

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT
for
STATEWIDE PIPE REPLACEMENTS

State Contract T201607002

Federal Aid Contract EBROS-2016(26)

REQUEST FOR QUALIFICATIONS
- INSTRUCTIONS TO PROPOSERS -

Advertisement Date: October 31, 2016

**A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE
DeIDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DELAWARE 19901 AT:
10:00 A.M. on NOVEMBER 15, 2016**

**Responses must be delivered to the Delaware Department of Transportation, Administration Building,
800 Bay Road, Dover, Delaware, 19901 Attention: Contract Administration, by dates shown in Section 1.5**



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1.0 INTRODUCTION

This Request for Proposals (RFP) is issued by the Delaware Department of Transportation (Department) to seek competitive Proposals for the design and construction of corrugated metal pipe culvert replacements at thirty-one (31) sites located throughout the state.

The project is anticipated to include placement of culvert pipes, paving, grading, storm water management, drainage, erosion and sediment control, maintenance of stream flow, maintenance of traffic, signing, pavement markings, utility relocation, right-of-way and/or easement acquisitions and environmental permit coordination.

It is the Department's intent for the Design-Build team to complete all thirty-one sites. However, the Department reserves the right to delete any location at its discretion.

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

See also [ITP Part 1 - Appendix A](#) for the Design-Build Agreement.

[ITP Appendix E](#) contains a complete list of Abbreviations and Definitions of specific terms referenced throughout this Request for Proposal (RFP).

1.1 PROJECT GOALS

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

- Provide high quality, innovative, and cost efficient design and construction;
- Improve existing pipe culvert crossings by replacing severely corroded corrugated metal pipe culverts;
- Provide culvert hydraulic capacity to meet current design standards;
- Minimize the duration of construction;
- Minimize impacts to traffic during construction;
- Minimize impacts to Utilities;
- Minimize impacts to adjacent property;
- Protect the environment through appropriate application of erosion and sediment controls, hydraulic design and stream stabilization techniques; and
- Utilize D-B team's knowledge and experience to minimize the Department's involvement in the project development and construction processes.

1.2 THE PROPOSAL

1.2.1 Documents in the RFP

The documents issued as part of this RFP consist of the following:

- A) Instructions to Proposers;
- B) Contract Documents Parts 1 through 5, inclusive;
- C) Reference Documents; and
- D) Additional documents issued by Addenda to this RFP.



1.2.2 Technical Proposal

The Technical Proposal, consisting of the Technical Proposal and the Supplemental Selection Information requested in [ITP Appendix A](#), shall be submitted as specified therein.

1.2.3 Lump Sum Price Proposal

The Lump Sum Price Proposal and any Supplemental Pricing Information requested in [ITP Appendix B](#) shall be submitted as specified therein.

1.2.4 Inclusion in Contract

Only that portion of the Technical Proposal information identified in Section A1.0 of [ITP Appendix A](#) and the Lump Sum Price Proposal and Supplemental Pricing Information identified in [ITP Appendix B](#) submitted by the successful Proposer will be included with and bound into the Contract as Part 5 - Proposal Information at execution. The Executive Summary, Summary Statement, and information submitted in Appendix A of the Technical Proposal, as specified in [ITP Appendix A](#), are for evaluation purposes only and will not be included as part of the Contract Documents.

1.2.5 Required Forms

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

1.2.6 Language in Proposal

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

1.2.7 Property of the Department

All documents submitted by the Proposer in response to this RFP will become the property of the Department except for any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with [Section 2.6](#). Documents will not be returned to the Proposer except as specified in [Sections 2.6 and 3.4.3](#).

1.2.8 Errors

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



1.3 IMPROPER CONDUCT

1.3.1 Prohibited Activities

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

1.3.2 Proposal Certification Form

The Proposer shall provide as part of the supporting information the Proposal Certification Form ([ITP Appendix C](#)). See also [ITP Appendix A](#).

1.4 LANGUAGE REQUIREMENT

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

1.5 PROPOSAL SCHEDULE

1.5.1 Anticipated Schedule

The schedule is subject to change at the discretion of the Department. The following is the anticipated schedule:

Activity	Due Date
Issue Request For Proposals	October 31, 2016
Pre-Proposal Meeting with interested teams (mandatory)	November 15, 2016 10:00 A.M.
Individual Team Meetings (as requested by teams)	Week of December 12-16, 2016
Last Day to Submit Questions	January 3, 2017
Final Technical Proposal Due Date	January 10, 2017 2:00 P.M.
Final Cost Proposal Due Date	January 31, 2017 2:00 P.M.
Price Proposal Opening and Notice to Apparent Successful Proposer	February 2017
Award (on or about)	February 2017
Final Execution (on or about)	March 2017
Issue Notice-to-Proceed (on or about)	April 2017



1.5.2 Technical and Price Proposal Due Date

The completed Technical and Price Proposals shall be delivered to the address specified below, no later than 2:00 p.m. (Local Time), on the dates specified in [Section 1.5.1](#):

Delaware Department of Transportation
Attention: Contract Administration
800 S. Bay Road
Dover, DE 19901
RE: DESIGN-BUILD BID

Each Proposer shall be responsible for obtaining a written receipt from the Department at time of delivery of its Proposal. *It is the Proposer's sole responsibility to ensure delivery of its Proposal to the Department at the time and place specified above.*

1.6 INSURANCE

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

1.7 INELIGIBLE FIRMS

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

The following firms cannot participate as a member of a Submitter or Proposer team, as they are assisting the Department with the RFP and related services:

McCormick Taylor, Inc.
Century Engineering, Inc.

1.8 SCOPE OF WORK

Refer to [Contract Documents Part 1](#) for a description of the scope of the Work.

1.9 CONTRACT NUMBERS

The thirty-one locations in this RFP are being administered as one project. The locations are eligible for different federal funding types, so due to internal accounting reasons, the project is broken up into two contracts with two state and federal contract numbers: T201607002/EBROS-2016(26) and T201707002/EBROS-2016(44). For this RFP, wherever "T201607002" and "EBROS-2016(26)" are listed, it is assumed that the other contract is included.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The intent of the Department is to award the Contract to the qualified Proposer with the highest Total Score.



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

2.2 REQUEST FOR PROPOSAL DOCUMENTS AND INFORMATION

The RFP and other information may be obtained by Proposers from the person designated as the Department point of contact in [Section 2.2.1](#). The Department will provide electronic access to the RFP to each of the Proposers.

2.2.1 Delaware Department of Transportation Designated Point of Contact

The Department will only consider questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted in writing. All such requests must be submitted via E-mail in the format shown on Form CF (see [ITP Appendix C](#)) and E-mailed to:

DOT-ask@state.de.us.

Enter “CMP-DB” on the subject line and send no later than the date specified in [Section 1.5.1](#). Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other Department office, consultant, or employee will be considered. All responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.

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

Questions received by the date and time specified in [Section 1.5.1](#) will be considered by the Department. Proposers will be provided responses to select questions that will be available at the site where the RFP documents are located. The final Questions and Answers document will be posted no later than the date shown in [Section 1.5.1](#).

It is the responsibility of the Submitter to check the above Webpage often for Addendums, Questions and Answers, and other information concerning this solicitation.

All Questions and Answers posted by the Department on the Project’s solicitation webpage are included by reference and become part of this RFP.

If you feel you are having trouble sending or receiving communications, or are a Proposer that does not have access to the internet, you may contact the Department’s designated representative:

Jim Hoagland, Contract Services Administrator
jim.hoagland@state.de.us
302-760-2036

2.2.2 Rules of Contact

The following rules of contact shall apply during Contract procurement for the Project, commencing on the RFP advertisement date and concluding with execution of the Contract. Contact includes face-to-face, telephone, facsimile, Electronic-mail (E-mail), text message, or formal written communications.



The rules are designed to promote a fair, unbiased, legally defensible procurement process. The Department's Contract Administration Section is the single source of information regarding the Contract procurement. The rules are as follows:

- A) A Proposer or any of its team members shall not communicate with another Proposer or its team members with regard to this RFP or either Proposer's Proposal, except that Subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during Department sponsored informational meetings;
- B) The Proposers shall correspond with the Department regarding this RFP only through the Department's and Proposer's designated representatives;
- C) The Proposers shall not contact Department employees, including, department heads; Primary Evaluation Committee, or Technical Review Committee; and any official who will participate in the decision to Award the Contract regarding the Project except through the process identified above;
- D) The Proposers shall not contact ineligible firms listed in [Section 1.7](#) regarding the Project;
- E) Any communications determined to be improper, at the sole discretion of the Department, may result in disqualification;
- F) Any official information regarding the Project will be disseminated from the Department's designated representative identified in [Section 2.2.1](#). Any official correspondence will be in writing and signed by the Department's designated representative; and
- G) The Department will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The Department reserves the right to issue Addenda at any time during the period of the procurement up to 7 calendar days prior to the Final Technical Proposal submittal date, by posting on-line at <http://www.bids.delaware.gov>. Persons or firms that obtain the RFP from sources other than those described in the RFP bear the sole responsibility for obtaining any Addenda issued by the Department for the Project.

2.3.2 Correspondence and Information

The Proposer shall note that no correspondence or information from the Department or anyone representing the Department regarding the RFP or the Proposal process in general shall have any effect unless it is in compliance with [Section 2.2.2](#).

