



TENNESSEE DEPARTMENT OF TRANSPORTATION
Request for Proposals

*Progressive Design Build
(PDB) Services*

SR-67 Emergency Bridge Repair

State Route 67 at Mile Point 7.1 over the Doe River
Carter County, Tennessee

Project Identification Number (PIN): 135866.29

State Project Number: 10S067-M1-003

Federal Project Number: TBD

PDB Contract: PD2403

October 2024

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Table of Contents

1	Project and Procurement Information	1
1.1	Project Description	1
1.1.1	Project Limits and Existing Conditions	1
1.1.2	Project Information	2
1.2	Project Goals	2
1.3	Project Coordination	3
1.4	Project Cost	3
1.4.1	Preliminary Design/Preconstruction Cost	3
1.4.2	Estimated Construction Cost	4
1.5	Project Schedule	4
1.5.1	Temporary Shoring Early Work Package	4
1.5.2	Construction End Date	4
1.6	Project Design Data and Standards	4
1.6.1	Standard Specifications and Drawings	4
1.6.2	Project Computer Software Requirements	4
1.6.3	Construction Materials and Products Not on the QPL	4
1.7	Required Availability or Changes of Key Individuals	5
1.8	Nondiscrimination in Contracting	5
1.9	Disadvantaged Business Enterprise (DBE) Program Requirements	6
1.9.1	Preliminary Design/Preconstruction DBE Goal	6
1.9.2	Construction DBE Goal	6
1.10	Organizational Conflicts and Ineligible Firms	6
1.11	Prohibited Communications and Contingency Fee	7
1.12	Prequalification and Licenses	8
1.13	Performance and Payment Bonds	8
1.14	Preliminary Design/Preconstruction Insurance Requirements	9
1.15	Required Percentage of Construction Work to be Self-Performed	9
1.16	Award of a Construction Contract	9
1.16.1	Fee Requirements	10
1.17	Cost of Proposal Preparation	10
1.18	Disposition of Proposals	10

1.19 Ownership of the Documents.....	10
2 Proposal and Interview Instructions.....	11
2.1 Key Events Schedule.....	11
2.2 Reserved.....	11
2.3 Questions and Changes to the RFP	11
2.4 Submission and Format Requirements.....	12
2.5 Proposal Content Requirements.....	12
2.5.1 Introductory Letter/Statement of Interest (SOI)	12
2.5.2 Mandatory SOI Attachments	13
2.5.3 Proposal	13
2.5.4 Proposal Attachments	15
2.6 Reserved.....	15
3 Evaluation Criteria and Scoring	16
3.1 Proposal Evaluation Criteria	16
3.2 Reserved.....	17
3.3 Total Score and Selection Recommendation.....	17
4 Scope of Work for PDB Preliminary Design/ Preconstruction Services.....	18
4.1 General Project Management.....	18
4.2 Kickoff Workshop	18
4.3 Specific Scope of Work: Tasks, Meetings, and Deliverables.....	18
4.3.1 Project (Design) Development Scope	18
4.3.2 Price Facilitation and Construction Coordination Scope	19
Appendix A: Sample PDB Services Contract.....	23
Appendix B: Fee Percentage Inclusions and Exclusions.....	24
Appendix C: Forms	25

1 PROJECT AND PROCUREMENT INFORMATION

The Tennessee Department of Transportation (TDOT) is procuring a design-build team (DBT) for State Route 67 (SR-67) Emergency Bridge Repair (the Project), following the processes and practices detailed in the following Request for Proposal (RFP) and TDOT's *Progressive Design-Build (PDB) Standard Guidance Document*.

Proposing teams interested in submitting a proposal to TDOT are requested to submit a response to this RFP for procuring PDB preliminary design/preconstruction services, with TDOT having the option of executing a construction contract to complete the Project.

If TDOT subsequently accepts the DBT's guaranteed maximum price (GMP) and awards a construction contract, the DBT's scope is to complete the design and construct the Project (or a portion thereof) within the GMP. If the Project cannot be delivered within the allocated budget, TDOT determines the proposed repair solution is not feasible, or a GMP cannot be agreed to, TDOT retains the option to:

- Cancel the Project;
- Reduce the scope;
- Complete design with the DBT's designer or another design consultant and proceed with construction of the project through a low-bid process; or
- Use the DBT's design-consultant's work product, or part of it, to proceed with construction of the Project through a design-build process.

Final construction activities are not to begin until TDOT has accepted a GMP and a construction contract has been executed.

TDOT may consider early work packages to complete initial Project tasks with the understanding that any early work is not a guarantee of selection for construction. Early phases must be independent and severable from the construction package, with a well-defined end point.

