

**JEF SR7 25.67**  
**Mine Subsidence Restoration**



**PROGRESSIVE DESIGN BUILD**  
**INSTRUCTIONS TO OFFERORS**  
**(ITO) for REQUEST FOR PROPOSALS (RFP)**  
**AND**  
**SELECTION CRITERIA**

**PID 110873**  
**Project (24)3002**

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# 1 INTRODUCTION AND PROJECT INFORMATION

## 1.1 Introduction

These Instructions to Offeror (ITO) set forth (i) the Project (defined herein) description and Project Goals (defined herein); (ii) the Request for Proposals (RFP) selection process; (iii) certain requirements for the Offeror’s organization; (iv) certain Proposal requirements; and (v) the evaluation process and the post-evaluation selection and execution requirements pertaining to the combination of design and construction elements into a single contract to expedite the construction of special projects pursuant to the authority of Section 5517.011 of the Ohio Revised Code for the Project (ODOT PID 110873) (the “Project”).

Offerors must comply with the terms and conditions of this ITO during the Procurement Process and in their responses to the RFP. Respondents will be evaluated to determine their ability to meet or exceed the Project Goals in Section 1.3 (Project Goals).

Definitions of capitalized terms used but not defined within the ITO are set forth in Exhibit A (Acronyms and Definitions) of the Progressive Design-Build Contract (PDBC). The Offeror is the entity desiring to enter into the PDBC. It is anticipated that the Offeror will include, as part of its team, “Major Participants”, consisting of the Lead Contractor, Lead Designer, and Subcontractors/Subconsultants required to meet the “By Project Award” Project Prequalification requirements in Form D (Prequalifications). The Offeror may also be one of the Major Participants.

### 1.1.1 Progressive Design-Build Requirements

This Section 1.1.1 provides a summary of the Progressive Design-Build requirements. For full details of the process and requirements, including payment structure, see the PDBC.

The Work shall be performed by the Offeror in two primary phases, Preconstruction and Construction. The Department may elect, in its sole discretion, to issue one or more Preconstruction Phase Amendments to manage progression of the Preconstruction Phase. Each Preconstruction Phase Amendment shall replace all prior Preconstruction Phase Amendments. The Parties shall engage in good faith negotiations to finalize any Preconstruction Phase Amendment on a timely basis. The Department anticipates the Preconstruction Phase to consist of the following steps:

Process	Timeline	Action
<b>Pre-Sub-Phase 1A</b>	Upon Execution of the PDBC	Offeror will produce the Sub-Phase 1A Proposal.

Process	Timeline	Action
<b>Sub-Phase 1A (Proof-of-Concept Phase)</b>	Upon Department Approval of the Sub-Phase 1A Proposal and issuance of the Sub-Phase 1A Notice to Proceed (NTP)	Offeror will perform the scope of work identified in the Sub-Phase 1A Proposal. This will generally be design work needed to advance the Project to a point where the first OPC meeting can be held.
<b>Sub-Phase 1B (Project Development Phase)</b>	Upon completion of Sub-Phase 1A and issuance of Sub-Phase 1B NTP	Offeror will continue to progress the Project until a GMP can be agreed upon.

Sub-Phase 1A shall commence upon the Department's issuance of Sub-Phase 1A Notice to Proceed (NTP) and shall continue until (i) the Sub-Phase 1B Change Order is executed by the Department, or (ii) the Department exercises its right to terminate the PDBC; whichever is earlier to occur. Sub-Phase 1A Work shall be paid according to the cost principles identified in Section 11.1.1 of the PDBC and may not exceed the Maximum Sub-Phase 1A Prime Compensation defined in Exhibit B (Contract Particulars) of the PDBC.

Sub-Phase 1B shall commence upon the Department's issuance of the Sub-Phase 1B NTP and shall continue until (i) the Phase 1 Work is complete or (ii) the Department exercises its right to terminate the PDBC; whichever is earlier to occur. Sub-Phase 1B Work shall be paid according to the cost principles identified in Section 11.1.1 of the PDBC and may not exceed the Maximum Sub-Phase 1B Prime Compensation (amount to be negotiated prior to completion of Sub-Phase 1A and incorporated into the terms and conditions of the Sub-Phase 1B Change Order).

Phase 2 shall commence upon the execution of a Phase 2 Change Order and the Department's issuance of Phase 2 NTP and shall continue until the end of the Term.

The Department's Office of Estimating will separately develop an Engineer's estimate at the final pricing milestone in accordance with Exhibit G (Opinion of Probable Cost). The Engineer's estimate will validate the cost(s) and production proposals submitted by the Contractor at each pricing milestone. The Department's Office of Estimating will develop the Engineer's estimate prior to the final pricing agreement in accordance with ORC 5517.01.

## 1.2 Project Description

The Project work includes mine remediation by grouting portions of "The Little Giant Mine" by the Toronto Fire Clay Co. The extent of the remediation shall be limited to sta. 1379+00 to sta. 1382+50 along S.R. 7 and from the ditch line to the toe of embankment. At a minimum, all mine voids shall be grouted as dimensioned on the plan view. A copy of the plan view is located in the RIDs identified in Section 1.6. Additional voids may need to be grouted and the limits of those voids will be determined during Phase 1. All grout shall be contained within existing R/W. In addition to the mine void grouting, the soft overburden encountered in B-001-1-19 shall be improved to reduce any future settlement. The scope of the improvement will be determined during Phase 1.

Work shall also include pavement resurfacing for all areas of the roadway within the project footprint, assumed to be sta. 1379+00 to sta. 1382+50 and all applicable maintenance of traffic work. The Substantial Completion Deadline for the Project is May 31, 2026.

NEPA is not expected to be complete at the time of Project award. To ensure an objective NEPA process, the Department will maintain all NEPA decision-making responsibility.

The Contractor shall be responsible for applying for, obtaining, and ensuring the Work complies with any permit directly related to the grouting of the mine voids and the overburden.

The Department will be responsible for obtaining all other Environmental Permits. The Offeror will be required to provide support to ODOT in the permit application process.

### 1.3 Project Goals

Project Goals are inclusive of primary goals identified as part of the NEPA and specific contract objectives identified for this Project.

- A. To Stabilize S.R.7;
- B. To Keep one lane of S.R. 7 open in each direction for the duration of the Project;
- C. To Achieve effective project delivery; and
- D. To Minimize physical intrusion and impact on the environment.

### 1.4 Procurement Schedule

The Department currently anticipates conducting this procurement process (the “Procurement Process”) in accordance with the following list of milestones (the “Procurement Schedule”). This Procurement Schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, at its sole discretion.

**Table 1: Procurement Schedule**

<i>Milestone</i>	<i>Date</i>
Draft RFP Release	Friday, January 5, 2024
Final RFP Release	Friday, March 1, 2024
Last date for Offeror team registration ( <u>Form E</u> – Offeror Team Registration)	Wednesday March 13, 2024
Pre-Proposal One-on-One Meeting No. 1 (Regarding the RFP)	Wednesday, March 20, 2024
Addendum Release	Friday, April 5, 2024
Proposal Due Date	Friday, April 12, 2024, at 10:00 a.m. Eastern Time
Interviews	Thursday, May 2, 2024
Apparent Best Value Selection Announcement	Friday, May 10, 2024



<i>Milestone</i>	<i>Date</i>
Anticipated Award Date	Wednesday, June 5, 2024

## 1.5 Draft Preconstruction and Construction Schedule

A draft schedule of Preconstruction and Final Engineering and Construction milestone dates is included in Table 2 (Preconstruction and Final Engineering and Construction Schedule). This schedule is subject to revision upon coordination with the Contractor and the Department.

**Table 2: Preconstruction and Final Engineering and Construction Schedule**

<i>Milestone</i>	<i>Date</i>
Sub-Phase 1A Notice to Proceed	Wednesday, July 24, 2024
Sub-Phase 1B Notice to Proceed	Wednesday, October 9, 2024
Phase 2 (Final Engineering and Construction) Proposal NTP and Construction Commencement	Friday, March 7, 2025

## 1.6 Reference Information Documents

Reference Information Documents (“RIDs”) are available for further information pertaining to the Project at the following link: <ftp.dot.state.oh.us - /pub/construction/JEF7MineGroutPDB/>

Reliance on the RIDs shall be governed by Section 3.5.1 of the PDBC.

## 2 RFP PROCESS

Offerors will have an opportunity to attend one Pre-Proposal One-on-One meetings with the Department prior to the Proposal Due Date. The Department will interview Offerors after receipt of Proposals as part of the evaluation process. If an award is made, the Department will execute the PDBC with the responsible and responsive Offeror that is determined by the Department to provide the best value to the Department and be in the best interest of the Department.

### 2.1 Examination of RFP and Requests for Clarification

Each Offeror shall be solely responsible for (a) examining, with appropriate care and diligence, the RFP, RIDs, and any other documents or information provided by the Department, prior to submitting the Proposal (collectively, the “RFP Documents”), (b) requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained in the RFP, or of any provision that such Offeror fails to understand and (c) informing itself with respect to any and all circumstances which may in any way affect the nature of its Proposal or the performance of its obligations if such Offeror enters into a PDBC with the Department.

Should a question arise at any time during any portion of the Procurement Process, the Offeror may seek clarification by submitting a clarification question using the Department’s Pre-Bid

website (referencing Project Number 243002).

[Pages – PBQs \(state.oh.us\)](https://state.oh.us)

The Department will post a response on its website to RFCs submitted. Responses to RFCs posted on the Department's website are not revisions to the Contract Documents and are not binding. Any response requiring a revision to the Contract Documents will be implemented through issuance of Addenda to the RFP.

## 2.2 Pre-Proposal One-on-One Meetings

The Department intends to provide each Offeror the opportunity for one Pre-Proposal One-on-One Meeting with the Department prior to the Proposal Due Date to discuss issues and clarifications regarding the RFP. In-person attendance is preferred, but a virtual option will be available upon request. Pre-Proposal One-on-One Meetings will be held on the dates set forth in Section 1.4 (Procurement Schedule) and/or on any such other dates that may be designated by the Department in writing to Offerors. Federal Highway Administration (FHWA), other stakeholders, and consultants to the Department may also participate in the Pre-Proposal One-on-One Meetings.