2.3.3 Responses to Questions

Each Proposer is responsible for reviewing the RFP prior to the dates specified for submission of questions in [Section 1.5.1](#) and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such request must be submitted in accordance with [Section 2.2.1](#). The Department will provide written responses to questions received from Proposers as



specified above. Responses to Technical Concept questions will not be considered part of the Contract but may be relevant in interpreting the Contract.

2.4 TECHNICAL CONCEPT REVIEW

There will be no formal Technical Concept Review submission. Each Proposer may discuss their proposed engineering solutions, construction solutions, or design and/or construction management with the Department on the date specified in [Section 1.5.1](#) and as outlined in [Section 4.1](#). Questions or clarifications regarding the procurement process and procedures or related to contractual language not specific to a proposed engineering solution, construction solution, or design and/or construction management shall be submitted through the standard question and response process set forth in [Section 2.2.1](#).

2.5 COMPLIANT PROPOSAL

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

Each Proposal must be submitted in the official format, which is specified by the Department. The Proposer shall sign each copy of the Proposal submitted to the Department.

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

- A) If the Proposal is submitted on a form other than that furnished or specified by the Department; if it is not properly signed; if the [Proposal Certification](#) (see [ITP Appendix C](#)) is altered except as contemplated hereby; or if any part thereof is deleted from the Proposal package;
- B) If the Proposal or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the RFP or contains unauthorized additions, conditional or alternate Proposals, or other irregularities of any kind, and if the Department determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- C) If the Proposer adds any provisions reserving the right to accept or reject an Award or to enter into a Contract following award;
- D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Security (see [ITP Appendix C](#)) is not provided, and/or if requested information deemed material by the Department is not provided; and
- E) If for any other reason the Delaware Department of Transportation determines the Proposal to be non-compliant.

2.6 NON-PUBLIC PROCESS

The Department will maintain a process that ensures confidentiality for the duration of this procurement. The Department may require each Proposer to furnish sufficient information that shall indicate the financial and other capacities of the Proposer to perform the proposed Work. This information shall be subject to audit and shall be submitted by the Proposer in a format clearly marked CONFIDENTIAL, and the information contained therein shall be treated as confidential. If later requested under the Delaware Freedom of Information Act (FOIA), 29 Del. C §10002, the information will be reviewed to determine if such material is exempt under FOIA. The Department will inform the Proposer(s) if there is such a request.



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

- A) Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION" and identifying each section and page, which has been so marked. Design related information may not be classified as "Trade Secret";
- B) Include a statement with its Proposal justifying the Proposer's determination that certain records are proprietary or trade secret information according to Delaware's Freedom of Information Act for each record so defined; (<http://regulations.delaware.gov/AdminCode/title2/2000/2100/2101.shtml>)
- C) Submit one copy of the Proposal that has all the proprietary or trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy"; and
- D) Defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the Department and the State of Delaware and its agents and employees from any judgments awarded against the Department and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the Department's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in possession of the State.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are proprietary or trade secret information. Any records marked as proprietary or trade secret information by a Proposer in its Proposal will be returned to the unsuccessful Proposers after the execution of the Contract with the Design-Builder. The records marked proprietary or trade secret information by the successful Proposer in its Proposal will remain confidential and will be returned to the Design-Builder upon Final Acceptance of the Project.

2.7 PROPOSAL INFORMATION

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

2.8 SUBMISSION OF PROPOSALS

2.8.1 Submission of a Proposal

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

- A) The Technical Proposal, which includes the Supplemental Selection Information, shall be in a sealed container(s) clearly marked as "Technical Proposal – CMP Culvert Replacement (Statewide)." (See [ITP Appendix A](#).) The Price Proposal shall be sealed within a separate container and clearly marked as "Price Proposal – CMP Culvert Replacement (Statewide)". The Proposal, consisting of the Technical Proposal and Price Proposal shall be delivered to the designated representative at the address identified in [Section 1.5.2](#);
- B) The State Project Number T201607002, and the fact that this is a Proposal for the Design-Build Statewide Pipe Replacements project shall be clearly shown on the cover of the



containers. The name and address of the Proposer shall be clearly marked on the outside of the containers;

- C) When sent by United States Postal Service (USPS) or private carrier [e.g., Federal Express (FedEx) or United Parcel Service (UPS)], the sealed containers shall be sent in accordance with this ITP to the Department at the address of and in care of the designated representative specified in [Section 2.2.1](#) and shall be received by such designated representative no later than the time specified in [Section 1.5.1](#). In the alternative, a Proposal may be hand-delivered by the Proposer prior to the specified time on the Proposal due date to the designated representative identified in [Section 2.2.1](#); and
- D) Where certified copies are required, the Proposer shall stamp the document or cover with the words "Certified True Copy" and have the stamp oversigned by the Proposer's designated point of contact.

2.8.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing to the person specified in [Section 2.2.1](#) prior to the time on the Proposal due date identified in [Section 1.5.1](#). The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so the Department can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms as described in [ITP Appendices A and B](#). Line item changes will not be accepted. The Department will not consider telegraphic, facsimile, or other electronically transmitted modifications as modifications.

2.8.3 Withdrawal of a Proposal

A Proposer may withdraw its Proposal only by a written and signed request that is received by the person specified in [Section 2.2.1](#) prior to the Proposal due date identified in [Section 1.5.1](#) and time specified in [Section 1.5.2](#). Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the time designated in [Section 1.5.2](#) on the Proposal due date identified in [Section 1.5.1](#). The Proposer agrees that its Proposal will remain valid for sixty (60) calendar days following the Proposal due date identified in [Section 1.5.1](#). In the event a Proposer withdraws all or any part of its Proposal within sixty (60) calendar days following the Proposal due date identified in [Section 1.5.1](#) without written consent of the Department, the Proposer shall forfeit its Proposal Security.

2.8.4 Public Opening of Price Proposals

Technical and Price Proposals shall be submitted by the dates listed in [Section 1.5.1](#). After review and scoring of the Technical Proposal, the Price Proposal will be opened publicly at 2:00 P.M. local time in the Bidder's Room (A1.02.01) in the Department's Transportation Administration Center located at 800 Bay Road, Dover, Delaware. Each Price Proposal will be assigned a point value (or score) in accordance with [Section 6.1.3](#). The apparent successful Proposer will be determined as the Proposer with the highest Total Score.

2.8.5 Late Proposals

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



2.9 EXAMINATION OF THE RFP AND WORK SITES

The Proposer shall carefully examine the sites of the proposed Work, including staging areas and access to the sites, and the complete RFP, including Reference Documents, before submitting a Proposal.

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

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

3.0 PROPOSAL REQUIREMENTS

3.1 LEGAL AUTHORITY

3.1.1 Opinion of Counsel

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

3.1.2 Contract Execution

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

3.1.3 Licensing Requirements

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

3.2 CURRENCY

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

3.3 PROPOSAL SECURITY

3.3.1 Requirements

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



3.3.2 Return of Proposal Security

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

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

3.3.3 Surety Requirements

Any Proposal Security provided in accordance with this [Section 3.3](#) shall be issued by a Surety listed on the United States (US) Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. No surety or insurance company shall write a Proposal Security which is in excess of the amount indicated as approved for it by the US Department of the Treasury Financial Management Service list of approved bonding companies. In addition, any insurance company not on the US Department of Treasury Financial Management Service list of approved bonding companies shall write Proposal Securities exceeding ten percent of the policyholder's surplus as shown in the A.M. Best's Key Rating Guide. In addition, any Proposal Security written for the Project shall be written by a surety or insurance company that is currently licensed to do business in the State of Delaware.

3.3.4 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any and all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 120 calendar days subsequent to the Proposal due date identified in [Section 1.5.1](#) without written consent of the Department.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 60 calendar days after the Proposal due date identified in [Section 1.5.1](#) without the consent of the Department; should refuse or be unable to enter into the Contract; should refuse or be unable to furnish adequate and acceptable performance and payment bonds; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish the Proposal Information (see [ITP Appendix A](#)) or all Pricing Information specified (see [ITP Appendix B](#)), it shall forfeit its Proposal Security.

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



3.4 SIGNATURES REQUIRED

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

3.5 NUMBERS OF DOCUMENTS

3.5.1 Executive Summary

Eight copies of the Executive Summary shall be provided.

3.5.2 Proposal Security

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

3.5.3 Technical Proposal

One original and seven certified copies of the Technical Proposal, including the Supplemental Selection Information, (see [ITP Appendix A](#)) shall be provided for each submission.

3.5.4 Lump Sum Price Proposal

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

3.5.5 Cost of Preparing Proposal

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, shall be borne by the Proposer.

3.5.6 Obligation to Award

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

3.5.7 Additional Submittals Prior to Contract Execution

In addition to the copies submitted pursuant to [Sections 3.5.3 and 3.5.4](#), the selected Proposer shall submit one original and three certified copies of the Technical Proposal (excluding Supplemental Selection Information) (see [ITP Appendix A](#)) and the Lump Sum Price Proposal (including Supplemental Pricing Information) (see [ITP Appendix B](#)) to the Department prior to execution for inclusion in the Contract.