Contractors or joint ventures interested in proposing on this Project are referred to as the "Proposer" or "Proposers" throughout the RFP.

1.1 Project Description

1.1.1 Project Limits and Existing Conditions

Project Limits/Location: SR-67 at mile point 7.100 crossing the Doe River

Existing Conditions: The concrete arch bridge (Bridge Number 10SR0670029) on SR-67 over the Doe River in Elizabethton, Tennessee, was damaged by a recent flooding event. After the event, TDOT inspected the bridge and found the structure to be generally in "poor" condition (see the Emergency/Post-Event Inspection Report provided to the Proposers with the initial Notice to Contractor on October 23, 2024).

TDOT inspectors noticed and documented a 2-inch dip in the right travel lane, traffic rail, and concrete handrail of spans 3 and 4. TDOT inspectors used a string line to determine the degree of settlement (see pictures in the Emergency/Post-Event Inspection Report). Several of the bridge foundations at pier 2 have also been undermined causing settlement and cracking of the structure. Pier 3 was rated "poor," and the pier 3 footing of columns "F" and "G" has possibly been compromised. However, the water was too swift at the time of inspection to probe for scour. A channel profile was performed from edge of water to edge of water on the right side. The channel was rated "fair". There are two large logs lodged against pier 3 at the inlet on the right side. There is also widespread channel bank erosion and flood debris.

In addition, an underwater inspection was performed on October 9, 2024, by Collins Engineers to assess the extent of undermining and scour. The footings under Column Lines E, F and G are undermined ranging from 0.6 ft. to 2.5 ft with settlement of 0.4 ft. to 0.6 ft. The undermining leaves arch lines E, F, and G unsupported between the piers on either side.

Some undermining up to 0.5 ft. was observed at Column Line D with settlement of up to 0.2 ft.

The underwater inspection resulted in a substructure rating of Serious Condition and a channel rating of Poor Condition.

1.1.2 Project Information

The purpose of the Project is to repair the existing bridge carrying SR-67 over the Doe River. This Project is proposed to stabilize the bridge to prevent further settlement, restore the bridge to its original elevation, repair and strengthen the undermined foundations, and potentially perform general bridge repairs after the bridge foundation repairs are complete.

Existing Utilities: The existing utilities on the Project will be determined during the DBT's survey of the Project limits.

Current Level of Design: This Project is an emergency bridge and structural foundation repair project. TDOT has not initiated design for the Project. Instead, the DBT will collaborate with TDOT and its Owner Representative to define and further refine the proposed repair approach through submittal of its preliminary structural and final structural plans.

Owner-Furnished Materials (previously sent with the Notice to Contractor dated October 23, 2024):

- Recent bridge inspection reports, including the Emergency/Post-Event Inspection Report and Underwater Inspection Report, provided to the Proposers with the initial Notice to Contractor
- Available bridge plans

Project Construction Funding: This Project is being procured as an emergency contract pursuant to the State of Tennessee Governor's Executive Order No. 106.

Restrictions and Constraints:

- All identified environmental commitments in the forthcoming NEPA document

Environmental Clearance Status: TDOT has not identified nor obtained final environmental approvals. All environmental and mitigation measures identified in the NEPA document will be implemented. The DBT will not prepare the NEPA document or have any decision-making responsibility with respect to the NEPA process. TDOT may request the DBT provide information about the Project and possible mitigation actions, and its work product may be considered in the NEPA analysis and included in the record as allowed under 23 CFR 636. However, nothing contained in this RFP, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting process for this Project or other projects within or around the Project area, or to commit TDOT or any other entity to undertake any action with respect to the Project.

The DBT will be allowed to complete the design and construction work concurrently with the development of the NEPA document.

1.2 Project Goals

The Project and use of the PDB delivery method are intended to achieve the following goals:

1. Stabilize the bridge to prevent further settlement and damage.
2. Implement a repair approach that preserves the existing structure.
3. Expediently repair the bridge structure and associated foundations so that the SR-67 can be safely reopened to traffic as soon as possible.
4. Provide a repair approach that minimizes impacts to the local area, reduces or eliminates the need for additional right-of-way (ROW) acquisition, and eliminates or mitigates impacts to environmental features in and around the Doe River.