To be eligible to participate in a Pre-Proposal One-on-One Meeting, an Offeror must register its team by the date specified in Section 1.4 utilizing Form E (Offeror Team Registration). During the Pre-Proposal One-on-One Meetings, Offerors may ask questions and the Department may provide responses for informational purposes. Any responses provided by the Department during the Pre-Proposal One-on-One Meetings may not be relied upon; however, the Department may, in its discretion, and subject to Section 2.1 (Examination of RFP and Requests for Clarification) above, respond in writing to questions or comments raised in Pre-Proposal One-on-One Meetings and/or incorporate the substance of its responses into the RFP by Addenda. The Department reserves the right to disclose to all Offerors any issues raised during the Pre-Proposal One-on-One Meetings if, in the judgement of the Department, such issues would jeopardize a fair and equitable Procurement Process. The Department will use commercially reasonable efforts to maintain the confidentiality of information related to Offerors and their Proposals as required to comply with this Section 2.2, Section 4.4 (Confidentiality/Public Information Act Disclosure Requests), and applicable law.

Additional information regarding the Pre-Proposal One-on-One Meetings will be provided by the Department to registered Offerors.

## 2.3 Addenda

The Department reserves the right, in its sole discretion, to revise, modify, or change the RFP and/or Procurement Process at any time before the Proposal Due Date shown in Section 1.4 (Procurement Schedule). Any such revisions will be implemented through issuance of Addenda to the RFP.

## 2.4 Errors

If any mistake, discrepancy, deficiency, ambiguity, error, or omission is identified by an Offeror at any time during the Procurement Process in any of the RFP Documents supplied by the Department, the Offeror shall notify the Department of the mistake, discrepancy, deficiency, ambiguity, error or omission and recommend a correction in writing in accordance with Section 2.1 (Examination of RFP and Requests for Clarification).

## **3 GENERAL**

### **3.1 Funding**

The Department's plan of finance for the Project contemplates that the Department will fund the design and construction of the Project using a combination of federal funds and State of Ohio funds. Payments will be made by the Department in accordance with the negotiated PDBC.

Please refer to ODOT's Project Management System ELLIS for information regarding the amount of funding for the Project. For clarity, the Department has \$50,000 for Phase 1A and \$350,000 for Phase 1B.

### **3.2 Federal Requirements**

In order to preserve the ability of the Department to use federal funding for the Project, the Procurement Process and the Contract must comply with all applicable federal laws and regulations.

### **3.3 DBE Requirements**

The Department has determined that federal Disadvantaged Business Enterprise ("DBE") requirements will apply to the design and construction of the Project and has adopted a plan to provide DBE firms opportunities to participate in the delivery of the Project as service providers, vendors, contractors, subcontractors, advisors, and consultants. The Department has adopted the definition of DBE set forth in 49 CFR § 26.5. Offerors' DBE compliance obligations shall be governed by all applicable federal DBE regulations, including 49 CFR Part 26, as well as applicable requirements set forth in the PDBC.

The Department is targeting a DBE goal of at least % of the Contract Price the Project. The DBE goal for the Project will be established by the Department, after discussions between the Offeror and Department, and incorporated as part of the Phase 2 Change Order. Prior to execution of the Phase 2 Change Order, the Offeror will be required to submit a detailed DBE Performance Plan to achieve the DBE participation goal.

### **3.4 OJT Requirements**

The Department has determined that federal On the Job Training (OJT) requirements will apply to the Project. The Department has adopted the definition of OJT set forth in 23 CFR § 230. OJT compliance obligations shall be governed by all applicable federal OJT regulations, as well as applicable requirements set forth in the Contract.

ODOT anticipates a goal of % of total labor hours for the Project be performed by trainees.

The OJT goal will be agreed upon between the Offeror and the Department and finalized by the Department as part of the Phase 2 Change Order.

### **3.5 Self-Performance Requirement**

The Offeror shall perform Phase 2 Work amounting to not less than 35 percent of the Contract Price with its own organization, unless otherwise approved by the Department.

## **4 PROCUREMENT PROCESS**

### **4.1 Procurement Method**

The Procurement Process intended to be used by the Department is described below; provided that the Department reserves the right, in its sole discretion, to modify the Procurement Process to comply with applicable law and/or to address the best interest of the Department, including canceling the Procurement.

Following Proposal submission, the Proposal will be scored according to the criteria in Section 7 (Evaluation Process). The Department will then perform interviews in accordance with Sections 7.4 (Interviews) and 7.5 (Technical Proposal and Interview Evaluation). Following interviews and evaluation of interviews, the Department intends to select an Offeror for conditional award based on the Department's determination of apparent best value and finalize a PDBC for award and execution. If the Department and the apparent best value Offeror are unable to finalize and execute a PDBC, the Department may award the Project to the next highest rated Offeror.

Alternatively, the Department may modify and re-issue the RFP, or terminate the Procurement Process.

### **4.2 Authorized Representatives and Offeror Registration**

The Department has designated the following individual to be its authorized representative for the procurement (the "Authorized Representative"):

Chase Wells  
Alternative Project Delivery  
Administrator Ohio  
Department of Transportation  
1980 W. Broad Street, Columbus, Ohio  
43223 E-mail: Chase.Wells@dot.ohio.gov

All official Project communications will be provided from the Department's Authorized Representative.

Each Offeror shall timely register with the Department by submitting Form E (Offeror Team Registration) by email to the Department's Authorized Representative. Subject to applicable state and federal law as described in Section 4.4 (Confidentiality/Public Information Act Disclosure Request) hereof, Form E will remain confidential until after an award is made. Any

change in an Offeror Team's organization after its registration is subject to [Section 5.5](#) (Changes in Offeror's Organization). The Department reserves the right to reject any Proposal submitted by an Offeror that did not timely register pursuant to this [Section 4.2](#) (Authorized Representatives and Offeror Registration) or that failed to timely seek approval of any post-registration change in its organization pursuant to [Section 5.5](#) (Changes in Offeror's Organization).

As part of [Form E](#), each Offeror will identify a point of contact (Procurement Point of Contact or PPC). The PPC will be responsible for initiating or receiving all communication with the Department and must be delegated the full authority of the Offeror to communicate with the Department throughout the Procurement Process. Following registration, all Offeror submissions and communications with the Department should be made through the PPC.

The Department will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified in this ITO.

### **4.3 Rules of Contact**

The rules of contact described herein apply from release of the RFP until selection of the best value Offeror or until the formal cancellation of the Procurement Process by the Department. During the Procurement Process, no employee, member, agent, advisor, or consultant of any Offeror Team may undertake any ex-parte communications, directly or indirectly, regarding this Procurement Process with any representative of the Department, or FHWA, including their staff, advisors, contractors, or consultants, except for communications expressly permitted by this RFP.

After an Offeror's submission of its [Form E](#) (Offeror Team Registration), the Offeror may not communicate with another Offeror with regard to the Project, the Proposal, or any other Offeror's Proposal.

Any verified allegation that an Offeror has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for the Department to disqualify the Offeror from participating with any Offeror; all at the sole discretion of the Department.

### **4.4 Confidentiality/Public Information Act Disclosure Requests**

#### **4.4.1 Confidentiality Rules**

All documents and materials submitted by the Offerors in conjunction with this Procurement Process will be subject to Section 149.43 of the Ohio Revised Code, also known as the Public Records Act. Offerors are encouraged to familiarize themselves with the Public Records Act and any other laws applicable to the disclosure of documents and materials submitted in connection with this RFP and to the matter of confidentiality and public information. The Department will not advise an Offeror as to the nature or content of documents or materials entitled to protection from disclosure under such laws or as to the interpretation of such laws, or as to the definitions of "proprietary," "privileged" or "confidential trade secrets", or commercial or financial

information.

Nothing contained in this RFP shall modify or change the obligations of the Department under the federal Freedom of Information Act (FOIA) or other applicable law. Determinations regarding the confidentiality of Proposal information or other materials submitted as part of this Procurement Process will be made by the Department in accordance with applicable law. Under no circumstances will the Department be responsible or liable to an Offeror or any other party as a result of disclosing any such materials.

#### **4.4.2 Trade Secrets**

ORC Section 5501.03, prevents disclosure of any materials or data submitted to, made available to, or received by the Ohio Director of Transportation, to the extent that the materials or data consist of trade secrets, as defined in section 1333.61 of the Revised Code (addressed below), or commercial or financial information, as ORC Section 5501.03 deems this information confidential, not public records for the purposes of the Public Records Act , and will therefore not be subject to disclosure.

##### **4.4.2.1 Definition**

- A. "Trade secret" is defined in ORC Section 1333.61(D) as "information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:
- B. It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- C. It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

##### **4.4.2.2 Processing and Disclosure of Procurement Information**

During the Procurement Process, the Department does not intend to share with, or convey to, any person the information provided by the Offeror, unless either (i) disclosure is required by applicable law, or (ii) the Offeror gives prior written approval for such disclosure.

In the event the Department is requested to disclose any information that has been marked as "trade secret", the Department shall respond with a redacted copy prepared by the Department (the "Department Response").

In the event that an Offeror asserts a right to any redacted information in the Department Response with regard to any complete or partial document(s), data, or record(s), the Department intends to notify the Offeror of the assertion of right(s) (the "Notice of Rights"), and from the date the Offeror receives the Notice of Rights, the Offeror shall have the responsibility to respond to the requestor asserting that the information requested is exempt from disclosure under applicable law.

The Department shall not be obligated to maintain in confidence any information that is not a trade secret including information that (a) is already known by the State, (b) is or comes into the public domain through no fault of the State, (c) is independently developed by the State, or (d) comes to the State from a third-party in a manner not in violation of any obligation of confidentiality by such third party to the Offeror.