3.6 RESOURCE AVAILABILITY

The Department is concerned that the resources in terms of people, equipment, Material, and supplies planned to be used on the Contract (if awarded to the Proposer) be available and not also be



committed to other projects. The Proposer shall affirmatively state that, if the Proposer is awarded the Contract, the resources shown or indicated in the Proposal will be available, to the extent within Proposer's control. The Proposer shall affirmatively commit to undertake all reasonable efforts to provide all the key personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities. Proposer's statement regarding availability of personnel shall also include design personnel. See Form CR, [ITP Appendix C](#).

4.0 PRE-PROPOSAL MEETINGS

4.1 INFORMATIONAL MEETINGS

4.1.1 Pre-Proposal Workshop (Mandatory)

The Department will conduct a Pre-Proposal Workshop after the issuance of the RFP as identified in [Section 1.5.1](#). The purpose of the Workshop is to further clarify the scope of work intended by the Department and to allow for discussion and questions and answers from interested proposers. This meeting is **mandatory** for all interested Proposers.

4.1.2 Individual Team Meeting (Mandatory)

The Department will provide an opportunity for each team to individually meet with the Department after the issuance of the RFP as identified in [Section 1.5.1](#). This meeting is also **mandatory**. Discussions regarding design concepts, phasing, etc. will be kept confidential. However, if any discussion leads to changes in the scope of the requirements of the RFP, the change in the requirements will be communicated to all Proposers via addenda without attribution to the Proposer. The discussions themselves will not be shared with other Proposers.

4.2 ATTENDEES

When any informational meeting is held, the Proposer is expected to attend with appropriate members of its proposed key personnel and, if required by the Department, senior representatives of the proposed Designer and members responsible for quality control.

4.3 QUESTIONS AND RESPONSES

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

Questions asked by a Proposer at any individual meetings will be recorded and the question and response will be provided in writing only to the Proposer asking the question unless the Department determines that the question clarifies or corrects information in the RFP, in which case the question and response will be provided to all Proposers without attribution.

5.0 CONTRACT AWARD AND EXECUTION

5.1 CONTRACT AWARD

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



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

- A) Volumes 1 through 4, including Appendix A, of the Technical Proposal in the format specified in [ITP Appendix A](#), Table A; (See [Section 3.5.7](#))
- B) The Lump Sum Price Proposal, including the Supplemental Pricing Information, if any, in the format specified in [ITP Appendix B](#); (See [Section 3.5.7](#))
- C) Required Payment and Performance Bonds. ([ITP Appendix C](#));
- D) Insurance certificates;
- E) Full details of who will sign the Contract, if executed, and evidence as to the authority, power, and capacity of said individuals to bind the Proposer to a Contract;
- F) Updated opinion of counsel on Form OC (see [ITP Appendix C](#)) with regard to Contract; and
- G) Evidence that the Designer and any Subcontractors performing design and/or construction Work are properly licensed as required by applicable federal and state laws, rules, and regulations including, but not limited to, the Delaware Code, if not previously provided.

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

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

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

5.2 EXECUTION OF CONTRACT

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

If the Contract is not executed by the Department within 30 calendar days following receipt of the signed Contract and appropriate and satisfactory payment and performance bonds from the successful Proposer, the Proposer shall have the right to withdraw the Proposal without penalty.

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

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



6.0 PROPOSAL EVALUATIONS

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

The written Technical Proposal will be evaluated on the pass/fail and technical factors identified in the ITP. The Technical Review Committee will determine the pass/fail status and final total technical score of each Proposal before the public opening of the Lump Sum Price Proposals. A sample combined Technical and Price Proposal score sheet is provided below.

SAMPLE FINAL RFP SCORES							
	Technical 50%		Price 50%				
Proposer	Raw Score	Weighted Score	Price	Raw Score	Weighted Score	Combined Score	Rank
1	87.25	43.63	\$1,241,300.00	100	50.00	93.63	2
2	91.81	45.91	\$1,249,340.00	99.36	49.68	95.59	1
3	88.82	44.41	\$1,524,000.00	81.45	40.73	85.14	3

Scoring of Final Technical Proposals will be based on the maximum values noted for each factor listed in [Section 6.1.2](#). Price Proposals scoring will be based on a comparison with the lowest Price Proposal as noted in [Section 6.1.3](#).

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

Proposers are encouraged to keep in mind and address the Project goals identified in [Section 1.1](#) in their Proposals.

6.1 EVALUATION FACTORS AND CRITERIA

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

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



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

6.1.1 Pass/Fail Evaluation Factors

Each Proposal must achieve a rating of pass on any pass/fail evaluation factor listed in [Sections 6.1.1.1 through 6.1.1.6](#) to receive further consideration. Failure to achieve a pass rating on any pass/fail evaluation factor after any clarifications (see [Section 6.2](#)) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

6.1.1.1 Legal

The Legal evaluation factor includes the following:

- A) A legal opinion provided on Form OC (see [ITP Appendix C](#));
- B) A properly executed Proposal Certification ([ITP Appendix C](#));
- C) Prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the successful Proposer is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XV of Title 8 of the Delaware Code, and as further amended at the time of submittal;
- D) For any Subcontractor performing construction Work, prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the Subcontractor is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XV of Title 8 of the Delaware Code, and as further amended at the time of submittal;
- E) Completion and submittal of specified forms and documents; and
- F) Compliance with Instructions to Proposers legal requirements.

The specific information to be submitted is identified in [ITP Appendix A, Sections A3.2 and A3.3](#).

6.1.1.2 Financial

Financial evidence must show the Proposer's sustained capability to meet the financial responsibilities of the Contract and updated evidence or reaffirmation of the Proposer's continuing capability to secure performance and payment bonds covering the specific terms of the Contract. (See [ITP Appendix A, Section A3.4](#) and [Contract Documents Part 2 - DB Section 103-1 and Appendix 103A](#) – Payment, Performance, and Retainage Bond Form.)

6.1.1.3 Responsiveness to Instructions to Proposers Requirements

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



6.1.1.4 DBE Commitments

The Proposers shall describe the DBE commitments that have been made as of the Proposal Due Date and shall describe the efforts taken by the Proposer to ensure that the dollars committed to DBEs on the Project are representative of the available design and construction DBEs. The Department's DBE goals for this Project are specified in [Contract Documents Part 2 - DB Section 102-19](#).

6.1.1.5 Minimum Technical Score

The Proposer must receive a minimum score of 70 out of 100 points for each Technical Evaluation Factor.

6.1.1.6 Minimum Project Completion, Milestone, and Schedule Requirements

The completion of this project in an efficient manor is an important concern of the Department. To be considered responsive the Proposal Schedule shall:

- Address key milestone dates for each location.
- Specify durations of work for each activity, including design and review activities.
- Have a single defined critical path.
- Have a complete Schedule of Payment that is consistent with the scheduled work activities.

6.1.2 Technical Evaluation Factors

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

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

- 1) Design and Construction Concepts (15 points);
- 2) Utility, Right-of-Way and Environmental Coordination (25 points);
- 3) Quality of Schedule (20 points);
- 4) Key Personnel and Experience (30 points); and
- 5) Design and Construction Management and Quality Control Plan (10 points).

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

Score Sheets to be used by the Evaluation Committee are included in [ITP Appendix D](#) and include a description of the Department's intent for each sub-factor and some of the considerations to be included in the determination of the Raw Scores. The order of the considerations included on the Score Sheets is not intended to suggest any relative importance for the respective evaluation sub-factors.



The following Raw Score definitions shall apply:

- 0% The Design-Build Proposal does not adequately address the considerations for the evaluation factor and/or the Proposal is marginally acceptable relative to the factor being considered.
- 70% The Design-Build Proposal includes sufficient information to address the considerations for the evaluation factor and the Proposal is acceptable relative to the factor being considered. This score is indicative of an average solution and/or level of effort with respect to the factor being considered.
- 100% The Design-Build Proposal includes all pertinent information regarding the evaluation sub-factor in a manner that is easily understood and the Proposal is exceptional relative to the factor being considered. This score indicates that all practical means to address the intent of the evaluation factor have been included in the Proposal and that no apparent ambiguities exist.

See [ITP Appendix A](#) for Technical Proposal submittal requirements.

6.1.3 Price Proposal Evaluation

The Proposer shall submit a Lump Sum Price Proposal for all services in fulfillment of the requirements and within the constraints of this RFP. The Price Proposal shall be prepared and submitted in accordance with [ITP Appendix B](#). The Total Lump Sum Price shown in the Price Proposal shall be the Lump Sum Contract Price for the Project if the Contract is awarded.

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

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

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

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

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

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

- A) The Price Proposal is significantly unbalanced relative to the Scope of Work;
- B) The Price Proposal does not provide all information in conformance with the Instructions to Proposers;
- C) The Price Proposal contains unreasonable prices on Form SP (see [ITP Appendix C](#)).



6.1.3.1 Price Proposal Score

The Proposer submitting the lowest Price Proposal will be awarded a raw score of one hundred (100) points which equals a weighted price score of fifty (50) points. The remaining Price Proposals will be awarded raw score points based on the product of: (a) the ratio of the lowest Price Proposal divided by each team's respective Price Proposal; and (b) fifty (50) points (i.e., the points awarded for the lowest Price Proposal), with said product rounded to the nearest one hundredth of a point. To minimize the potential for a tie between two Proposers with the Total Score, the Price Proposal Score will be carried to the necessary decimal places. Therefore, each Lump Sum Price should not be rounded. Refer to the example provided above in [Section 6.0](#).