1.3 Project Coordination

TDOT's primary point of contact for this Project is:

Jason Sholtz (jason.sholtz@tn.gov)
7345 Region Lane
Knoxville, TN 37914
Phone: 865-594-3639

If awarded the contract, the DBT is expected to partner with the following:

1. TDOT Project Management Team and its Owner's Representative (Arcadis US and Avenue Consultants)
2. Independent Cost Estimator (ICE): TBD
3. Specialty Groups: TDOT Community Relations, Environmental (NEPA, Permitting, and Mitigation), Structures, Geotechnical, Utilities
4. TDOT Civil Rights Office
5. Stakeholder/Stakeholder Groups:
 - a) US Fish and Wildlife Service(USFWS)
 - b) US Coast Guard (USCG)
 - c) Carter County and the City of Elizabethton
 - d) Impacted Utilities
 - e) Local Police, Fire, and EMS Departments
 - f) Tennessee Department of Environment and Conservation (TDEC)
 - g) Local hospitals, businesses, and commercial developments

1.4 Project Cost

1.4.1 Preliminary Design/Preconstruction Cost

TDOT and the DBT are to negotiate the preliminary design/preconstruction services amount based on the DBT's scope of services/work, initially detailed in Section 4.

Monthly payments are paid as work progresses.

1.4.2 Estimated Construction Cost

TDOT will negotiate the design completion, construction, and any other required services with the DBT as part of the GMP process.

1.5 Project Schedule

The following are the current schedules for both the preliminary design/preconstruction and construction phases, subject to change if TDOT determines and as the Project advances.

1.5.1 Temporary Shoring Early Work Package

The DBT is to complete an early work package to provide temporary shoring/bridge stabilization within two (2) weeks of the Project's notice to proceed (NTP).

1.5.2 Construction End Date

The Project's construction phase is to be completed no later than May 23, 2025. The DBT may propose, and TDOT would find value, in a design and construction schedule demonstrating completion as early as safely possible.

1.6 Project Design Data and Standards

All related Project work is to conform to all applicable State and federal regulations and recognized industry, safety, environmental, and design standards. TDOT projects are to generally conform with TDOT and FHWA design criteria. The TDOT Project Manager is to resolve any perceived conflicts in criteria or standards.

The DBT is to obtain and apply all currently adopted references, including TDOT standards and specifications, manuals, and software for both its design and construction work.

1.6.1 Standard Specifications and Drawings

The most current versions of TDOT's *Standard Specifications for Road and Bridge Construction*, TDOT *Standard Drawings*, the TDOT's Project Delivery Network (PDN), and any supplemental specifications or Project-specific drawings/plans, where applicable, are to control the design and construction of the Project.

1.6.2 Project Computer Software Requirements

The DBT is to use the most recent TDOT-adopted software, including:

- **Estimating:** Microsoft Excel for final submittal, in addition to the DBT's bidding software
- **Scheduling:** Primavera P6 Project Manager
- **Specifications:** Microsoft Office (WORD)
- **Plan submittal (for eplans):** PlanGrid or equivalent
- **Design and Survey (DTM):** Microstation-compatible formats

1.6.3 Construction Materials and Products Not on the QPL

In accordance with [TDOT's Materials and Tests SOP 1-9](#) (*Material Exceptions for Alternative Delivery Project*) during the preliminary design/preconstruction phase, the DBT may request to use an innovative or alternative product in lieu of a product on TDOT's qualified product list (QPL). For all requests, the DBT is to provide:

- Explanation of intent to use alternate materials/products
- Type of material or product not meeting current specification or procedures
 - Difference of materials/products proposed
 - Benefit of proposed materials/products
- History of material/product (list of projects using, date of usage, quantity, etc.)
- Manufacturer's certification and recommendation of placement/usage
- Submittal of contract documentation:
 - Standard/alternate drawings, plans, specifications, mix designs (using local materials to the extent possible), etc. documenting how the materials/product is to be used on the Project.
 - Proposed Quality Control Plan for use on the Project (see part 2 of the SOP for requirements)
 - Proposed method of acceptance (see part 3 of the SOP for requirements)

TDOT may reject any request without recourse by the DBT. TDOT has no obligation but to review the product and shall not be liable for failure to accept or act upon any request. TDOT shall be the sole judge of the acceptance or rejection of a product.

1.7 Required Availability or Changes of Key Individuals

By listing "Key Individuals" in the Proposal, the Proposer agrees to make the listed personnel available to complete work for both the preliminary design/preconstruction and construction phases, at whatever level and capacity the Project requires.

Modifications to the Proposer's team or the Key Individuals and other personnel listed in the Proposal are only allowed by TDOT as requested by the Proposer in writing. TDOT may revoke an awarded contract if any Key Personnel/Individual is removed, replaced, or added to without TDOT's written approval.