State law generally requires that documents which contain both confidential/trade secret and non- confidential information be disclosed with confidential information redacted.

#### **4.5 Observers During Evaluation**

Offerors are advised that observers from federal or other agencies, as well as Department consultants, may observe the Proposal evaluation process and will be permitted to review the Proposals after the Proposal Due Date and attend interviews. Observers may include representatives from the Department, Department hired consultants, FHWA and their outside advisors. Observers will have access to the Proposals and may provide comments to the Proposal Evaluation Team. Outside observers will be required to sign the Department's standard confidentiality agreement.

#### **4.6 Improper Conduct and Non-Collusion**

No Major Participants shall undertake any of the prohibited activities identified in Form C (Offeror Team Certifications and Questionnaire).

### **5 OFFEROR TEAM ORGANIZATION**

#### **5.1 Registration of Businesses**

It is required that the Offeror is properly authorized and licensed under the laws of the State of Ohio to conduct business in this State of Ohio; and will remain in good standing to do business in the State of Ohio for the duration of the Project. If an Offeror has not performed work in Ohio, it must also be in good standing to do business in its home jurisdiction.

#### **5.2 ODOT Prequalification**

All Offerors responsible for professional and construction services on the Project must be prequalified by the Ohio Department of Transportation according to Ohio Revised Code (ORC) Chapters 5525 & 5526. Services that require prequalification may only be performed by firms that are prequalified for those services at the time of performance of the services.

The Offeror is responsible for ensuring all Offeror Team firms responsible for professional and construction services on the Project are prequalified with the Department, as applicable, in accordance with Form D (Prequalification). Failure by the Offeror to meet the requirements of Prequalification may result in the Offeror being disqualified from the Procurement Process.

#### **5.3 Organizational Conflicts of Interest**

The Department may reject any Proposal received in violation of this Section 5.3's

requirements.

Each Offerors' attention is directed to Federal Code Section 23 CFR Part 636 Subpart A and in particular Section 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

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

Offerors are prohibited from receiving any advice or discussing any aspect relating to the Project or Procurement Process with any person or entity with an organizational conflict of interest. The Department may disqualify an Offeror if an organizational conflict of interest exists.

Each Offeror agrees that if an organizational conflict of interest is discovered, the Offeror must make an immediate and full written disclosure to the Department that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Department may, at its discretion, cancel the contract for this Project.

The Offerors' attention is further directed to Ohio Administrative Code (OAC) Section 4733-35-05 (C) and the requirements regarding organizational conflicts of interest. For guidance in determining if you would have a Conflict of Interest, please review the Department's Specifications for Consultant Services (primarily sections 2.15 through 2.18) and the referenced Codes within those applicable sections.

The Specifications for Consultant Services can be found at:

<http://www.dot.state.oh.us/Divisions/Engineering/Consultant/ConsultDocs/Specifications%20for%20Consulting%20Services%202016.pdf>.

While all of the references are for engineering or surveying services, the Department will use the same level of scrutiny for any consultant service.

Each Offeror shall identify potential conflicts of interest or a real or perceived competitive advantage relative to this Procurement Process. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to the Department's Office of Consultant Services prior to the submittal of the Proposal and the Offeror may request a waiver of the conflict of interest for the Department's consideration. Information on submitting a Conflict Waiver Request can be found at:

<http://www.dot.state.oh.us/Divisions/Engineering/Consultant/Pages/Manuals-and-Contract-Documents.aspx>.

Waiver Requests shall be directed to Susan Stehle by email at [Susan.Stehle@dot.ohio.gov](mailto:Susan.Stehle@dot.ohio.gov) or mailed to:

Office of Consultant Services



Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 4100  
Columbus, Ohio 43223  
Attn: Susan Stehle

The Department, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as an Offeror for the Project. The Department will attempt to make all reasonable efforts to timely respond to a waiver request.

**Each Major Participant will be required to complete a Conflict of Interest Certification on Form C (Responsible Offeror Certifications and Questionnaire).**

The following firms will not be allowed to participate as an Offeror due to a known conflict of interest. This list shall not be considered all-inclusive and may be supplemented by the Department throughout the Procurement Process.

- A. Garver
- B. Mead & Hunt

## **5.4 Debarment or Suspension**

No firm may participate in any Offeror Team to the extent that such firm is currently debarred, suspended, disqualified, or removed from bidding (including having been removed from bidding by the Department on account of pending liquidated damages on other projects) or performing work for the State of Ohio the federal government or more than three state governments or is subject to any proposed, pending, or past debarment, or suspension, in the past three years prior to the Proposal Due Date. Each Offeror will be required to acknowledge and certify that all firms meet the requirements of this Section 5.4 at the time of Proposal submission.

## **5.5 Changes in Offeror's Organization**

Except as provided in the PDBC and in this Section 5.5, Offeror's Team as identified in its Form E (Offeror Team Registration) and subsequently in its Proposal must remain the same for the duration of procurement. If an Offeror wishes to make changes in the team members identified in its registration with the Department, including, without limitation, additions, deletions, reorganizations, and/or role changes in or of any of the foregoing, Offeror shall submit to the Department a revised Form E as soon as possible, but in no event later than the last date for Addenda set forth in Section 1.4 (Procurement Schedule).

After Proposals are submitted, the Major Participants identified in the Proposal may not be removed, replaced, or added to without the written approval of the Department. The Department may revoke an awarded contract if any the Major Participants identified in the Proposal is removed, replaced, or added to without the Department's written approval. To qualify for the Department's approval, the written request must document that the proposed removal,

replacement, or addition will be equal to or better than the individual or firm provided in the Proposal. Requests shall demonstrate, to the Department's satisfaction, that (a) the current Offeror team, including any replacement entity, meets the criteria set forth in the ITO and (b) the replacement or removal of the Major Participants identified in its Proposal will not affect, in whole or in part, the basis upon which the Offeror is evaluated. Requests for removals, replacements and additions must be submitted in writing to the Department's Authorized Representative as described in Section 4.2 (Authorized Representatives and Offeror Registration). The Department is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

## **5.6 Participation On More Than One Offeror Team**

Major Participants are prohibited from directly, or indirectly, participating in any capacity on more than one Offeror's team. This prohibition includes the participation on different teams through related corporate entities, such as an entity that directly or indirectly controls another entity, or two entities that are under common control. If Major Participants fail to comply with this prohibition, all Offeror teams on which such Major Participant is participating may be considered non-responsive and the Department may reject the corresponding Proposal.

# **6 PROPOSAL REQUIREMENTS**

## **6.1 General Provisions Regarding Proposals**

Proposal contents, information, organization, formatting, and submission shall adhere to the requirements of this ITO and ITO forms. Any failure to provide all the information, all completed forms or information in the format and organization specified, or the submittal of a Proposal subject to any reservations, qualifications, conditions, assumptions or which contains an alteration, deviation, or is non-compliant in any manner, may result in the Department's rejection of the Proposal or giving it a lower rating, in its sole discretion.

## **6.2 Proposal Contents**

The instructions and requirements for the Administrative Proposal, the Technical Proposal, and the Financial Proposal shall be organized in the order listed herein and shall be clearly indexed.

## **6.3 Proposal Due Date**

The completed Proposal shall be delivered no later than the Proposal Due Date and time specified in Section 1.4 (Procurement Schedule) in the methods specified in this Section 6.

## **6.4 Signatures Required**

Form A (Proposal Letter) shall be executed by the Offeror and shall be accompanied by evidence of signatory authorization as specified in Form A (Proposal Letter). Signatures on documents included in the original Proposal may be original (handwritten) or electronic (digital) signatures.

Electronic signatures must be applied by an authorized representative using One Span and be accompanied by a written statement acknowledging the intent of the signatory, and that of the party on whose behalf the signatory is signing, that the signature be binding.

## 6.5 Proposal Format

### 6.5.1 Submission Format Requirements

Through ODOT LiquidFiles, each Offeror shall submit two electronic files of the Proposal, as follows:

- A. One electronic searchable single file PDF format (compatible with Adobe and Bluebeam software) which does not restrict printing or copying text, images, and other content.
- B. One electronic password protected single file PDF format which restricts modification of the file, copying of text, images, or other content. The submission must be able to be read by the Department. The Offeror is not required to supply the password.

A cover sheet shall be provided within the submission, and it shall list the page numbers of every occurrence of a “trade secret” within the Proposal.

### 6.5.2 General Format Requirements

Proposal formatting requirements are as follows:

- A. All pages shall be 8.5-by-11 inches.
- B. Font shall be at least 12-point in Times New Roman (normal spaced lettering). Financial Information (including financial capability information), such as that provided by reporting / auditing agencies, may be provided using different font sizes provided they are legible.
- C. Text contained on charts, exhibits, tables, figures, and other illustrative and graphical information may use a smaller font size and/or different font type but shall be legible.
- D. All pages shall be numbered with a footer depicting, at a minimum, Offeror’s name and page number (Offeror name – Page X of XX). Margins shall be at least 1 inch all around. The page number may lie within the 1-inch margin.
- E. Proposal divider pages will not be counted towards the maximum number of pages unless the divider pages contain expounding information, as determined by the Department.
- F. If an Offeror is compelled to include material in addition to the information requested, the Offeror shall append that material to the end of the most appropriate section. Additional material is subject to the page limitations.
- G. All information, layout, and page formatting shall be identical in all copies. If information is materially different between copies, the Proposal may be rejected.
- H. Submissions exceeding the page limitations (see [Table 3](#) (Proposal Page Limitations)), substantial deviations from formatting requirements, or failing to follow the section format instructions outlined above are grounds for rejection and may deem the Offeror non- responsive.

