

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