TDOT does not approve requests for modification without justification. Examples of justification could include death of a team member, changes in employment status, bankruptcy, inability to perform, or organizational conflict of interest. Additionally, the written request must document that the proposed removal, replacement, or addition is equal to or better than the Key Individual provided in the Proposal.

To secure TDOT's approval, the DBT is to provide a written request to the TDOT Project Manager that includes:

1. The nature and reason for the desired change, and
2. A statement of how the change is to meet the required qualifications for the position/responsibility.

In its discretion, TDOT may use the criteria specified in this RFP and the qualifications submitted by the Proposer to evaluate all requests.

1.8 Nondiscrimination in Contracting

The DBT is required to follow Federal Equal Employment Opportunity (EEO) policies.

The Proposer/DBT agrees that no person is to be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract or in the employment practices of the

Proposer/DBT on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law.

The Proposer/DBT is to, upon request, show proof of such nondiscrimination and post in conspicuous places, available to all employees and applicants, all notices of nondiscrimination.

1.9 Disadvantaged Business Enterprise (DBE) Program Requirements

TDOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. It is the policy of TDOT that DBEs, as defined in 49 CFR Part 26, and other small businesses are able to compete fairly in contracts financed in whole or in part with public funds.

TDOT's updated directory of DBEs can be viewed at the following website:

<http://www.tn.gov/tdot/topic/small-business>

Consistent with this policy, TDOT does not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any federal-aid contract because of sex, race, religion, or national origin.

In this regard, the Proposer is to take all necessary and reasonable steps (in accordance with 49 CFR Part 26) to ensure that DBEs have the maximum opportunity to compete for and perform the contract.

1.9.1 Preliminary Design/Preconstruction DBE Goal

Due to the nature of the DBT's role in the preliminary design/preconstruction phase, TDOT has determined that there are insufficient subcontracting opportunities to justify a DBE goal in the DBT's preconstruction agreement.

1.9.2 Construction DBE Goal

Given that this Project is an emergency bridge repair under State Executive Order, a DBE goal is not anticipated for the Project's construction phase contract.

1.10 Organizational Conflicts and Ineligible Firms

It is TDOT's policy that any person or firm under contract or previously under contract with TDOT to prepare the Project's procurement documents, preliminary plans, planning reports, or other development products is not allowed to participate in any capacity on a Proposer team. As such, the Proposer is prohibited from teaming with, receiving any advice from, or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including:

1. Arcadis US, Inc.,
2. Avenue Consultants, and
3. Affiliates (including parent companies, subsidiary companies, Persons under common ownership, joint venture (JV) members and partners, and other financially liable parties for a Person) of any of the above.

Such persons and entities are also prohibited from participating on a Proposer team as a contractor, subcontractor, consultant, or subconsultant.

The Proposer is to provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The Proposer is to state how its interests or those of any of its team

members, consultants, contractors, or subcontractors, including the interests of any chief executives, directors, or Key Individuals thereof, may result in, or could be viewed as, an organizational conflict of interest.

By submitting its Proposal, the Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to TDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, TDOT may, in its sole discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists, and the Proposer has entered into a contract as the DBT for the Project, TDOT may, in its sole discretion, terminate the contract. In any case, TDOT reserves all legal rights and remedies.

Proposers are also advised that the TDOT's guidelines in this RFP are intended to augment applicable federal and State law, including federal organizational conflict of interest laws and rules, in addition to the laws and rules relating to the National Environmental Policy Act (NEPA). Such applicable law also applies to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

1.11 Prohibited Communications and Contingency Fee

Commencing with the issuance of this RFP and continuing until the earliest of i) award and execution of a contract, ii) rejection of all Proposals by TDOT, or iii) cancellation of the procurement, no Proposer or representative thereof is to have any communications regarding the RFP, contract, or procurement process described herein with:

1. Any member of TDOT, including members of the Selection Committee;
2. Federal Highway Administration (FHWA),
3. All utility owners,
4. US Coast Guard (USCG),
5. US Fish and Wildlife Service (USFWS),
6. Tennessee Department of Environment and Conservation (TDEC), and
7. Any TDOT advisors, contractors, or consultants involved with the procurement (including those referenced in Section 1.10), except for communications expressly permitted by the RFP, or except as approved in writing in advance by TDOT, in its sole discretion.

The foregoing restriction does not, however, preclude or restrict communications regarding matters unrelated to the RFP, contract, or procurement process or to limit participation in public meetings or any public or Proposer meeting related to the RFP.

Any Proposer engaging in such prohibited communications shall be ineligible for selection as the DBT under this RFP.

Additionally, any person, firm, or entity submitting a Proposal and competing for a PDB contract is also prohibited from offering or paying a contingency fee of any type that is directly tied to specific actions or work designed to help the Proposer obtain a contract through this RFP process.