**Table 3: Proposal Page Limitations**

<i>Proposal Section</i>	<i>Max No. of Pages</i>
<b>Administrative Proposal</b>	
Forms (including supporting information requested with Forms)	As Needed
<b>Technical Proposal</b>	
Offeror Organization and Key Personnel	6
Offeror Team Capabilities and Experience	6
Project Understanding and Approach	5
<b>Financial Proposal (Surety Letter)</b>	
Surety Letter	As Needed
Competitive Bidding Element	N/A (use Bid Express)

## 6.6 Electronic Submission

### 6.6.1 Electronic Submittal of Proposal

The Proposal, excluding the Competitive Bidding Element in accordance with Section 6.9.2 (Competitive Bidding Element (Mark-Up)), shall be submitted electronically through a Department secured file sharing system (ODOT LiquidFiles) no later than the Proposal Due Date and time specified in Section 1.4 (Procurement Schedule). Additional information on ODOT LiquidFiles can be found at:

<https://fileshare.dot.state.oh.us/img/External-Invited-User-Guide-ODOT-LiquidFiles.pdf>.

Contact the Department (Chase Wells, Ph. 614-466-4789) to establish a LiquidFiles account and to submit test submissions for verification.

### 6.6.2 Electronic Submittal of Competitive Bidding Element

To meet the bidding requirements of the Ohio Revised Code Section 5525.01, each Offeror is required to file with its bid a certified check or cashier's check for an amount equal to fifty thousand dollars (\$50,000) payable to the "Director of Transportation." The Department's Office of Contracts will accept a check up to 72 hours in advance of the letting. The Office of Contracts must receive the certified check or cashier's check by 10:00 a.m. on the Proposal Due Date. All checks must be sent to ODOT, Office of Contracts, Attention: Letting Manager, Fourth Floor, 1980 W. Broad St., Columbus, Ohio 43223. The Department will accept an electronic transfer of the \$50,000 from the Offeror or one of its members, as allowable by the ORC. The check shall be forthwith returned to the Offeror in case the Contract is awarded to another Offeror, or, in

case of a successful Offeror, when the successful Offeror has entered into the Contract.

The submission of the Competitive Bidding Element shall be submitted in multiple appearances. These appearances are the 1) Bid Express Competitive Bidding Element and 2) the Sealed Competitive Bidding Element. The price reflected in the Bid Express Competitive Bidding Element and Sealed Competitive Bidding Element will include Phase 2 Mark-up as described below. Each form shall contain the same pricing. The Department will only view Bid Express Competitive Bidding Element (or Sealed Competitive Bidding Element if applicable) after the evaluation of the Technical Proposals and Interviews.

### **6.6.2.1 Bid Express Competitive Bidding Element**

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittals. Offerors must submit their Phase 2 Mark-Up via Bid Express via the Project Bids (EBSX) files applicable to the Project.

The Offeror shall enter the Phase 2 Mark-Up as the "Unit Price". The value of the "Unit Price" entry shall be greater than or equal to "\$8.000", but less than or equal to "\$16.000". For example, a bid unit price entry of "\$15.000" will be interpreted as 15.000%.

The Department's Office of Contracts will provide Offerors with RFP Documents and any required Addenda through the Department's website. Addenda will not be provided by hard copy but will be available on the Office of Contracts website at: <http://contracts.dot.state.oh.us>.

Any interested parties and Offerors will be notified of all addenda via email by requesting to be considered "Plan Holders". To be considered a "Plan Holder", submit the necessary information at the following website:

<https://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/planholders.aspx>.

All proposals, plans, Project Bids (EBSX) files and addenda are also available on the Office of Contracts website (Project Number 243002): <http://contracts.dot.state.oh.us/home.do>.

Addenda and/or amendments to the RFP must be acknowledged in the Bid Acknowledgement section of the Project Bids (EBSX) file in order for any Offeror's Proposal to be considered for award of the PDBC. The section contains the certification of receipt of all proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the Offeror's outstanding ODOT and non-ODOT work have also been included in this Section 6.6.2. Bid Express will not accept Proposals that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Proposal (EBSX) submissions will result in the rejection of your Proposal.

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of Proposals. In the case of disruption of national communications or loss of services by <http://www.bidx.com> during this two-hour period, the Department will delay the deadline for bid submissions to ensure the ability of potential Offerors to submit Proposals. If this occurs, instructions will be communicated to potential Offerors.

Submissions will NOT be accepted after the time specified except in extreme and unusual circumstances recognized by the Department.

### **6.6.2.2 Sealed Competitive Bidding Element**

The Sealed Competitive Bidding Element consists of the Competitive Bidding Element in PDF format and a copy of the Expedite file submitted through the Bid Express website; essentially, a copy of Bid Express Competitive Bidding Element. The Expedite file shall be used to create the PDF version. The Sealed Competitive Bidding Element (both files) shall be submitted utilizing LiquidFiles. Offerors shall password protect the PDF copies of the Sealed Competitive Bidding Element to prevent unintentional viewing by the Department. Offerors are responsible to determine and retain the password and will be required to deliver the password to the Department upon request per the requirements of Section 7.6.2 (Public Opening of Competitive Bidding Element).

## **6.7 Administrative Proposal**

The Administrative Proposal shall include the following forms and information as included in this Section 6.7. No page limits apply to the Administrative Proposal.

### **6.7.1 Proposal Letter (Form A)**

The Administrative Proposal shall include Form A (Proposal Letter). The Offeror shall attach to the Proposal Letter the documents and information required to demonstrate the capacity for signature described in Form A.

### **6.7.2 Information About Offeror (Form B)**

The Administrative Proposal shall include a completed Form B (Information About Offeror's Team).

### **6.7.3 Responsible Offeror Certifications and Questionnaire (Form C)**

The Administrative Proposal shall include Form C (Offeror Team Certifications and Questionnaire) from **all** Major Participants. The forms shall be signed by an authorized representative and shall include evidence of signature authorization for each such individual.

### **6.7.4 Prequalification (Form D)**

The Administrative Proposal shall include Form D (Prequalification), listing the Major Participant(s) intended to perform each work type and Major Participant(s) to perform Design Work along with the status of their prequalification. At a minimum, categories requiring prequalification by Project award shall include firms who will perform the Work.

## **6.8 Technical Proposal**

## 6.8.1 Design-Build Team Organization and Key Personnel

The Offeror shall provide sufficient information to enable the Department to understand and evaluate the Offeror's team.

### 6.8.1.1 Organization Chart

The Offeror shall provide an organization chart. The organization chart shall show the "chain of command" of the required Key Personnel roles proposed for the Offeror's Team regarding the Project. Include any other roles critical to the Offeror's approach. At a minimum, the organization chart shall show all Key Personnel and how the Offeror is structured to deliver the Work.

Font requirements on the organization charts will not be enforced, but Offerors shall ensure it is legible and clear.

### 6.8.1.2 Narrative

The Offeror shall include a narrative to describe the interactions between positions, functions of shown intended roles, and other planned team integration techniques intended.

### 6.8.1.3 Key Personnel

This Section 6.8.1.2 shall include resumes of Key Personnel as described in Table 4 (Key Personnel). Resumes shall be limited to no more than one page per individual. Key Personnel roles may only be performed by one person. One individual may not fill the role of more than one position. Resumes for individuals shall be on separate and distinct pages.

Resumes should demonstrate the abilities of all identified Key Personnel through a description of qualifications, experiences, and performance of similar tasks on previous similar recent relevant projects. These qualifications and experience should provide confidence to the Department that the Project will be effectively managed through personal competence and accountability.

Resumes for all Key Personnel shall provide the following information:

- A. The individual's position and authority within the Offeror's Team.
- B. Previous projects, similar in nature to the proposed project or other significant efforts for which the individual has performed a similar function.
- C. Identify estimated percentage of their weekly time that the individual will be dedicated to the Project during the Preconstruction Phase and the Construction Phase.
- D. Relevant experience, professional registrations, education, and other components of qualifications applicable to this Project.
- E. Any unique qualifications.
- F. A statement indicating that the individual is currently employed by a member of the Offeror's Team at the time of the Proposal Submittal.

### Table 4: Key Personnel

<b>Key Personnel</b>	<b>Duties/Qualifications</b>
<b>DBT Project Manager</b>	The DBT Project Manager is responsible for all aspects of the Project, including, but not limited to, overall design, environmental compliance, construction, quality management, and contract administration. Preferences include at least 10 years' experience as a Project Manager and experience with Design-Build Project Delivery.
<b>DBT Geotechnical Design Engineer</b>	The DBT Geotechnical Design Engineer shall be responsible for meeting the requirements of the Contract Documents for all geotechnical elements on the project, including grouting operations and stabilization of soft overburden areas. The DBT Geotechnical Design Engineer shall have 5 years of experience working in a similar capacity on similar highway projects of comparable complexity.
<b>DBT Geotechnical Construction Manager</b>	The DBT Geotechnical Construction Manager is responsible for managing the construction of the Project. Preferences include recent management experience, design-build experience, and grouting/ roadway stabilization operations.

## 6.8.2 Design-Build Team Capabilities and Experience

Provide the requested specific information as it relates to previous project experience and anticipated project management approaches.

### 6.8.2.1 General Offeror Experiences

Describe the general experience of the Offeror Team. Focus on specific firm experience that relates to carrying out the proposed project and how the experience will ensure success of the Offeror's general approach to the Project.

### 6.8.2.2 Technical Experience Attachments

The Technical Proposal shall include Technical Experience Attachments, which shall not exceed 4 pages total. Provide project information consisting of descriptions of projects completed by the Offeror Team. Include work by the Offeror that best illustrates current qualifications relevant to this Project. Projects should be completed within the last 10 years or substantially completed. Specify if noted Cost of Project is Design Cost or Construction Cost. Technical Experience Attachments shall be limited to one page per project.

- A. Technical Experience Attachments should demonstrate experiences in the following areas:
  1. Design and Construction of projects of scope and complexity relatable to this Project.
  2. Experience in the successful previous adoption of fair costing processes / negotiation of a GMP / Lump Sum under PDB / CMGC arrangements.
  3. Bringing innovation to meet budget constraints as part of early contractor involvement.
  4. Timely completion of projects of scope and complexity relatable to this Project.
  5. Proposed Key Personnel members' roles (if applicable) and/or firms' role with the Project, and the ability to function in a coordinated high performing team.