6.2 CLARIFICATIONS

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

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

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

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

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

6.3 SELECTION DETERMINATION

The Department will award the Contract based on the highest Total Score. The Department's procedures for the evaluation and selection of Proposals are structured to provide a comprehensive evaluation of quality that when combined with price and time will result in the selection of the appropriate Design-Builder.

The Department will rate the Proposals for pass/fail and technical capability. In determining the successful Proposer, the Department will evaluate the technical evaluation factors and sub-factors and assign an overall technical rating and score for each Proposer using the guidelines in [Sections 6.1.1 and 6.1.2](#). The Department will also determine whether the Lump Sum Price Proposals are responsive. The Lump Sum Price Proposal will then be scored on the criteria in [Section 6.1.3](#). The value from the Price Proposal Score will be added to the Final Technical Score to equal the Total Score as specified in [Section 6.0](#). The contract will be awarded to the Proposer with the highest Total Score.



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

6.4 PRE-AWARD MEETINGS

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

7.0 PROTESTS

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

7.1 WRITTEN PROTESTS ONLY

All protests must be in writing. Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered. The protestor shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it shall be decided on the basis of the written submissions of the protestor by the Chief Engineer or his/her designee whose decision shall be final and conclusive.

7.2 PROTEST PROCEDURE

A Proposer may protest the results of the above-described evaluation and qualification process by filing a written notice of protest by hand delivery or courier to the Department's Chief Engineer with a copy to the Contract Services Administrator. The protesting Proposer shall concurrently file a copy of its notice of protest with the other Proposers. The notice of protest shall specifically state the grounds of the protest.

- A) Notice of protest of the decision:
 - 1. To accept or disqualify a Proposal on responsiveness grounds must be filed within five calendar days after the earliest of notification of non- responsiveness or the public opening of the Price Proposals.
 - 2. To the selection of the apparent successful Proposer must be filed within five calendar days after the public opening of the Price Proposals.
- B) Within seven calendar days of the notice of protest, the protesting Proposer must file with the Department's Chief Engineer, with a copy to the Department's Contract Services Administrator, a detailed statement of the grounds, facts and legal authorities, including all documents and evidentiary statements, in support of the protest which shall be submitted under penalty of perjury. The Contract Services Administrator will notify the other Proposers of the protest.



- C) Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualification process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.
- D) The Chief Engineer or his designee will issue a written decision regarding the protest within 30 calendar days after the Department receives the detailed statement of protest. Such decision shall be final and conclusive. The Chief Engineer or his designee will deliver the written decision to the protesting Proposer and copies to the other Proposers.
- E) If the Chief Engineer or his designee concludes that the Proposer filing the protest has established a basis for protest, the Chief Engineer or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new request for proposals or taking other appropriate actions.

For the purposes of this [Section 7.2](#), the terms “file” and “deliver” can mean transmitting the materials via e-mail, courier, or hand-delivery to the Department’s Contract Administrator if initiated by the Proposer, or to the Proposer’s primary contact if initiated by the Department. If the initial correspondence is delivered via e-mail, a hard copy shall also be sent within a reasonable time after the initial notification.

7.3 PROTEST CONTENTS

All Protests shall include the following information:

- A) The name and address of the Proposer;
- B) The Contract number;
- C) A detailed statement of the nature of the protest and the grounds on which the protest is made; and
- D) All factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements must be provided under penalty of perjury.
- E) Clear statement of any legal argument regarding the protest.

The Chief Engineer or his designee will not be obligated to postpone the Contract Award date or any other step in the execution process in order to allow a protesting Proposer an opportunity to correct a deficient protest.

If the protest is denied, the protesting Proposer may be liable for the Department's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Department as a consequence of the protest. If the protest is granted, the Department shall not be liable for payment of the protesting Proposer's costs.

8.0 THE DEPARTMENT'S RIGHTS AND DISCLAIMERS

8.1 THE DEPARTMENTS RIGHTS

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



- A) Reject any or all proposals;
- B) Issue a new RFP;
- C) Cancel, modify, or withdraw the entire RFP;
- D) Issue addenda, supplements, and modifications to this RFP;
- E) Modify the RFP process (with appropriate notice to Proposers);
- F) Appoint a Technical Review Committee and evaluation teams to review Proposals and seek the assistance of outside technical experts in Proposal evaluation;
- G) Revise and modify, at any time before the Proposal due date identified in [Section 1.5.1](#), the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Department shall circulate an addendum to all Proposers setting forth the changes to the evaluation criteria or methodology. The Department may extend the Proposal due date identified in [Section 1.5.1](#) if such changes are deemed by the Department, in its sole discretion, to be material and substantive;
- H) Correspond with the Proposers responding to this RFP, including holding meetings, to seek clarifications and an improved understanding and evaluation of the RFPs;
- I) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- J) Waive weaknesses, informalities, and minor technicalities in Proposals;
- K) Hold the Proposals under consideration for a maximum of sixty (60) calendar days after the Proposal due date specified in [Section 1.5.1](#) until the final Award is made; and/or
- L) Refuse to issue a RFP to a prospective Proposer, refuse to consider a Proposal, once submitted, and/or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - 1) Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
 - 2) Default on the part of a Principal Participant or Designer under previous contracts;
 - 3) Unsatisfactory performance of previous work by the Proposer, a Principal Participant, and/or a Designer;
 - 4) Issuance of a notice of debarment or suspension under Department or federal regulations to the Proposer, a Principal Participant, and/or a Designer;
 - 5) Submittal by the Proposer of more than one Proposal for the same Work under the Proposer's own name or under a different name;
 - 6) Existence of an organizational conflict of interest or evidence of collusion between a prospective Proposer (or any Principal Participant or Designer) and other Proposer(s) (or Principal Participants or Designers) in the preparation of an SOQ, Proposal, or bid for any Department project; and/or
 - 7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible, which in the judgment of the Department might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.
- M) The execution and performance of a Contract pursuant to this RFP is contingent upon sufficient appropriations and authorizations being made by the Department and State Legislature for performance of a Contract between the successful Proposer and the Department.
- N) In no event shall the Department be bound by or be liable for any obligations with respect to the Work of the Project until such time (if at all) as the Contract, in form and substance satisfactory



to the Department, has been executed and authorized by the Department and approved by all required parties and then only to the extent set forth therein.

8.2 THE DEPARTMENT'S DISCLAIMERS

In issuing this RFP and undertaking the procurement process contemplated herein, the Department specifically disclaims the following:

- A) Any obligation to award or execute a Contract pursuant to this Request for Proposals; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

- end -

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

**DESIGN-BUILD STATEWIDE
PIPE REPLACEMENTS**

State Contract # [T201607002](#)
Federal Contract # [EBROS-2016\(26\)](#)

**RFP
INSTRUCTIONS TO PROPOSERS**

APPENDIX A

TECHNICAL PROPOSAL INSTRUCTIONS



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A1.0 GENERAL INSTRUCTIONS

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

The Proposer shall submit the information required by this [Appendix A](#) in the organization and format specified herein.

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

- A) Executive Summary and Summary Statement;
- B) Legal (Volume 1);
- C) Financial (Appendix A to Proposal);
- D) Technical Solutions (Volume 2);
- E) Key Personnel and Experience (Volume 3);
- F) Management Approach (Volume 4); and
- G) Appended Information (Appendix A).

All Proposal Information submitted in Volumes 1 through 4 will be used for evaluating the Proposals and determining the successful Proposer and will be incorporated into the Contract as Part 5 - Proposal Information. The Supplemental Selection Information (Executive Summary, Summary Statement, and information in Appendix A to the Technical Proposal) will be used for evaluating the Proposals and determining the successful Proposer but will not be incorporated into the Contract.

All forms named herein are found in [ITP Appendix C](#) unless otherwise noted.

Text shall be in English in a standard font, a minimum of 11 points in height, single-spaced. Pages shall be 8½ inch x 11 inch white paper, with simple lettered/numbered dividers for each section/subsection. Single-sided pages shall be used except for pre-printed information, such as corporate brochures. Drawings or sketches shall be submitted on 11 inch x 17 inch and/or 8 ½ inch x 11 inch white paper.

Proposed Baseline Schedule plot shall be in color on 11 inch x 17 inch paper folded and bound into the copies.

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

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

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

Volumes 2 through 4 are limited to a combined total of 15 pages, exclusive of tabs and divider pages, cover letters, calculations, specifications, schedule plots, and drawings or sketches. The Quality Plan is also excluded from the page count.



A2.0 EXECUTIVE SUMMARY AND SUMMARY STATEMENT

A2.1 EXECUTIVE SUMMARY

The Proposer shall submit an Executive Summary and a Summary Statement with the Technical Proposal in a binder or folder separate from the Proposal volumes and appendices. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal requirements of the Contract. The Proposer shall limit the Executive Summary to no more than ten (10) pages inclusive of text, selected photographs, and/or sketches. The Proposer shall distinguish those items which, in the opinion of the Proposer, represent significant value to the Department and which may distinguish its Proposal from those of others.