As included in Appendix C, each Proposer and the selected DBT are to complete an affidavit certifying compliance with this requirement before being awarded any contract, notably:

- No person, firm, or entity participating in the submission of the Proposal has communicated, with any member of the selection committee, or with any employee or official of the Department, concerning the review or evaluation of any Proposal, except that a Proposer may communicate with those Department employees who are specifically listed in the RFP as appropriate points of contact and in accordance with procedures established in the RFP that allow Proposers to communicate with entities such as utilities and permit agencies;
- No person, firm, or entity participating in the submission of the Proposal has offered or paid, or will offer or pay, a contingency fee of any type that is directly tied to specific actions or work designed to help the Proposer obtain a contract through this RFP process; and
- No person, firm, or entity participating in the submission of the Proposal has received any compensation for assisting TDOT in preparing this RFP.

1.12 Prequalification and Licenses

Each Proposer, including any Proposer submitting a Proposal as a joint venture, must be prequalified with the Construction Division as provided in Tennessee Code Annotated (TCA) 54-5-117. The list of prequalified contractors may be found at: <https://www.tn.gov/tdot/tdot-construction-division/construction-contractor-prequalification.html>

Any person, firm, or entity intending to submit a Proposal that is not currently prequalified must submit an application for prequalification, including the required “Prequalification Questionnaire,” at least 14 days prior to the date for submission of its Proposals under this RFP.

A Tennessee contractor’s license is not required to submit a Proposal or to be considered for award of a preliminary design/preconstruction phase contract; however, a Tennessee contractor’s license is required prior to the execution of any contract for preliminary design/preconstruction services or to complete the design and construct the project.

TDOT requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State. This includes being duly incorporated, authorized to transact business, and in compliance with other requirements as detailed by the Secretary of State. Proposers should contact the Secretary of State with any questions at (615) 741-2286 or visit: <https://sos.tn.gov/businesses>

TDOT will not execute any contracts or approve subcontracts with contractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships who are not in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization).

1.13 Performance and Payment Bonds

The Proposer is to provide a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering the Project for at least \$5,000,000.00.

The surety submitting the letter must be a surety company or companies licensed by the State of Tennessee and listed in the current United States Department of the Treasury’s “List of Certified Companies” (Circular 570). The surety must be listed or approved to write a bond in an amount equal to or greater than the amount listed above, and letters indicating “unlimited” bonding/security capability are not acceptable.

Approved performance and payment bonds are required 10 business days prior to execution of a contract for construction work. The final value of the bonds is to be equal to the amount of the GMP or early construction work.

1.14 Preliminary Design/Preconstruction Insurance Requirements

Within 14 days after notification of the selection, and before entering into a preliminary design/preconstruction agreement, the selected Proposer is to provide proof of adequate and appropriate general liability insurance in a coverage amount not less than \$1,000,000.00 per occurrence and \$300,000.00 per claim. The selected Proposer's policy shall name the State of Tennessee as an additional insured.

The DBT is to provide additional insurance certifications as defined in the preliminary design/preconstruction professional services agreement.

Proof of insurance coverage for the subsequent construction work is detailed in the construction contract and is required 10 business days prior to execution of a contract for construction work.

1.15 Required Percentage of Construction Work to be Self-Performed

The DBT must perform work valued at not less than thirty percent (30%) of the negotiated construction cost for the Project, excluding specialty items and any costs accrued for preliminary design/preconstruction services, with its own staff. Specialty items are those services or items that are not usually furnished by the DBT performing the particular type of service contained in this RFP and are to be defined in the construction contract.

1.16 Award of a Construction Contract

TDOT intends to award a contract for PDB preliminary design/preconstruction services to the selected Proposer. When the design of construction package(s) has been sufficiently developed by the DBT, the DBT prepares and submits a GMP proposal for the subject work package. If the GMP proposal is accepted, TDOT compiles and executes with the DBT a construction contract to complete the final design and construction for the noted work package.

Although the Proposer selected through this RFP is to be awarded a contract for preliminary design/preconstruction services and may perform construction services for this Project through certain work packages, the DBT is not guaranteed to receive a contract to finish the design and/or perform any additional construction work if services are terminated before or at the completion of the preliminary design/preconstruction phase.