- B. Each Technical Experience Attachment must clearly include the following information:
1. Sponsoring/Owner Agency's Project Name, Project Location, and contract type (e.g., PDB, DB, DBB, CMGC). Provide any commonly known industry-wide name (if applicable) and
  2. Owner's project number (If applicable);
  3. Name of the representative firm and the firm's responsibility;
  4. Overall project contract value and date on which the value was established. Provide represented firm's contract value for which firm was directly responsible. Where a portion of the work was subcontracted, include both the represented firm's total contract value and the percentage subcontracted;
  5. The sponsor/owner's contact information (project manager name, phone number, e-mail address). If the owner's project manager is no longer with the owner, provide an alternate contact at the agency that is familiar with the project. The alternate contact must have played a leadership role for the owner during the project;
  6. Dates of design (if applicable) and construction (if applicable);
  7. General Description of the overall project;
  8. Detailed description of the work or services provided, and percentage of the overall project actually performed (as relative to costs); and
  9. Description of original scheduled completion deadlines and actual completion dates, as applicable to the Offeror. Describe reasons for completing the project in advance of the contract completion deadline. Describe reasons for completing the projects later than the contract completion deadline specified within the original contract. Provide the value of any liquidated damages and/or penalties, and reasons for assessed liquidated damages and/or penalties, if applicable.

It is the Offeror's responsibility to ensure contact information is up to date. Information which cannot be verified shall be scored accordingly.

### **6.8.3 Project Understanding and Approach**

#### **6.8.3.1 Overall Approach**

Describe the Offeror's overall approach to deliver the Work described in the RFP, specifically including:

- A. Offeror's understanding of the Project Goals set forth in Section 1.3 (Project Goals), methods expected to meet project specific objectives, and the approach to help the Department achieve the Project Goals;
- B. Address the Offeror's anticipated general approach to:
  1. Managing risks specific to the Project after Award; and
  2. Monitor the quality of the Work to ensure high quality for the duration of the Project.

#### **6.8.3.2 Preconstruction Phase Approach (Phase 1 Approach)**

Describe Offeror's specific Preconstruction Phase (Phase 1) approach, specifically including:

- A. A description of Offeror's plan for coordination and collaboration with the Department;
- B. Offeror's approach to managing and delivering the RFP Scope;
- C. Offeror's approach to ensure that the Department receives a fair price for construction, including:
  - 1. an approach to developing construction methods, pricing, subcontracting, and risk pricing that drives innovation and cost savings during the OPC process;
  - 2. a description of the major cost components (i.e., cost drivers) for the Project and Offeror's approach to obtaining a fair price for these major cost drivers;
  - 3. a description of Offeror's approach to how subcontracting packages will be developed and advertised to the subcontracting community in an open and transparent process. This includes identifying work types that will be self-performed
- D. Offeror's approach to risk identification and mitigation during the Project Development Phase of the Project, identifying at least two key risks for this Project and proposing at least one mitigation strategy for each identified risk, to be performed during Phase 1, to eliminate or minimize the impact of the risk to the Project.

### **6.8.3.3 Construction Phase – Phase 2 (Final Engineering and Construction) Approach**

Describe Offeror's specific Phase 2 (Final Engineering and Construction) approach, specifically including:

- A. A description of Offeror's plan for coordination and collaboration with the Department;
- B. Offeror's overall construction management approach, including project controls methods and an approach to ensure accurate material quantity tracking; and
- C. Offeror's approach to quality assurance plan development and material quality control.

## **6.9 Financial Proposal**

### **6.9.1 Surety Letter**

The Financial Proposal shall include a single letter executed by Authorized Representatives the Surety as evidenced by a current certified power of attorney of each Surety. The letter shall meet the following requirements:

- A. Confirmation each Surety that it is (x) rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company; and (y) listed in the current United States Secretary of the Treasury, Fiscal Service, Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.
- B. A commitment on the part of each Surety to provide a Performance Bond and

Payment Bond for the Phase 1 Work, each in an aggregate amount of \$400,000, the Contract Price for Phase 1 of the Project, as the same may be increased from time to time by execution of a Change Order and Performance Bond Rider and Payment Bond Rider as applicable thereto, each in the forms attached as Exhibit K (Form of Payment and Performance Bonds) to the PDBC,

- C. Confirmation on the part of each Surety of its financial capacity and ability, as and when Change Orders are agreed upon between the Department and Offeror with respect to Phase 2, to increase the amount of the Performance Bond and Payment Bond, to an aggregate amount equal to the Contract Price for the initial Phase 1 Work and Phase 2 Work (the approximate total of all Phase 1 and Phase 2 Work is currently estimated to be approximately \$4 million as and when the Contract Price may be increased from time to time upon execution of each Change Order and the Performance Bond Rider and Payment Bond Rider, as applicable thereto.
- D. Such letter shall not include any conditions, qualifications, or reservations for underwriting or otherwise, other than:
  - 1. a statement on the part of each Surety that the commitment to issue the Performance Bond and Payment Bond for the aggregate amount of the Contract Price for Phase 1 is expressly conditioned upon the award and execution of the PDBC, by the Offeror and Department, and
  - 2. a statement on the part of each Surety of its financial capacity and ability to increase the aggregate amount of the Performance Bond and Payment Bond issued in Section 6.9.1(A)(1), as and when Change Orders are agreed upon between the Department and Offeror with respect to Phase 2 as set forth in Section 6.9.1(A)(2).
- E. The Surety or Sureties may reserve in the letter the right to approve any modifications to the PDBC prior to execution of the PDBC by the Department and Offeror that materially adversely impact the Surety obligations subsequent to the RFP submission, which approval by such Surety and/or Sureties shall not be unreasonably withheld, conditioned or delayed.

### **6.9.2 Competitive Bidding Element (Mark-Up)**

Offeror shall provide a Phase 2 Mark-Up between 8% and 16% using Bid Express in accordance with Section 6.6.2 (Electronic Submittal of Competitive Bidding Element).

Phase 2 Mark-Up will be applied in accordance with Exhibit G (Opinion of Probable Cost (OPC) and Pricing Process) of the PDBC.

### **6.10 Proposal Validity**

Proposals shall be valid for a period of 120 days after the Proposal Due Date. No Offeror may withdraw its Proposal within the 120-day period, unless notified by the Department that (a) no PDBC for the Project will be awarded by the Department pursuant to the RFP; (b) the Department has awarded the PDBC to another Offeror and has received the executed PDBC and other required documents; (c) the Department does not intend to award the PDBC to the Offeror; or (d) such Offeror is not the apparent best value or next highest ranking Offeror.

If the next best Offeror is notified during the 120-day period that it is selected for negotiations,

such Offeror shall be automatically deemed to have extended the validity of its Proposal for the period until 180 days after the Proposal Due Date. Any Offeror may elect to extend the validity of its Proposal beyond the time periods set forth above.

## **6.11 Withdrawals and Late Submittals**

Offeror may withdraw its Proposal at any time prior to the time due on the applicable Proposal Due Date by means of a written request signed by the Offeror. Such written request shall be submitted to the Department by email to the Department's Authorized Representative. A withdrawal of a Proposal will not prejudice the right of an Offeror to file a new Proposal provided that such new Proposal is received before the time due on the Proposal Due Date.

Proposals received after the time due on the Proposal Due Date may be rejected without consideration or evaluation. It is an Offeror's sole responsibility to see that its Proposal is received as required by this ITO.

## **6.12 Ownership of Proposal**

All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to the Department during this Procurement Process, whether included in the Proposal or otherwise submitted, become the property of the Department upon delivery to the Department, and will not be returned to the Offeror.

## **6.13 Proposal Costs Not Reimbursable**

The Department will not provide any Offeror with reimbursement for any costs incurred in connection with this procurement, and the Offeror is solely responsible for all costs and expenses, of any nature, associated with responding to this RFP and submitting a Proposal, including attending Pre-Proposal One-on-One Meetings, submitting RFCs regarding the RFP Documents, and providing any other pre- Proposal submittals, supplemental information, or Proposal revisions to the Department.

# **7. EVALUATION PROCESS**

## **7.1 Overview**

The Department's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this Procurement Process.

Technical Proposals will be evaluated by the Proposal Advisory Group. The Proposal Advisory Group consists of a Proposal Evaluation Team and an Executive Management Team. The Proposal Advisory Group may be assisted by any number of subgroups and/or subject matter experts within the Department, other involved agencies, and/or entities contracted by the Department.

Proposals will first be reviewed by a Proposal Evaluation Team for conformance to this ITO regarding organization and format, the responsiveness of the Offeror to the requirements set

forth in this ITO, and completeness of the Proposal. If responsive, Proposals will then be reviewed for compliance with the pass/fail criteria identified herein, as more fully set forth in Section 7.2 (Responsiveness and Pass/Fail Evaluation).

Responsive, “passing” Proposals will be further evaluated based on the Offeror’s ability to meet and exceed the requirements and objectives established in the RFP in a beneficial way that provides a consistently outstanding level of quality. The extent to which the Offeror meets or exceeds the evaluation criteria in Section 7.3 (Evaluation of Technical Proposals) and Section 7.6 (Evaluation of Financial Proposal) will be determined by the Proposal Evaluation Team in its sole discretion and will be reflected in the rating of each Proposal.

Thereafter, qualitative evaluation of Offerors’ respective interview performance will result in an interview score for each Offeror. An overall Proposal score inclusive of the interview score will result as further described in Section 7.7 (Overall Proposal Score).

The Proposal Evaluation Team will present their findings and recommended scoring information to the Executive Management Team for consideration. The Executive Management Team will examine the Proposal Evaluation Team’s findings and ratings. The Proposal Evaluation Team will establish Proposal and Interview scores with concurrence from the Executive Management Team based on the scoring guidelines within the ITO/RFP.