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

- A) Legal: A summary of the legal structure of the Proposer, any agreements among the Proposer team members and the legal commitments to the Department;
- B) Financial: A summary of Proposer's financial strength and structure for undertaking and completing the Work;
- C) Technical Solutions: A summary of the design concepts and technical challenges to be addressed in connection with the Work. The Proposer shall specifically address:
 - 1) Pipe culvert rehabilitation and replacement concepts;
 - 2) Summary design and construction schedule;
 - 3) Erosion and Sediment Control and Maintenance of Stream Flow concepts;
 - 4) Approach to minimize utility relocations during construction; and
 - 5) Approach to minimize Right-of-Way acquisitions and easements.
- D) Management Approach: A summary of the management approach and concepts to be used in connection with the Work. The Proposer shall specifically address:
 - 1) Proposer's design and construction quality control procedures;
 - 2) Proposed management systems to ensure successful and satisfactory completion and integration of the design and construction Work;
 - 3) Roles and responsibilities of all Principal Participants and other key firms;
 - 4) Proposer's Right-of-Way acquisition and coordination procedures;

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

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

A2.2 SUMMARY STATEMENT

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

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



A3.0 LEGAL AND FINANCIAL INFORMATION

A3.1 OBJECTIVES

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

A3.2 LEGAL INFORMATION FOR VOLUME 1 OF THE PROPOSAL

The Proposer shall submit the following legal information:

- A) The Proposal Certification that shall constitute a firm offer to the Department valid for 60 calendar days after the Proposal due date. The Proposal Certification shall be executed by the Proposer or by its legally authorized representative, and by each JV member or general partner (as applicable) by their respective legally authorized representatives (pass/fail);
- B) Form NS, Named Subcontractors and Suppliers, including the approximate percentage of the Proposal price that represents anticipated Subcontractor participation (not specific dollar value of participation). The Proposer shall show all Major Subcontractors (Subcontractors performing fifteen percent or more of the value of the Work), the Lead Engineer and known Engineering sub-consultants (pass/fail); and
- C) Evidence that any named Subcontractors that are required to be licensed by either the Delaware Association of Professional Engineers or the State Licensing Board for Contractors or both have been licensed (pass/fail).

A3.3 LEGAL INFORMATION FOR APPENDIX A TO THE PROPOSAL

A3.3.1 Notarized Power(s) of Attorney

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

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

- A) Evidence that each member of the JV, LLC, or partnership shall be jointly and severally liable for any and all of the duties and obligations, including performance, of the Proposer assumed under the Proposal and under any Contract arising therefrom, should its Proposal be accepted by the Department (pass/fail); and
- B) A notarized Power of Attorney executed by each JV member, LLC member, or general partner, naming the individual who signed the Proposal and joint and several liability document on its behalf as its attorney-in-fact, with authority to execute the Proposal, joint and several liability document, and Agreement on its behalf and to act for and bind it in all matters relating to the Proposal (pass/fail).

A3.3.2 Proposal Certification Form

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



A3.3.3 Opinion of Counsel

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

A3.3.4 Organizational Documents

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

A3.4 FINANCIAL INFORMATION FOR APPENDIX A TO THE PROPOSAL

The Proposer shall submit evidence (as described in this [Section A3.4](#)) of capability to meet the financial responsibilities of the Contract.

A3.4.1 Objectives

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

A3.4.2 Letter of Commitment of Surety

The Proposer shall submit letter(s) of commitment from surety(ies) meeting the requirements of [Section A3.4.3](#) to provide performance and payment bonds as per [Contract Documents Part 2 - DB Section 100, DB Section 103-1, and Appendix 103A](#), Payment, Performance, and Retainage Bond Form (pass/fail).

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

A3.4.3 Surety Financial Requirements

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

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



A4.0 TECHNICAL SOLUTIONS INFORMATION

A4.1 OBJECTIVES

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

- A) To identify Proposers with a demonstrated understanding of the overall Project requirements through the applicable design concepts presented;
- B) To identify Proposers with a demonstrated understanding of the processes and coordination efforts required with the Environmental Agencies and the FHWA for NEPA and environmental permit approvals.
- C) To identify Proposers with a demonstrated understanding of the Right-of-Way acquisition process.
- D) To identify Proposers with a demonstrated understanding of the Utility coordination and facility relocation process.
- E) To identify Proposers with Proposed Baseline Schedules for both the Design and Construction that are sufficiently detailed to demonstrate their understanding of the Work to be performed and the ability to complete the Work within the Lump Sum Contract Price. Consideration will be given to a Proposer's ability to commit and mobilize Key Personnel, Equipment, and Materials in order to perform the Work required according to the proposed schedule.

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

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

- A) Minimize the Department's involvement in the project development and construction processes;
- B) Minimize impacts to Utility facilities;
- C) Minimize Right-of-Way and easement acquisitions;
- D) Minimize impacts to natural resources, such as trees and wetlands;
- E) Complete the Project as soon as practicable;

A4.2.1 Design and Construction Concepts

The Proposer shall prepare and submit a detailed summary regarding the requirements outlined in [Contract Documents Part 3 – Design Requirements and Part 3 – Appendix A](#), Performance Specifications, for various elements including site survey, bridge design, geotechnical design, hydrology and hydraulics, erosion and sediment control and maintenance of stream flow. The information provided shall outline how the proposed design and components meets or exceeds the needs of the Department. Key elements that should be discussed or detailed include the following:

- A) A general discussion on approach to site surveys;
- B) A general description of design approach for pipe culvert replacement;
- C) A general description of the design approach for maintenance of stream flow and erosion and sediment control during construction;



A4.2.2 Utility, Right-of-Way and Environmental Coordination

The Proposer shall prepare and submit a detailed summary regarding the requirements outlined in [Contract Documents Part 3 – Design Requirements and Part 3 – Appendix A](#), Performance Specifications, for environmental coordination, utility coordination and right-of-way acquisition. The information provided shall outline the Design-Builder's understanding of the environmental permitting and NEPA processes, utility coordination process, and right-of-way acquisition process.

A4.2.3. Proposed Baseline Schedule

The term "Proposed Baseline Schedule" as used herein means the time-scaled, critical path network depicting project activities and their respective durations, and sequences and inter-relationships that represent the Proposer's Work plan for designing, constructing, and completing the Project.

The objective of the Proposed Baseline Schedule is to identify Proposers that have a complete understanding of the design, environmental, utility, right-of-way and construction processes which are necessary to efficiently complete the Project within the established contract time. It shall provide sufficient detail to define the relationships and coordination necessary between these processes. The Proposed Baseline Schedule of the successful Proposer shall also establish the design duration and the construction contract time for each site.

The Proposer shall not show or submit any pricing information with the Proposed Baseline Schedule. The Proposed Baseline Schedule shall be in color hardcopy format and Primavera P3e Version 3.1 or later compatible electronic format on disk. The Proposer shall submit the following information pertaining to the Proposed Baseline Schedule:

A) Proposed Baseline Schedule meeting the following requirements:

- 1) Milestone Finish Dates:
 1. Preliminary Plans (50%)
 2. Semi-Final Plans (90%)
 3. Final Plans (100%)
 4. Construction Substantially Complete
- 2) Detailed design activities for the four (4) priority sites (BR 2-066A, BR 3-132, BR 3-576 and BR 3-681) identified by the Department accounting for the following items:
 1. NEPA Compliance
 2. Environmental Permits
 3. Right-of-Way Acquisition
 4. Utility Coordination
 5. Public Involvement
 6. Survey
 7. Design Preparation
 8. Departmental Design Review

Proposer may adjust this list to more accurately reflect planned sequences and methods. For the remaining sites, a single design activity and duration by milestone shall be required;

- 3) Activities to account for the following construction items:
 1. Mobilization/Initial Set-up
 2. Utility Relocation



3. Maintenance of Stream Flow
4. Site Demolition
5. Pipe Culvert Placement and Backfill
6. Scour Protection Placement
7. Paving
8. Guardrail Placement
9. Signing and Striping
10. Demobilization/Final Clean-up

Proposer may adjust this list to more accurately reflect planned sequences and methods.

- B) A "stand-alone" narrative of sufficient detail to explain the basis of the Proposed Baseline Schedule. The "stand-alone" narrative shall describe activities and how the activities interrelate and how activity durations were determined. The Proposer shall include and discuss the following at a minimum:
- 1) Basis for and assumptions used in preparing the Proposed Baseline Schedule including integrating design, review and construction activities;
 - 2) Anticipated order and delivery dates of Material, especially long lead-time items;
 - 3) Restraints, risks, and limitations;
 - 4) Critical path activities;
 - 5) Holidays and other non-work days;
 - 6) Potential problem areas; and
 - 7) Coordination required
- C) A summary of major risks to the Proposed Baseline Schedule with explanation of planned contingencies and an approach to managing these risks should they arise; and
- D) A brief narrative description of the proposed Project controls approach.

A5.0 KEY PERSONNEL AND EXPERIENCE INFORMATION

A5.1 OBJECTIVES

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

- A) To identify Proposers that will effectively manage all aspects of the Contract in a quality, timely, and effective manner;
- B) To identify the best personnel for key positions with demonstrated experience and expertise in, and record of producing quality work on projects of a similar nature to this Project. The Key Personnel positions for the purposes of this RFP are identified in Special Provision 108C of [Contract Documents Part 4 - Special Provisions](#); and
- C) To avoid personnel with a history of legal and financial problems on other projects that could adversely impact this Project generally.

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

The Proposer shall submit Form KP (see [ITP Appendix C](#)) (pass/fail).