Although a GMP proposal may be prepared and submitted for each work package, TDOT reserves the right, if an agreement cannot be reached, to terminate the GMP proposal process and either: (i) complete the design with the DBT's designer or another design consultant and prepare the Construction Documents (PS&E package) for advertisement under standard, low-bid procurement procedures, or (ii) use the DBT designer's work product, or part of it, to proceed with construction of the Project through the procurement of a design-build contract. TDOT also reserves the right not to award any part or all of the construction phase services and to bid/award some or all of the construction work separately. If TDOT chooses to advertise this Project under the low-bid process authorized under TCA Title 54, Chapter 5, or the design-build process authorized in TCA 54-1-119, the DBT is **not** permitted to submit a bid for the construction phase or a proposal for the design-build contract.

All evaluations of any initial estimate submittal and the GMP proposal are to be open book. TDOT shall have access to all estimate and GMP proposal documents, design files, specifications, quotations, takeoffs, and other preliminary design/preconstruction or construction cost estimates during evaluation of the submitted early estimates or GMP proposal.

1.16.1 Fee Requirements

As part of the initial estimate and GMP process, the DBT and ICE independently develop a fee to be applied to the DBT's construction phase GMP proposal(s), including for any early work packages, based on its cost to do the work. The fee is a percentage, carried out to four decimal points (e.g., 0.0000%).

The fee percentage is to include all profit, general and administrative ("G&A") costs, and regional and home office overhead, and non-reimbursable costs as defined in Appendix B. As requested by TDOT, the fee percentage breakdown is to show all components used in establishing the percentage. Any fee summary submitted as part of the estimate and GMP process must include the line items detailed in Appendix B.

The fee percentage is not to change regardless of the final, negotiated amount of the GMP for the construction phase, including any early work packages.

1.17 Cost of Proposal Preparation

TDOT does not reimburse a Proposer for any costs related to its Proposal preparation, required documentation, interviews, presentations, discussions, or any other related activities. These costs are the sole responsibility of the Proposer.

1.18 Disposition of Proposals

Proposals become the property of TDOT and are disposed of according to TDOT policies. Proposals are treated as confidential documents until TDOT issues a written notice of award to the Proposer.

TDOT reserves the right, in its sole discretion, to cancel this RFP, issue a new RFP, or reject any and all Proposals.

1.19 Ownership of the Documents

All tracings, bids, plans, manuscripts, specifications, data, maps, etc., prepared by or obtained by the DBT as a result of working under a preconstruction agreement or construction contract shall be delivered to and become the property of TDOT.

2 PROPOSAL AND INTERVIEW INSTRUCTIONS

All Proposers are required to meet the following Proposal submittal requirements, and TDOT retains the right to waive any minor irregularity or modify any requirement should it be judged to be in the best interest of TDOT or the State.

2.1 Key Events Schedule

All Proposers are required to meet the following meeting and submittal dates as part of the procurement process. Failure to meet certain deadlines may result in the Proposal being considered non-responsive and rejected.

Public Notice Phase	Date
TDOT sent Notice to Contractors	October 23, 2024
Letter of Interest Due Date (with supporting information)	October 29, 2024 9 am (EDT)
Advertisement of the RFP	October 29, 2024
Last Submission of Questions/Requested Clarifications	October 31, 2024 12 pm (EDT)
Final RFP Addendum (if needed)	November 1, 2024

Selection Phase	Date
Proposal Submittal Due Date	November 5, 2024 4 pm (EST)
Proposer Notification of Selection	On or before November 12, 2024
Preconstruction Agreement Approval/Execution (on or before)	On or before November 15, 2024

2.2 Reserved

2.3 Questions and Changes to the RFP

TDOT reserves the right to make changes to the RFP at any time and for any reason, and all changes to the RFP prior to the receipt of Proposals are to be made by an addendum to the RFP, which is to be emailed to all Proposers. Following submission and receipt of the Proposals, TDOT is to convey/communicate any changes to the RFP in writing to those Proposers that have submitted a Proposal. Proposers are not to rely on any oral or informal written responses regarding this RFP, unless issued in writing as an addendum by TDOT.

Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request on Form D (see Appendix C) to Jason Sholtz (jason.sholtz@tn.gov). When doing so, the Proposer is to reference the Project name and PDB Contract # (PD2403) in the subject line. The request is

to specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation for the requested change. TDOT will not respond to questions or change requests received later than the date of last submission of questions/requested clarifications listed in Section 2.1.

TDOT may provide (via email to all Proposers) any or all answers to Proposer questions (without any Proposer identification). TDOT evaluates any questions or requests submitted and reserves the right to determine whether to respond or accept the requested change.