In each step, the Department may issue request for clarification to ensure Proposals are fully evaluated, and Offerors are given the opportunity to afford the Department clarifying information to aid in the evaluation, as more fully set forth in Section 7.8 (Requests for Proposal Clarifications/Revisions).

**Table 5: Evaluation Scoring Summary**

<i>Proposal Section</i>	<i>Criteria</i>
Administrative Proposal	Pass/Fail
Technical Proposal	40 Points
Offeror Organization and Key Personnel	10 Points
Offeror Team Capabilities and Experience	8 Points
Project Understanding and Approach	22 Points
Interview	20 Points
Competitive Bidding Element	40 Points
Total	100 Points

## 7.2 Responsiveness and Pass/Fail Evaluation

Upon receipt, the Proposals will be reviewed by a subcommittee of the Proposal Evaluation Team.

They will be reviewed (a) for the Proposal's conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP and (b) based on the pass/fail criteria set forth below.

### **7.2.1 Administrative Proposals**

Administrative Proposals will be evaluated based on the following pass/fail or responsiveness criteria:

- A. The Administrative Proposal includes all forms from all required Major Participants described in Section 6.7 (Administrative Proposal);
- B. The Offeror meets all Project prequalification requirements listed in Form D (Prequalifications) in accordance with Section 5.2.

### **7.2.2 Technical Proposals**

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

- A. The Technical Proposal includes all information required pursuant to Section 6.8 (Technical Proposal); and
- B. The Offeror Team included in the Proposal have not changed since the Offeror's registration with the Department, except with the Department's prior written approval.

### **7.2.3 Financial Proposals**

Financial Proposals will be evaluated on a pass/fail basis based on the Financial Proposal's inclusion of a Surety letter responsive to all criteria set forth in Section 6.9 (Financial Proposal).

### **7.2.4 Department Right to Exclude Proposals from Consideration or to Waive Mistakes**

Those Proposals that are not responsive to the RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and Offeror will be so advised. The Department may also exclude from consideration any Offeror whose Proposal contains a material misrepresentation or omission. The Department reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Proposals.

## **7.3 Evaluation of Technical Proposals (40 points)**

After completion of the pass/fail and responsiveness review, each Technical Proposal will be evaluated to determine its ability to meet or exceed the Project Goals and will be scored in the following categories, for a total maximum Technical Proposal score of 40 points:

- A. Offeror Team Organization and Key Personnel (10 points)
- B. Offeror Team Capabilities and Experience (8 points)
- C. Project Understanding and Approach (22 points)

The evaluation criteria for each category are described below. Each of the evaluation criteria will be evaluated and scored as noted. The Department will add the points awarded for each evaluation factor to determine the Technical Proposal score.

### **7.3.1 Evaluation Offeror Team Organization and Key Personnel (10 points)**

#### **7.3.1.1 Organization**

The Offeror Team's organization will be evaluated based on the extent to which such organization:

- A. Demonstrates an effective organization to deliver a progressive design-build delivery;
- B. Demonstrates an efficient structure that is capable of effective internal coordination and collaboration with the Department, its consultants, and Stakeholders; and
- C. Identifies appropriate personnel to perform the Work to facilitate successful Project delivery.

#### **7.3.1.2 Key Personnel**

The Offeror will be evaluated on the background, experience, and past performance of its required and Offeror-identified Key Personnel on projects of similar size, scope, and complexity. Key Personnel will be evaluated based on the extent to which:

- A. The required Key Personnel meet or exceed minimum requirements for qualifications and experience and provide experience that is likely to facilitate and improve successful delivery of the Project; and
- B. The Offeror-identified additional personnel provide value and have experience that is likely to facilitate and improve successful delivery of the Project.

The information provided in the Technical Proposal regarding the Offeror's Key Personnel, including resumes, will be used as deemed appropriate by the Department to assist in the evaluation of the Key Personnel qualifications and experience. At its discretion, the Department may elect to use reference information and disclosures, to make inquiries about or otherwise further examine the Offeror's technical qualifications and capability and may take into account such inquiries and examinations in assessing the criteria above.

### **7.3.2 Evaluation of Offeror's Capabilities and Experience (8 points)**

The Offeror's experience will be evaluated on the basis of the demonstrated competency, capability, and capacity of the Offeror Team to successfully deliver a project of similar size, scope, and complexity using alternative project delivery methods, particularly progressive design-build delivery. Specifically, the Department will evaluate the extent to which the Offeror's experience:

- A. Demonstrates experience designing and constructing projects of similar scope;
- B. Demonstrates experience collaborating with owners to determine cost effective solutions and resulting projects;
- C. Demonstrates experience and capability with open book pricing processes used in progressive design-build, CMGC delivery methods, or other comparable project

delivery methods; and

- D. Demonstrates relevant experience that will improve the likelihood of a successful project. Experience on completed projects will be given more weight than projects in progress.

The information provided in the Technical Proposal regarding the Offeror Team's project experience will be used as deemed appropriate by the Department for the evaluation of such firms' technical experience and capability. At its discretion, the Department may elect to use reference information and disclosures, to make inquiries about or otherwise further examine the Offeror's technical experience and capability and may take into account such inquiries and examinations in assessing the criteria above.

### **7.3.3 Evaluation of Project Understanding and Approach (22 points)**

#### **7.3.3.1 Categories**

Project understanding and approach will be evaluated to determine the Offeror's ability to meet or exceed the Project Goals and requirements and will be scored in the following categories:

- A. Project Approach – Overall Approach;
- B. Project Approach – Preconstruction Phase – Phase 1 (Preconstruction);
- C. Project Approach – Construction Phase – Phase 2 (Final Engineering and Construction).

#### **7.3.3.2 Overall Approach**

Project Approach – Overall Approach will be evaluated based on the extent the Offeror demonstrates:

- A. An understanding of the Project, Project Objectives, and Project Goals;
- B. Approach to:
  - 1. Managing risks specific to the Project after Award; and
  - 2. Monitoring the quality of the Work to ensure high quality for the duration of the Project.

#### **7.3.3.3 Preconstruction Phase (Phase 1)**

The Project Approach for Phase 1 will be evaluated based on the extent the Offeror demonstrates:

- A. An alignment with Project Goals and the concepts of progressive design-build delivery;
- B. An approach that effectively engages Key Personnel and other project personnel;
- C. An efficient and effective approach for internal coordination and collaboration and external coordination with, the Department, third parties, and stakeholders in connection with the Project;
- D. An understanding of the scope of work, schedule for the work, and effective processes to advance and manage the Project in a manner that is cost-effective and



- ensures quality while maintaining the schedule;
- E. An approach to acquiring injection permits in a timely manner; and
- F. An approach to developing construction methods, pricing, subcontracting, and risk pricing that drives innovation and cost savings during the OPC Process.

The Department will add the points awarded for each evaluation factor to determine the Project Understanding and Approach score.

#### **7.3.3.4 Construction Phase (Phase 2 – Final Engineering and Construction)**

The Project Approach for Phase 2 will be evaluated based on the extent the Offeror demonstrates:

- A. An alignment with Project Goals and the concepts of progressive design-build delivery;
- B. An approach that effectively engages Key Personnel and other project personnel;
- C. An efficient and effective approach for internal coordination and collaboration and external coordination with, the Department, third parties, and stakeholders in connection with the Project;
- D. An understanding of the scope of work, schedule for the work, and effective processes to advance and manage the Project in a manner that is cost-effective and ensures quality while maintaining the schedule; and
- E. An approach to ensure accurate material quantity tracking during construction.

### **7.4 Interviews (20 points)**

Following Proposal submission, Offerors will be required to attend an interview with the Department as described in this [Section 7.4](#). Interviews will be held on the dates set forth in [Section 1.4](#) (Procurement Schedule) at the following location:

ODOT District 11  
2201 Reiser Avenue,  
New Philadelphia, OH 44663

Each Offeror may bring to its interview any material that it believes may assist the Department in evaluating the Proposal. Each team will be required to attend the interview with all Key Personnel in attendance.

The Offeror may bring other individuals so long as the total number of attendees does not exceed eight.

The presentation and question and answer (Q&A) period will last approximately 45 minutes and will be qualitatively evaluated and scored by the Department.

#### **7.4.1 Interview Format**

The format of the interview will be as follows:

- A. Offeror Set Up (10 minutes)
- B. Offeror Presentation (20 minutes)
- C. Q&A (25 minutes, 5 Questions)

## 7.4.2 Interview Evaluation

Offerors will be evaluated on their interview performance and based on the extent the Offeror demonstrates:

- A. An experienced team and personnel that can successfully deliver the Project;
- B. Project understanding and approach; an understanding of Progressive Design-Build delivery method, including understanding of Offeror’s role at each Phase of the Project;
- C. Recognition of key points and ideas, including the Offeror’s role in Project advancement at each Project Phase, risks at each Project Phase, understanding of the GMP process and pricing transparency, and ideas and ability necessary to effectively collaborate with the Department and other stakeholders to achieve Project Goals; and

## 7.5 Technical Proposal and Interview Evaluation

Table 6 (Technical Proposal and Interview Evaluations) includes scoring information used for the evaluation of the Technical Proposal and Interview.