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

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

A6.0 MANAGEMENT APPROACH INFORMATION

A6.1 OBJECTIVES

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

- A) To identify Proposer's that demonstrate a clear understanding of the Project through their proposed Project approach;
- B) To identify Proposers that demonstrate sound, proven Project management techniques for design management, construction management, and the integration of both on Design- Build (DB) projects. This will include consideration of document control techniques employed to assure the flow, storage, and archiving of information; and
- C) To identify Proposers that demonstrate sound, proven Quality Control (QC) and procedures for this Project.

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

A6.2.1 Project Component Description

The Proposer shall describe the Work activities included in the Project Components as reflected on Form SP (see [ITP Appendix C](#)). See [Contract Documents Part 2 – DB Section 109-1.1](#) regarding instructions for describing components.

A6.2.2 Organization

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

A6.2.2.1 Single Point of Contact

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

A6.2.2.2 Commitment of Resources

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



A6.2.2.3 Organization Charts and Staff

The Proposer's organization charts may influence technical scoring in addition to the pass/fail criteria. The Proposer shall submit the following information pertaining to organization charts and staff responsibilities:

- A) An organization chart showing the proposed design organization including design Key Personnel, named Subcontractors, QC personnel, and their responsibilities (pass/fail);
- B) An organization chart(s) showing the proposed construction organization including, construction Key Personnel, named Subcontractors and QC personnel, detailed responsibilities and organization of the construction staff (pass/fail);

A6.2.3 Project Management Plan

The Proposer shall submit the information specified in this [Section A6.2.3](#).

A6.2.3.1 Quality Plan Summary

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

- A) A summary of the Proposer's proposed Quality Plan for both design and construction QC programs; and
- B) A narrative describing the following:
 - 1) The roles, responsibilities, qualifications, and authorities of QC personnel (design and construction) to ensure final product quality;
 - 2) How QC activities will be accomplished independent of production staff influence; and
 - 3) How Quality Control will be coordinated and implemented for design and construction subcontractors to ensure consistency and quality.

A6.2.3.2 Design Management

The Proposer shall submit the following pertaining to Design Management:

- A) A brief narrative describing the following:
 - 1) The planned approach to addressing the Contract requirements and Performance Specifications; and
 - 2) The planned approach for integrating design subcontractors and construction staff into the design process, and design support during construction.
- B) A summary Design Review Plan outlining how the Proposer will implement Design Reviews as set out in [Contract Documents Part 2 - DB Section 111-8](#), including the following:
 - 1) Identification of Design Reviews;
 - 2) Coordination with the Department or representatives during Quality Acceptance checks; and
 - 3) A summary of how Design Drawing reviews, Working Drawing reviews, field design changes, and Record Drawing documentation will be accomplished.

A6.2.3.3 Construction Management

The Proposer shall submit a brief narrative description of Proposer's proposed Construction Management Plan, including how the Design-Builder will approach problem



solving, resolution of disputes, and coordination with subcontractors, the design team, and Department staff during construction.

A6.3 MANAGEMENT APPROACH INFORMATION FOR APPENDIX A

No information required.

A7.0 FORMAT AND ORGANIZATION OF THE PROPOSAL

The Final Technical Proposal shall be prepared in accordance with Table A except for the following:

- Volume 1, Section 1, Form NS shall be in draft form. Specific prices and values are not required.
- Volume 2, Section 3, SP - Schedule of Prices shall be in draft form. Specific prices and values are not required.
- Volume 4, Section 1, Form SP – Schedule of Prices shall be in draft form. Specific prices and values are not required.

Table A - Outline for Submittal of the Technical Proposal		
Proposal Volume/Section Number	Volume/Section Title and Required Information	Reference
	EXECUTIVE SUMMARY AND SUMMARY STATEMENT	A2.1 and A2.2
VOLUME 1	LEGAL INFORMATION	A3.2
Section 1	<ul style="list-style-type: none"> · Proposal Certification; · Form NS, Named Subcontractors and Suppliers; and · Licensing information. 	A3.2
VOLUME 2	TECHNICAL SOLUTIONS INFORMATION	A4.0
Section 1	Design and Construction Concepts <ul style="list-style-type: none"> · Survey approach and requirements; · Culvert rehabilitation and replacement schemes; · Erosion and Sediment Control, and Maintenance of Stream Flow Concepts; 	A4.2.1
Section 2	Utility, Right-of-Way and Environmental Coordination NEPA and Environmental Permit coordination and process; <ul style="list-style-type: none"> · Utility coordination process; · Right-of-Way process; 	A4.2.2
Section 3	Proposed Baseline Schedule <ul style="list-style-type: none"> · Proposed Baseline Schedule in hardcopy and electronic format; · Specified narrative; · Summary of major risks and risk management; and · Project controls approach; 	A4.2.3
VOLUME 3	KEY PERSONNEL AND EXPERIENCE INFORMATION	A5.0
Section 1	<ul style="list-style-type: none"> · Form KP, Key Personnel 	A5.2



Delaware Department of Transportation

Proposal Volume/Section Number	Volume/Section Title and Required Information	Reference
VOLUME 4	MANAGEMENT APPROACH INFORMATION	A6.0
Section 1	Project Component Description, Form SP	A6.2.1
Section 2	Organization	A6.2.2
Section 2.1	· Form C, Single Point of Contact	A6.2.2.1
Section 2.2	· Form CR, Commitment of Resources	A6.2.2.2
Section 2.3	· An organization chart showing the proposed design organization including design Key Personnel, named Subcontractors, QC personnel, and their responsibilities (pass/fail); · An organization chart(s) showing the proposed construction organization including, construction Key Personnel, named Subcontractors and QC personnel, detailed responsibilities and organization of the construction staff (pass/fail);	A6.2.2.3
Section 3	PROJECT MANAGEMENT PLAN	A6.2.3
Section 3.1	Quality Plan Summary · Summary of Quality Plan; · Specified narrative; and · Coordination to ensure consistency and quality among firms.	A6.2.3.1
Section 3.2	Design Management · Specified narrative; · Summary of Design Review Plan; and	A6.2.3.2
Section 3.3	Construction Management · Construction approach to problem solving, coordination with design and Department staff.	A6.2.3.3
APPENDIX A	LEGAL, FINANCIAL, TECHNICAL SOLUTIONS, KEY PERSONNEL AND EXPERIENCE FOR APPENDIX A	
Section 1	LEGAL INFORMATION FOR APPENDIX A	A3.0
	· Notarized Powers of Attorney; · Proposal Certification; · Form OC, Legal Opinion; and · Organizational documents.	A3.3.1 A3.3.2 A3.3.3 A3.3.4
Section 2	FINANCIAL INFORMATION FOR APPENDIX A	A3.4
	· Letter of Commitment of Surety; and · Surety Financial Requirements	A3.4.2 A3.4.3
Section 3	KEY PERSONNEL AND EXPERIENCE INFORMATION FOR APPENDIX A	A5.0
	· Resumes of Key Personnel	A5.3

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

**DESIGN-BUILD
STATEWIDE PIPE
REPLACEMENTS**

State Contract # [T201607002](#)
Federal Contract # [EBROS-2016\(26\)](#)

**RFP
INSTRUCTIONS TO PROPOSERS**

APPENDIX B

PRICE PROPOSAL INSTRUCTIONS

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PRICE PROPOSAL INSTRUCTIONS

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B1.0 INTRODUCTION

The Instructions to Proposers (ITP) Appendix B specifies the Pricing Information to be submitted by all Proposers.

All named forms are found in [ITP Appendix C](#) unless otherwise noted.

Submit all specified information using the forms and formats specified.

B2.0 PRICE PROPOSAL

Submit a Price Proposal using the forms listed below and provided in [ITP Appendix C](#). Failure to provide the requested information on the forms and in the format specified may result in the Department declaring the Price Proposal non-responsive.

Upon Award, the Price Proposal of the selected Proposer will be incorporated into the Contract Documents at Part 5.

Submit the Price Proposal under separate cover, clearly marked as required in [ITP Section 2.8.1\(A\)](#) by the Proposal due date to the addressee and address specified in [ITP Section 1.5.2](#).

The Price Proposal shall consist of:

- A) Proposal Security Bond;
- B) Form PP - Price Proposal cover sheet;
- C) Form SP - Schedule of Prices;
- D) Form PC1 - General Requirements and Project Management;
- E) Form PC2 - Engineering and Design Activities;
- F) Form PC3 - Construction Activities;
- G) Form SOV - Schedule of Values;
- H) Form LSI - Letter of Subcontract Intent; and
- I) Copy of Proposed Baseline Schedule (see [ITP Appendix A, Section A4.2.3](#))

B2.1 PRICE PROPOSAL SUBMITTAL

The Proposer shall submit the forms identified in [Section B2.0](#) in a separate, sealed envelope.

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

B2.2 SCHEDULE OF PRICES (FORM SP)

Complete and submit Form SP in compliance with the following instructions:

- A) Provide a lump sum price [the Project Component Value (PCV)] for each Project Component Code on Form SP. If the Proposer shows any components for a Project Section, such as Material, show a lump sum price for such components on Form SP;
- B) If the Proposer plans to request payment for any Material upon delivery to the Site, identify the specific type of Material and the price assigned to the Material on Form SP as a separate activity in the applicable Project Component;
- C) For Forms PC1, 2, and 3, provide a lump sum price for each of the items listed on the form; and
- D) The sum of the Project Component Values shall be the Proposal Price. The Proposal Price will become the Contract Price upon Award of the Contract.