2.4 Submission and Format Requirements

To submit a Proposal, a Proposer must submit an electronic copy (in searchable PDF format with bookmarks) of its Proposal to Jason Sholtz (jason.sholtz@tn.gov). If the file(s) are over 20MB in size, the Proposer is to send a file transfer link to the listed email address. The submittal of Proposal materials must be sent prior to the time and date for the Proposal submittal due date listed in Section 2.1. A Proposer may only submit one Proposal in response to this RFP.

The Proposal must adhere to the following naming convention:

- For the Proposal PDF file: Enter proposer name_PD2403_SR-67 Emergency Bridge Repair_Proposal

All narrative sections in the Proposals are to be Arial font with a minimum font size of 11-points. The Proposer is to limit use of smaller font sizes for charts, diagrams, graphs, and tables.

Where page limits are required, all 8.5" by 11" pages count as one (1) page towards any assigned page limits, and all 11" by 17" pages count as two (2) pages towards any assigned page limits.

2.5 Proposal Content Requirements

A Proposer is to include the following in its Proposal response to this RFP. The Proposal is to include a cover/title page as its first page.

2.5.1 Introductory Letter/Statement of Interest (SOI)

A Proposer is to address its Letter/Statement of Interest (SOI) to the addressee and address listed in Section 1.3.

The Proposer's SOI is not to exceed one (1) page in length and is to include:

- The Project name and PDB Contract # (i.e., PD2403).
- Statement that the Proposer is pre-qualified with TDOT, with the Proposer's pre-qualification expiration date, or that the Proposer has filed an application for pre-qualification with the TDOT Design and Construction divisions at least 14 days prior to the Proposer submittal due date listed in Section 2.1.
- A confirmation statement of the commitment for Key Individuals identified in the submittal to the extent necessary to meet TDOT's quality and schedule expectations.
- Certification that the information and data submitted in the letter and the related attachments are true and complete to the best knowledge of the individual signing the letter.
- Name, telephone number, and email address of the individual to contact regarding the Proposal submittal.

2.5.2 Mandatory SOI Attachments

The Proposer is to organize, label, and attach the following information immediately following its SOI. There are no page limit requirements in response to this section.

1. Surety letter stating that the Proposer can obtain a Performance and Payment Bond to meet the requirements and for at least the amount listed in Section 1.13.
2. Any information concerning any bankruptcy or receivership of the Proposer, or of any firm which is a member thereof, including information concerning any work completed by a surety.
3. Certification that the Proposer, or of any firm which is a member thereof, has not been debarred by, defaulted from, and/or entered into any voluntary exclusion agreement in lieu of debarment with, any federal, state, or local government agency, within the past five (5) years. Provide information concerning any suspension or temporary disqualification from bidding on any federal, State, or local government contract.
4. Certification that the Proposer, or of any firm which is a member thereof, has not defaulted on a federal, State, or local government contract within the past five (5) years.
5. Acknowledgement of all issued RFP addenda.
6. An affidavit(s) signed by the Proposer, on the form provided in Appendix C, certifying that the Proposer, and its member firms (if any), agents, subcontractors and employees are in compliance with the requirements of the TCA and Section 1.11.
7. The Proposer's design and preconstruction hourly/unit rates and documentation as required on the Hourly/Unit Rate form provided in Appendix C.
8. A completed Certificate of Final Indirect Costs, on the form provided in Appendix C.

2.5.3 Proposal

The Proposal must include the following sections, which the Selection Committee evaluates using scoring criteria detailed in Section 3.1. This section of the Proposal is to not exceed ten (10) pages.

2.5.3.1 PROJECT TEAM QUALIFICATIONS

1. **Subfactor #1:** Provide a brief description of the Proposer's project team, including how the proposed firms and Key Individuals meet the Project goals and foster a professional and collaborative team environment with TDOT and the identified stakeholders.
2. **Subfactor #2:** Provide individual biographies ("bios") for the following Key Individuals (see Section 2.5.4 for requirements to include resume as part of the Proposal attachments):
 - Project Manager
 - Construction Manager
 - Lead Structural Engineer
 - Lead Cost Estimator
 - Up to two other persons that the Proposer considers key to the success of the Project's preliminary design/preconstruction phase and/or construction phase

Each Key Individual bio is to address:

- Role and responsibilities under both the preliminary design/preconstruction and construction phases.
 - Qualifications and relevant experience, including unique knowledge of the Project.
 - Commitment of time and availability for both the preliminary design/preconstruction and construction phases.
3. **Subfactor #3:** Provide relevant project descriptions of the Proposer's structural and foundation repair experience of similar size, scope, and complexity that include:
- The project/contract name, location, and description of services provided, including any implemented innovations that could be relevant to the Project.
 - Overall project design and construction cost and schedule.
 - The noted Key Individuals assigned to the project and their specific roles on the project.
 - Reference(s) from the owner (**Note:** all references are to include current email address and telephone number)

The Proposer is to provide a **minimum of three (3)** completed project descriptions. The Proposer may not rely on the construction experience of a subcontractor or other team member for the purpose of meeting this requirement.