**Table 6: Technical Proposal and Interview Evaluation**

<i>Adjectival Rating</i>	<i>Description</i>	<i>Percent of Possible Points</i>
<b>Excellent (E)</b>	<ul style="list-style-type: none"> <li>• Addresses ITO requirements in a <b>significantly beneficial</b> way (providing advantages, benefits, or added value to the Project).</li> <li>• Indicates <b>significant strengths</b> with <b>few or no minor weaknesses</b>.</li> <li>• Offers an approach with the <b>high potential of exceeding</b> Project Goals.</li> </ul>	<b>80-100%</b>
<b>Very Good (VG)</b>	<ul style="list-style-type: none"> <li>• Addresses ITO requirements in a <b>beneficial</b> way (providing advantages, benefits, or added value to the Project).</li> <li>• Indicates <b>few or minor weakness</b> that are <b>outweighed by strengths</b>.</li> <li>• Offers an approach which will <b>likely meet or potentially exceed</b> Project Goals.</li> </ul>	<b>60-79%</b>

<p><b>Good (G)</b></p>	<ul style="list-style-type: none"> <li>• Sufficiently addresses ITO requirements.</li> <li>• Indicates weaknesses that are generally balanced with the strengths.</li> <li>• Offers an approach which likely meet the Project Goals.</li> <li>• Approach with no identified strength and no identified weaknesses will be within this range.</li> </ul>	<p><b>40-59%</b></p>
<p><b>Fair (F)</b></p>	<ul style="list-style-type: none"> <li>• <b>Marginally addresses</b> the ITO requirements.</li> <li>• Indicates weaknesses that are not offset by strengths or weaknesses that could adversely affect successful project performance.</li> <li>• Offers an approach which <b>will require improvement</b> to meet the Project Goals.</li> </ul>	<p><b>20-39%</b></p>
<p><b>Poor (P)</b></p>	<ul style="list-style-type: none"> <li>• <b>Does not demonstrate</b> the potential to meet the ITO requirements.</li> <li>• Lacks essential information or information provided is conflicting or unproductive.</li> <li>• Indicates <b>significant</b> weaknesses or deficiencies.</li> <li>• Offers an <b>undesired</b> approach to the Project Goals.</li> </ul>	<p><b>0-19%</b></p>

The following definitions will be used by the Proposal Advisory Group when evaluating Technical Proposals and Interviews:

Strengths — represents a benefit to the Project and is expected to increase the Offeror’s ability to advance the Project Goals and exceed requirements.

- Significant Strength has a considerable positive influence on the Offeror’s ability to advance the Project Goals or exceed requirements.
- Strength has a slight positive influence on the Offeror’s ability to advance the Project Goals and exceed requirements.

Weaknesses — represents a negative influence on the Offeror’s ability to advance the Project Goals and values, meet requirements or provide efficient or effective performance.

- Weakness has a considerable negative influence on the Offeror’s ability to advance the Project Goals, meet requirements or provide efficient or effective performance.
- Minor weakness has a slight negative influence on the Offeror’s ability to advance the Project Goals, meet requirements or provide efficient or effective performance.

Within each scoring range, points will be based on a balance of the relative significance of the strengths, weaknesses, and clarity in demonstrating the Offeror’s ability in advancing the Project Goals.

## 7.6 Evaluation of Financial Proposal (40 points)

### 7.6.1 Competitive Bidding Element (Phase 2 Mark-Up)

The Offeror who submits the lowest Phase 2 Mark-Up will receive 40 points. The formula for determining number of points for the competitive bidding element is as follows:

40 points x (Lowest Offeror Phase 2 Mark-Up / Offeror Phase 2 Mark-Up)

## 7.6.2 Public Opening of Competitive Bidding Element

The information within the Competitive Bidding Element will be publicly announced at a time and location that will be provided to the Offerors by the Department. Offerors and other interested persons are invited to the opening.

The Technical Proposal and Interview scores will be announced prior to revealing the Phase 2 Mark-up in the Competitive Bidding Element. Prior to making the final determination on any Technical Proposal or Competitive Bidding Element, the Department may, in its sole discretion, waive mistakes, offer an Offeror the opportunity to clarify its Technical Proposal, or request revisions to any or all Technical Proposals.

If all Technical Proposals are deemed responsive, the Department will view the Bid Express Competitive Bidding Element. These will be considered the final Competitive Bidding Element. The Sealed Competitive Bidding Element shall then be considered null.

If the Department has determined that any Offeror's is non-responsive, or the Technical Proposal is non-responsive, the Sealed Competitive Bidding Element of the other responsive Offerors will be opened. If the Department has determined that a Offeror's is non-responsive, or the Technical Proposal is non-responsive, the Department will not view the corresponding Bid Express Competitive Bidding Element nor open the respective Sealed Competitive Bidding Element. The Department will request the other Offeror's selected password to open the PDF version of the Competitive Bidding Element. The PDF version may or may not be opened at the discretion of the Department. The Electronic Bidding System (EBS) file in the Sealed Competitive Bidding Element will be used to determine the Competitive Bidding Element. These opened Sealed Competitive Bidding Element will then be considered the final Competitive Bidding Element. In this scenario, the Bid Express Competitive Bidding Element will not be opened and considered null.

The Department may reject any or all Technical Proposals and Competitive Bidding Element, waive technicalities, or advertise for new proposals without liability to the Department. The Director has final authority to determine the best interests of the Department and may reject any or all Technical Proposals and Competitive Bidding Elements or advertise for new Proposals without liability to the Department.

## 7.7 Overall Proposal Score (100 points)

The Department intends to identify the Offeror with the highest overall score as the "Apparent Best Value Offeror". The Offeror's Overall Proposal Score is the sum of the component scores determined under Section 7.3 (Evaluation of Technical Proposals), Section 7.4 (Interviews), and Section 7.6 (Evaluation of Financial Proposal).

## 7.8 Request for Proposal Clarifications

The Department reserves the right, at its sole discretion, to ask written questions of the Offerors and to request clarification of any submittal. The Offerors agree to respond to the Department's requests with the appropriate personnel, and to answer questions necessary to provide clarification of any areas where the intent or meaning of the submittal is in doubt within five Working Days. Such requests will be for purposes of clarification only.

## **7.9 Recommendation to Executive Management Team**

The Proposal Evaluation Team will make a recommendation to Executive Management Team regarding the rankings of the Proposals and identification of the best value Offeror. The Executive Management Team will evaluate the recommendations and will determine whether to proceed with award of a PDBC to the best value Offeror or to take any other action.

# **8. POST-EVALUATION PROCESS AND EXECUTION**

## **8.1 Incorporation of Proposal and Finalization of the Contract**

### **8.1.1 Limited, Good Faith Negotiations**

The Department will proceed with the best value Offeror based on the selection criteria outlined in Section 7 (Evaluation Process) and enter into limited, good-faith negotiations within the parameters in Section 8.1.1.1 (Limited Good Faith Negotiations) with the best value Offeror in order to execute the PDBC. By submitting its Proposal, each Offeror commits to enter into PDBC substantially in the form included in the RFP of this ITO, as such PDBC is subsequently modified as mutually agreed upon by the Department and Offeror following the limited, good faith negotiations outlined in Section 8.1.1.1 herein.

#### **8.1.1.1 Limited, Good Faith Negotiations**

The Department anticipates that limited, good-faith negotiations will occur between the Department and the selected best value Offeror within the parameters set forth in 23 CFR 636.513 regarding (i) scope, schedule, and any other information provided by the best value Offeror in its proposal, and (ii) pricing, compensation structure, and allocation of risk as contemplated by and set forth in the PDBC, and any such resulting modifications of the PDBC following such negotiations, shall be mutually acceptable to the Department and the Offeror.

#### **8.1.1.2 Termination of Negotiations**

If, after limited, good faith negotiations within the parameters set forth in 23 CFR 636.513 with respect to: (i) scope, schedule and any other information provided by the best value Offeror in its Proposal; and (ii) pricing compensation structure and allocation of risk as contemplated by the PDBC, a PDBC reasonably acceptable to the Department and with the best value Offeror cannot be negotiated and agreed upon, the Department will terminate negotiations upon written notice to the Offeror.

Following such notice of termination of negotiations with the Offeror the Department may take the following actions:

- A. Proceed to the next best value Offeror and enter into limited good-faith negotiations, within the parameters set forth in Section 8.1.1 (Limited, Good Faith Negotiations) herein; or
- B. Reject all Proposals; or
- C. Issuance of a request for Proposal Revisions to Offerors; or
- D. Issuance of a new RFP with respect to the Project.

## 8.2 Conditions Precedent to Contract Execution

The following are conditions precedent to execution of the PDBC by the Department:

- A. Successful completion of limited, good faith negotiations between the Department and the Offeror as set forth in Section 8.1.1.1 (Limited, Good Faith Negotiations) herein;
- B. Execution of the PDBC by the Offeror.

## 8.3 Debriefings

All Offerors submitting Proposals will be notified in writing of the results of the evaluation process. Offerors not selected for award may request a debriefing. Debriefings will be provided at the Department's earliest convenience after execution of the Contract. The debriefing will be conducted by a procurement official familiar with the rationale for the selection decision and PDBC award as determined by the Department. Consistent with ORC 9.28(B), no evaluation information will be shared until after PDBC Execution.

Debriefings shall:

- A. Be limited to discussion of the unsuccessful Offeror's Proposal and may not include specific discussion of a competing Proposal;
- B. Be factual and consistent with the evaluation of the unsuccessful Offeror's Proposal;
- C. Provide information on areas in which the unsuccessful Offeror's Proposal had weaknesses or deficiencies;
- D. May not include discussion or dissemination of the thoughts, notes, or rankings of individual members of any evaluation committee, but may include a summary of the rationale for the selection decision and PDBC award.

## 9. DEPARTMENT RIGHTS AND DISCLAIMERS

In addition to the reserved rights articulated throughout the 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 RFP;
- D. Appoint an evaluation team to review Proposals and seek the assistance of outside technical experts in the Proposal evaluation;

- E. Revise and modify, at any time before the Proposal Due Date, the RFP;
- F. Extend the Proposal Due Date;
- G. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposal on one or all the Offerors;
- H. Refuse to receive or open a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based on, but not limited to, any of the following:
  - A violation of the terms of the RFP on the part of a Major Participant;
  - An issuance of a notice of debarment or suspension to a Major Participant;
  - A submittal by the Offeror of more than one Proposal under the Offeror's own name or under a different name;
  - The existence of a conflict of interest or evidence of collusion in the preparation of a Proposal, Proposal, or bid for any design or construction project by a Major Participant; or
  - A submittal by an Offeror that is contingent on conditions and exceptions not acceptable to the Department.
- I. Revise the evaluation process in the event that only one Proposal is received.