The Proposer may define additional Sections and Project Components as indicated in [Contract Documents Part 2 - DB Section 109](#). The sum of all PC values for all Sections shown on Form SP shall be the Lump Sum Contract Price.

B2.2.1 General Requirements and Project Management (Form PC1)

The contents of Project Component 1, General Requirements and Project Management are shown on Form PC1 ([ITP Appendix C](#)). The Proposer may add (but not delete) activities to Form PC1 as appropriate to reflect its plan to carry out the Work. Provide a price for each activity on Form PC1.

The Project Component Value (PCV) of Project Component 1 (including the price for mobilization) shall not be more than ten percent (10%) of the Contract Price.

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

The Proposer shall show design activities and components on Form PC2 ([ITP Appendix C](#)).

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

B2.2.3 Project-Wide Construction (Form PC3)

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

B2.2.4 Total Lump Sum Contract Price

The total Lump Sum Contract Price shall be the cumulative total of all lump sum prices included on the Schedule of Prices (Form SP, [ITP Appendix C](#))

B2.3 PROPOSAL SECURITY (BID BOND)

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

See also [ITP Section 3.3](#).

B2.4 FORMNS and FORM LSI

Form NS, Named Subcontractors and Suppliers, including the final percentage of the Proposal price that represents anticipated Subcontractor participation (not specific dollar value of participation). The Proposer shall show all Major Subcontractors (Subcontractors performing fifteen percent or more of the value of the Work), the Lead Designer and known Engineering sub-consultants, on Form NS. Form LSI, Letter of Subcontract Intent shall be submitted for all proposed subcontractors (design and construction).

B2.5 PROPOSAL CERTIFICATION

The Proposer shall submit the Proposal Certification with the Lump Sum Price Proposal. (*See [ITP Appendix C](#)*)

B3.0 FORMAT FOR SUBMITTAL OF PRICING DOCUMENTS

B3.1 PRICE PROPOSAL

The Proposer shall organize and submit the lump sum Price Proposal in the format shown in [Table B-1](#) by the Proposal due date.

Table B-1 Price Proposal		
Section	Description	Appendix Reference
Section 1 (affixed to outside of sealed envelope)	<ul style="list-style-type: none">• Form PP Price Proposal Cover Sheet	B2.1
Section 2	<ul style="list-style-type: none">• Form SP Schedule of Prices;• Form PC1 General Requirements and Project Management;• Form PC2 Project-Wide Engineering and Design Activities;• Form PC3 Project-Wide Construction;• Form SOV Schedule of Values	B2.2 B2.2.1 B2.2.2 B2.2.3 B2.2.4
Section 3	Other Proposal Documents <ul style="list-style-type: none">• Bid Bond• Form NS and Form LSI• Proposal Certification	B2.3 B2.4 B2.5

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

**DESIGN-BUILD
STATEWIDE PIPE
REPLACEMENTS**

State Contract # T201607002
Federal Contract # EBROS-2016(26)

**RFP
INSTRUCTIONS TO PROPOSERS**

APPENDIX C

PROPOSAL FORMS

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PROPOSAL CERTIFICATION

Contract No. T201607002

Federal Aid Project No. EBROS-2016(26)

The undersigned bidder, _____

Whose address is, _____

and telephone number is _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed Contract requirements, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said Contract requirements shall be a part, to provide design services and all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the services and materials necessary to perform and complete the said Contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the lump sum price and unit prices listed in our Proposal.

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

NOTICE: All Contractors who hold prime contracts (Federal Aid) with DeIDOT are advised that the prime Contractor and Subcontractors are required to submit to DeIDOT a signed and notary attested copy of the Bidder Certification Statement for each and every subcontract that will be utilized by the prime Contractor. This Certification **must** be filed with DeIDOT prior to written approval being granted for each and every subcontractor. Copies of the Certification Form are available from the appropriate District Construction Office.

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

- a. am/are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- c. do not have a proposed debarment pending; and,
- d. have not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

(Insert exceptions)

DBE Program Assurance:

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

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

Disadvantaged Business Enterprise _____ percent (blank to be filled in by bidder)

The Department of Transportation may add or delete Work from the project scope outlined in the Contract as may be deemed necessary or expedient. Any such addition or deletion will not be regarded as a sufficient ground for an increase or decrease in the lump sum price, nor in the time allowed for the completion of the work, except as provided in the Contract.

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

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

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

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

=====

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

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____

Sealed and dated this ____ day of _____ in the year of our Lord two thousand _____.

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

of _____ in the County of _____ and State of _____ as

Principal, and _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of

Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____

_____ Dollars (\$ _____) of amount of bid on

Contract No. T201607002, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

FORM C – Single Point of Contact

Proposer's Name:

Name of Point of Contact:

Company Affiliation:

Address:

Office Telephone:

Facsimile:

Mobile or Pager Number:

E-mail Address:

FORM CR – Commitment to Assign Identified Resources to Project

Proposer's Name: _____

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

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

Signed: _____

Printed Name: _____

Company Affiliation: _____

Title: _____

Date: _____

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

FORM KP – Key Personnel

Name of Proposer:					
KEY PERSONNEL INFORMATION					
Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Design-Builder's Principal In Charge					
Design-Builder's Construction Project Manager					
Construction Superintendent					
Design Manager					
Bridge Engineer					
H&H Engineer					
Environmental Compliance Manager					
Utility Manager					
Right-of-Way Manager					

Use additional sheets as needed.

FORM NS – Named Subcontractors

Proposer: _____

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

Use additional sheets as necessary.

FORM OC – Opinion of Counsel

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

[Date]

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

Attn: _____

Re: Request for Proposals
Design-Build Statewide Pipe Replacements
Project No.T201607002, EBROS-2016(26)

Gentlemen:

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

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

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

Subject to the foregoing, I am/we are of the following opinion:

- A) [An opinion regarding formation and existence of Proposer and each of its JV members and general partners.]
- B) [An opinion that the Proposer has power and is duly authorized to execute and deliver the Proposal and Design-Build (DB) Contract.]
- C) [An opinion that the Proposal has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation of the Proposer and its JV members/general partners to enter into the Contract if awarded.] [An updated opinion will state that the Contract has been duly and validly executed and delivered.]
- D) [An opinion that all required approvals have been obtained with respect to execution and delivery of the Proposal and Contract and that the Proposal and Contract do not conflict with any agreements to which the Proposer or its JV members/general partners are a party or with any orders, judgments, or decrees by which the Proposer or its JV members/general partners are bound.]
- E) [Signature of attorney, and date of signature]

FORM PC1 – Project Component 1

Project Component 1 GENERAL REQUIREMENTS

Activities	Lump Sum Price (Enter Lump Sum Price for each Activity)
Payment and Performance Bonds (Project)	
Insurance and Insurance Certificates (Project)	
Project Component Value¹ (Sum of the Lump Sum Prices for each activity)	

¹ Enter sum for the column. Enter amount on Form SP

FORM PC2 – Project Component 2

Project Component 2 DESIGN

Location	Bridge ID	Lump Sum Price (Enter Lump Sum Price for Each Bridge ID)
1	BR 1178 282	
2	BR 1183 276	
3	BR 1420 461	
4	BR 1449 456	
5	BR 1454 465	
6	BR 1455 466	
7	BR 1615 021	
8	BR 1616 021	
9	BR 2066A 066	
10	BR 2113B 113	
11	BR 2303A 303	
12	BR 2371B 371	
13	BR 2384C 384	
14	BR 2442A 442	
15	BR 3132 565	
16	BR 3139 597	
17	BR 3236 046	

FORM PC2 – Project Component 2

Project Component 2 DESIGN

Location	Bridge ID	Lump Sum Price (Enter Lump Sum Price for Each Bridge ID)
18	BR 3317 024	
19	BR 3323 447	
20	BR 3335 515	
21	BR 3441 382	
22	BR 3564 413	
23	BR 3576 064	
24	BR 3626 608	
25	BR 3627 606	
26	BR 3630 593	
27	BR 3681 318	
28	BR 3913 016	
29	BR 3914 016	
30	BR 3914A 016	
31	BR 3923 224	
Project Component Value¹ (Sum of the Lump Sum Prices for each activity)		

¹ Enter sum from the column. Enter amount on Form SP

FORM PC3 – Project Component 3

Project Component 3 CONSTRUCTION

Location	Bridge ID	Lump Sum Price (Enter Lump Sum Price for Each Bridge ID)
1	BR 1178 282	
2	BR 1183 276	
3	BR 1420 461	
4	BR 1449 456	
5	BR 1454 465	
6	BR 1455 466	
7	BR 1615 021	
8	BR 1616 021	
9	BR 2066A 066	
10	BR 2113B 113	
11	BR 2303A 303	
12	BR 2371B 371	
13	BR 2384C 384	
14	BR 2442A 442	
15	BR 3132 565	
16	BR 3139 597	
17	BR 3236 046	

FORM PC3 – Project Component 3

Project Component 3 CONSTRUCTION

Location	Bridge ID	Lump Sum Price (Enter Lump Sum Price for Each Bridge ID)
18	BR 3317 024	
19	BR 3323 447	
20	BR 3335 515	
21	BR 3441 382	
22	BR 3564 413	
23	BR 3576 064	
24	BR 3626 608	
25	BR 3627 606	
26	BR 3630 593	
27	BR 3681 318	
28	BR 3913 016	
29	BR 3914 016	
30	BR 3914A 016	
31	BR 3923 224	
Project Component Value¹ (Sum of the Lump Sum Prices for each activity)		

¹ Enter sum from the column. Enter amount on Form SP

FORM PP – Price Proposal

LUMP SUM PRICE PROPOSAL COVER SHEET

Proposer's Name: _____

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

Section 1:

- Form PP (Price Proposal Cover Sheet)

Section 2:

- Schedule of Prices (Form SP), including the lump sum total price;
- Forms PC1 through PC3 (or additional if PC's added by Design-Builder).