The issuance of the RFP is not a commitment by the Department to enter into the Contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of the Proposal or in anticipation of the Contract. By submitting a Proposal, an Offeror disclaims any right to seek compensation for such costs from the Department. By submission of a Proposal in response to the RFP, the Offeror thereby specifically acknowledges acceptance of the above rights and disclaimers.

## EXHIBIT A: FORMS

Addendum 4-5-2024



## FORM A: PROPOSAL LETTER

OFFEROR: \_\_\_\_\_

Proposal Date: \_\_\_\_\_, 2024

Ohio Department of Transportation 1980 W. Broad Street  
Columbus, Ohio 43223  
Attn: Chase Wells, Alternative Project Delivery

The undersigned (“**Offeror**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (**RFP**) issued by the Ohio Department of Transportation (the Department), dated March 1, 2024, as amended, to develop, design, and potentially construct the JEF-7-25.67 Mine Reclamation (the Project), as more specifically described in the RFP Documents. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for the Department supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] *[if Offeror is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words “jointly and severally” and delete the brackets; otherwise delete the entire phrase]:*

In submitting this Proposal, the Offeror understands and agrees that, if selected as the best value Offeror by the Department, the Department and Offeror will enter into limited, good faith negotiations, as described in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO within the parameters set forth in 23 CFR 636.513 with respect to (i) scope, schedule and any other information provided by the best value Offeror in its Proposal, and (ii) pricing compensation structure and allocation of risk as contemplated and as set forth in the PDBC. The Offeror understands and agrees that any such resulting modifications of the PDBC following such limited good faith negotiations shall be mutually acceptable to the Department and the Offeror prior to execution of the PDBC by the Offeror and the Department.

If selected by the Department as the best value Offeror, Offeror agrees to do the following or, if not the Contractor, to cause the Contractor to do the following: (a) agree to attend and actively participate in limited, good faith negotiations and meetings with the Department in an effort to agree upon and execute the PDBC, as such PDBC may be modified within the parameters set forth in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO and mutually agreed upon by the Department and Offeror; (b) satisfy all other conditions to award of the PDBC that do not expressly conflict with this Proposal Letter; and (c) perform its obligations as set forth in the Instructions to Offerors (ITO), as amended, that do not expressly conflict with this Proposal Letter, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Offeror Point of Contact in accordance with Section 4.2 (Authorized Representatives and Offeror Registration): \_

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Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Administrative Proposal;
- Technical Proposal; and
- Financial Proposal.

Offeror acknowledges receipt of the following Addenda and sets of questions and responses:

*[List all Addenda by number and date issued.]*

Responses issued *[list dates on which the Department responded to Offerors' questions regarding the RFP Documents or this procurement.]*

Subject to good faith negotiations referenced in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO, this Letter and the potential modifications of certain terms and conditions of the PDBC within the parameters described therein and Section 8.1.1 of the ITO, Offeror certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions except as otherwise expressly stated in this Proposal.

Offeror acknowledges the requirements of Section 3.4 (OJT Requirements) and hereby certifies that it will meet such requirements.

Offeror represents that all statements made in the Proposal are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms.

Offeror understands that the Department is not bound to accept any Proposal that the Department may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Offeror.

Offeror consents to the Department's disclosure of its Proposal pursuant the applicable provisions of law to any Persons in the Department's sole discretion after award of the PDBC by the Department. Offeror acknowledges and agrees to the disclosure terms described in ITO Section 4.6 (Improper Conduct and Non-Collusion). Offeror expressly waives any right to contest such disclosures as may exist under applicable law.

Offeror agrees that the Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Ohio.

With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Offeror is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Offeror is a partnership, such evidence shall be in the form of a partnership resolution and a general partner

resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Offeror is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Offeror is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Offeror is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

Offeror's business address:

---

(No.) (Street) (Floor or Suite)

---

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

---

*[Insert appropriate signature block from following pages; note: signatures should be in **blue** ink.]*

1. Sample signature block for corporation or limited liability company:

*[Insert the Offeror's name]*

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

*[Insert the Offeror's name]*

By: *[Insert general partner's or member's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert the Offeror's name]*

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Attorney in Fact

## FORM B: INFORMATION ABOUT OFFEROR'S TEAM

Name of Offeror: \_\_\_\_\_

Type of entity: \_\_\_\_\_

Offeror's address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_ Email

<b>Offeror Team Role</b>	<b>Name and Address of Head Office</b>	<b>Name and Title of Contact</b>	<b>Contact Information (E-mail and Telephone)</b>
Project Manager			
Geotechnical Design Engineer			
Geotechnical Construction Manager			
(List any known subcontractors or subconsultants here)			

## FORM C: MAJOR PARTICIPANT CERTIFICATIONS AND QUESTIONNAIRE

FIRM NAME: \_\_\_\_\_

### 1. Certifications

The Undersigned hereby certifies that:

- a. It has carefully examined and is fully familiar with all provisions of the RFP and ITO, has reviewed all materials provided, any Addenda, and the Department's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
- b. The information and supporting data provided by the Undersigned is accurate and complete to the best of its knowledge.
- c. It has carefully checked all the words, figures, and statements in the Proposal.
- d. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
- e. The Proposal is not sham or collusive and that the Proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.
- f. It has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.
- g. Prior to the opening and reading of Proposals, the Undersigned:
  - i. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
  - ii. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw a Proposal;
  - iii. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said Offeror or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
  - iv. did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other

financial interest with said Offeror in their business.

- h. It does not have any organizational conflict of interest as defined in Section 5.3 (Organizational Conflicts of Interest).
- i. It isn't currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio or the federal government.
- j. It hasn't been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio and the federal government during the past three years.
- k. It isn't subject to any proposed or pending debarment, suspension, or similar actions.
- l. It will use good faith efforts to meet the aforementioned goals that requires the Offeror to subcontract to a sufficient number of DBEs at a sufficient dollar amount to meet or exceed the goal or submit documentations of its good faith efforts to do so.
- m. If awarded the Contract, the Offeror will update DBE Performance Plans on a monthly basis, or more frequently if deemed necessary by the Department to assure it continues to use good faith efforts to meet or exceed the goal set forth in the Contract.
- n. It will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 et seq. of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation as more fully described in the PDBC.
- o. It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2; has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
- p. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Questions

The Undersigned shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Undersigned shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Undersigned, the term "**affiliate**" shall mean any entity which owns a substantial interest in or is owned in common ownership with the Undersigned .

Within the past 10 years, has the Undersigned, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross- complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_\_\_ No \_\_\_\_



- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Ohio governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Ohio law.

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If

no, so state. Yes \_\_\_\_\_ No \_\_\_\_

- h) Been assessed liquidated or other damages for failure to complete any contract on time? If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

3. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Organization)

*[Evidence of signature authorization for such individual attached]*

Addendum 4-15-2024

**FORM D: PREQUALIFICATIONS**

<i>Contractor Prequalification (Ohio)</i>				
Work Type Code	Work Type Description	By Project Award	Prior to Work	Contractor/Sub-Contractor to Perform the Work (Status of Prequalification – Approved/Submitted/To be submitted)
1	Clearing & Grubbing		X	
4	Roadway Excavation & Embankment Construction	X		
5	Major Roadway Excavations		X	
6	Incidental Grading		X	
7	Soil Stabilization		X	
8	Temporary Soil Erosion & Sediment Control		X	
9	Aggregate Bases		X	
10	Flexible Paving		X	
11	Apply Bituminous Treatments		X	
12	Rigid Paving		X	
13	Pavement Planning, Milling, Scarification		X	
14	Concrete Texturing		X	
15	Sawing		X	
16	Flexible Replacement		X	

<i>Contractor Prequalification (Ohio)</i>				
Work Type Code	Work Type Description	By Project Award	Prior to Work	Contractor/Sub-Contractor to Perform the Work (Status of Prequalification – Approved/Submitted/To be submitted)
17	Rigid Pavement Replacement		X	
18	Pavement Rubblizing, Breaking, Pulverizing		X	
35	Drainage (Culverts, Misc.)		X	
36	Guardrail / Attenuators		X	
37	Fence		X	
38	Misc. Concrete		X	
39	Maintenance of Traffic		X	
40	Waterproofing		X	
41	Raised Pavement Markers		X	
42	Signing		X	
45	Pavement Markings		X	
46	Landscaping		X	
48	Trucking		X	
57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers		X	

<b>Professional Services Prequalification (Ohio)</b>			
<b>Prequalification Category</b>	<b>By Project Award</b>	<b>Prior to Work</b>	<b>Consultant/Subconsultant to Perform the Design Work (Status of Prequalification – Approved/Submitted/To be submitted)</b>
<b>Roadway Design – General</b>			
Non-Complex Roadway Design	X		
<b>Geotechnical Engineering – General Services</b>			
Geotechnical Engineering Services		X	
Geotechnical Testing Laboratory		X	
Geotechnical Field Exploration Services		X	
Geotechnical Drilling Inspection Services		X	
<b>Right of Way Plan Development – General</b>			
Subsurface Utility Location Services		X	

## FORM E: OFFEROR TEAM REGISTRATION

### INSTRUCTIONS:

1. Submit one PDF copy of this Form E on behalf of the Offeror's Team in accordance with Section 4.2 (Authorized Representatives and Offeror Registration) by email to the Department's Authorized Representative.
2. All Major Participants in the Proposal must be listed on this Form E and their respective roles identified. Attach additional pages if more space is required.
3. An authorized representative of the Offeror must sign this Form E.
4. This Form E must be submitted prior to the last date for Offeror registration set forth in ITO Section 1.4 (Procurement Schedule).

Name of Offeror: \_\_\_\_\_ Date: \_\_\_\_\_

<i>Firm Name</i>	<i>Role</i>	<i>Contact Information</i>

The following individual is identified as the Offeror's Procurement Point of Contact (PPC), authorized to submit this Form E on behalf of the Offeror:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

As Offeror's PPC, I certify that the above information is true, correct, and accurate.

By: Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Addendum 4-5-2024