Section 3:

- Proposal Certification;
- Proposal Bond;
- Form NS and LSI.

Signed by Parties signing Form of Proposal:

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

FORM SP – Schedule of Prices

Project Component Code	Project Component Title/Component Identification	Project Component Value ⁽¹⁾
PC1	General Requirements. <i>See Form PC1</i>	
PC2	Design. <i>See Form PC2</i>	
PC3	Construction. <i>See Form PC3</i>	

TOTAL

TOTAL LUMP SUM PROPOSAL PRICE ⁽²⁾	
(In Words)	(In Figures)

Instructions:

- 1) Enter the Project Component Value.
- 2) Enter the Lump Sum Proposal Price.

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

**DESIGN-BUILD
STATEWIDE PIPE
REPLACEMENTS**

State Contract # [T201607002](#)
Federal Contract # [EBROS-2016\(26\)](#)

**RFP
INSTRUCTIONS TO PROPOSERS**

APPENDIX D

EXAMPLE SCORE SHEETS

**CMP Culvert Replacement (Statewide) - Design-Build Project
Technical Proposal Scoresheet**

D/B Team: _____

Scorer ID: _____

Date: _____

**TECHNICAL SOLUTIONS, Subfactor # 2: UTILITY, RW and ENVIRONMENTAL COORDINATION
(25 Points)**

Intent: To identify Proposers with a demonstrated understanding of the overall Utility, RW and Environmental coordination requirements through the applicable design concepts presented.

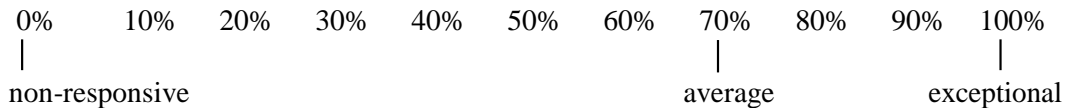
RFP References: [Contract Documents Part 3 - Appendix A](#), Performance Specifications
[ITP Section 1.0](#)
[ITP Appendix A, Section A4.2](#)

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

- Does the Design-Builder understand the Environmental Process?
- Does the Design-Builder understand the Utility process?
- Does the Design-Builder understand the RW process?
- Does the Design-Builder provide solutions to each process that will minimize design schedules?
- Does the Design-Builder demonstrate knowledge as to how the Environmental and RW processes are connected?

Supporting Comments by Scorer: _____

RAW SCORE DEFINITION



RAW SCORE THIS ITEM: _____ %

**CMP Culvert Replacement (Statewide) - Design-Build Project
Technical Proposal Scoremaster**

Design/Build Team: _____

TECHNICAL CONCEPTS:

ITEM:

- 1 Design and Construction Concepts
- 2 Coordination Concepts
- 3 Quality of Schedule
- 4 Key Personnel and Experience
- 5 Design and Construction QC Process

Avail Points	Scorer					Average Score:	Points Earned:
	1	2	3	4	5		
15							
25							
20							
30							
10							

TOTAL TECHNICAL SCORE: _____

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

**DESIGN-BUILD STATEWIDE
PIPE REPLACEMENTS**

State Contract # [T201607002](#)

Federal Contract # [EBROS-2016\(26\)](#)

RFP

INSTRUCTIONS TO PROPOSERS

APPENDIX E

ABBREVIATIONS AND DEFINITIONS

ABBREVIATIONS

This RFP includes abbreviations and specific defined terms as indicated below. This list is not intended to be exhaustive.

AA	Aluminum Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ADA	Americans with Disabilities Act
A/E	Architectural/Engineering
AED	Associated Equipment Distributors
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Transit Association
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood-Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BDM	Delaware Department of Transportation Bridge Design Manual
BMP	Best Management Practices
CD-ROM	Compact Disc - Read Only Memory
CE	Construction Engineering
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CPA	Certified Public Accountant
CPM	Critical Path Method
CRSI	Concrete Reinforcing Steel institute
CSL	Contract Submittal List
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DelDOT	Delaware Department of Transportation
DNREC	Division of Natural Resources and Environmental Control (State of Delaware)
EA	Environmental Assessment
EASA	Electrical Apparatus Service Association
EOR	Engineer of Record
EPA	Environmental Protection Agency of the United States Government
FAA	Federal Aviation Administration, United States Department of Transportation

FHWA	Federal Highway Administration, United States Department of Transportation
FONSI	Finding Of No Significant Impact
FSS	Federal Specifications and Standards, General Services Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
IA	Independent Assurance
ICC	International Code Council
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISO	International Standards Organization
ITE	Institute of Transportation Engineers
ITP	Instructions to Proposers
JV	Joint Venture
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LLC	Limited Liability Company
LOI	Letter of Interest
LRFD	Load and Resistance Factor Design
MIL	Military Specifications
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MUTCD	Manual on Uniform Traffic Control Devices
N/A	Not Applicable
NCHRP	National Cooperative Highway Research Program
NCR	Non-Conformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Intent
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration, United State Department of Labor
PC	Project Component
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PCP	Progress Check Point
PCV	Project Component Value
PE	Preliminary Engineering
PI	Public Information
PPS-C	Contract Periodic Payment Schedule
PPS-P	Proposed Periodic Payment Schedule
PTI	Post Tensioning Institute
QA	Quality Acceptance
QC	Quality Control
RFI	Request For Information
RFP	Request For Proposals
RFQ	Request For Qualifications
RMA	Rubber Manufacturers Association
ROW	Right Of Way
SAE	Society of Automotive Engineers

SEC	Securities and Exchange Commission
SHPO	State Historic Preservation Office
SI	Systeme Internationale - International System of Units
SOQ	Statement of Qualifications
SSPC	Steel Structures Painting Council
TBD	To- Be Determined
UL	Underwriters Laboratories, Inc.
US DOT	United States Department Of Transportation
US	United States
USACE	United States Army Corps of Engineers
USC	United States Code
USDOL	United States Department Of Labor
VE	Value Engineering
WBS	Work Breakdown Structure

1.2 DEFINITIONS

The following terms shown in bold type, when used herein, shall have the following meanings:

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

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

"Affiliate" means any of the following:

- A) A Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:
 - 1) The Proposer; or
 - 2) Any other Principal Participant.
- B) An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:
 - 1) The Proposer;
 - 2) Any Principal Participant; or
 - 3) Any Affiliate of the Proposer under part (A) of this definition.

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

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

"Contract Documents" means the executed Agreement (contained in Part 1 of the Contract Documents included in the RFP, Parts 2 through 7, Part 8 the portions of the successful Proposer's Proposal identified in Section [1.2.4](#)), and all provisions required by law to be inserted in the Contract whether actually inserted or not. Whenever separate publications and the Department's Standard Specifications are referenced in the Contract

Documents, it is understood to mean the publications and Specifications, as amended, current as of the Proposal due date unless otherwise noted.

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

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

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

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

"Design Manager" means a Principal Participant, Specialty Subcontractor, or in-house designer that leads the team furnishing or performing the civil/site design of the Project.

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

"Lead Architect" means a Principal Participant, Specialty Subcontractor, or in-house designer that leads the team furnishing or performing the design of the Project.

"Lead Principal Participant" means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Proposer's organization.

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

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

- A) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Proposer's business or the Contract performance;
- B) Generally accepted sound business practices and federal and state laws and regulations;
- C) The Proposer's responsibilities to the Department, other customers, the owners of the business, its employees, and the public at large;
- D) Any significant deviations from the Proposer's established practices;
- E) Comparisons of price information to the engineer's estimate and to the Department's historic costs for similar Work; and
- F) Comparisons of price information submitted by other Proposers.

"Principal Participant" means any of the following entities:

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

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

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

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

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

"Quality Acceptance" means all planned and systematic actions by the Department necessary to provide confidence that all Work complies with the Contract and that all material incorporated in the Work and all equipment and all elements of the Work will perform satisfactorily for the purpose intended. Actions include, but are not limited to: design audits, checks and reviews; oversight, including specification compliance reviews, document control, and working plan review; material Verification Sampling and Testing at production sites and the Project site; oversight of manufacturing/processing facilities and equipment; oversight of on-site equipment, calibration of test equipment, and acceptance or rejection of material based on verification and QC testing; and documentation of Quality Assurance (QA) activities. Quality Assurance also includes IA testing, the Department's Project Manager's written acceptance, final inspection, and final acceptance.

"Quality Acceptance Program" means the overall quality program and associated activities including the Department's QA and QC, the Design-Builder's QC, the Contract quality requirements, and the Design-Builder's quality plan.

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

"Quality Control Manager" means the individual employed by the Design-Builder who is responsible for the overall QC program of the Design-Builder, including the quality of management, design, and construction.

"Request for Proposals" - The "RFP."

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

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

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

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

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