4. **Subfactor #4:** Provide the following safety information for each construction firm under the Proposer's team covering the period 2019 to present:
- Experience modification rates (EMRs).
 - List of any OSHA/TOSHA citations received, including the cause for the citation.
 - List of any incidents that resulted in significant injury, loss of life, or major property damage.

2.5.3.2 PROJECT APPROACH

Provide a preliminary design/preconstruction and construction approach that includes:

- The Proposer's concepts or additional details to advance what the Proposer provided with its initial Letter of Interest to describe:
 1. How the bridge will be raised to its original elevation and supported at that elevation during foundation repair.
 2. Proposed foundation repair procedures.
- The Proposer's preliminary design/preconstruction schedule and plan for delivering discrete structural and geotechnical design submittals in concert with the PDN's and PDB's pricing milestones (see Section 4 and Chapter 5 of the *PDB Standard Guidance Document* for what is required at each pricing milestone). The DBT may propose, and TDOT would find value, in a design schedule that depicts early work package(s) for temporary shoring/bridge stabilization and logical durations to start construction/repair work as soon as possible.
- How the Proposer intends to use the PDB process to support TDOT in 1) identifying all necessary rights-of-entry or temporary construction easement locations, 2) advancing utility coordination efforts, and 3) completing all environmental permitting activities during the preliminary design/preconstruction phase.

- The Proposer's approach to collaboration among TDOT when advancing technical solutions that optimize the design and construction schedule(s) and budget(s) and in its timely and full response to input received.
- Risk management strategies for identifying, costing, and mitigating/eliminating project risk or maximizing project opportunities (i.e., innovations) through a formalized risk management process. This subsection is to include the Proposer's preliminary list of risks, opportunities/innovations, and/or challenges, alongside potential mitigation strategies specific to the Project.
- All current office locations and the resident expertise intended to be provided under this RFP.
- Factors that may affect the Project's construction phase schedule, such as outside constraints, seasonal work, and availability for material, equipment, and labor.

2.5.3.3 COST ESTIMATING APPROACH

Provide a production-based, open-book cost estimating process that includes:

1. How the Proposer intends to use its cost model, any milestone submittal estimate, and GMP to transparently share cost information so that the Proposer and TDOT (including its ICE) understand costing assumptions, methodologies, and tasks.
2. How the Proposer plans to communicate key assumptions, backup, and/or quantities for each bid item and agreed to/defined risks or opportunities.
3. How the Proposer intends to advance pricing for the temporary shoring/bridge stabilization work within two weeks of NTP.

2.5.4 Proposal Attachments

The Proposer is to organize, label, and attach the following information immediately following the information listed in Section 2.5.3.

1. Resumes and references for all listed Key Individuals in Section 2.5.3.1. The resumes for all Key Individuals or Proposer value-added staff are not to not exceed one (1) page.
2. Supplemental materials not to exceed three (3) pages, such as additional cost model examples, a list of awards, letters of recommendations, or additional photos, exhibits, or schedules.

2.6 Reserved

3 EVALUATION CRITERIA AND SCORING

The method to select a DBT considers the following evaluation factors and assigned, weighted multipliers (i.e., the RFP scoring matrix) to arrive at an aggregate (total) score and selection of a Proposer.

Section	Weighting/Scoring	Section Reference/Comment
Proposal		
Statement of Interest ¹	Not scored	Section 2.5.1; 1 page max
Mandatory Proposal Attachments ¹	Pass/Fail	Section 2.5.2; no page limits
Proposal	Max. 100 Points	Section 2.5.3; (10 pages max)
Eval. Factor #1: Project Team Qualification	60 of 100 points	
Subfactor #1: Proposer Project Team Description	5% ²	
Subfactor #2: Key Individual Biographies (Bios)	60%	
Subfactor #3: Project Descriptions	30%	
Subfactor #4: Safety Information	5%	
Eval. Factor #2: Project Approach	30 of 100 points	
Eval. Factor #3: Cost Estimating Approach	10 of 100 points	
Proposal Attachments ¹	Not scored	Section 2.5.4; (Resumes + 3-page limit)

¹ No evaluation points will be assigned for this information; **however, the Proposal may be rejected as non-responsive if the required information is not attached/provided.**

*Notably for the Proposer's design and preconstruction hourly/unit rates listed on the Hourly/Unit Rate form, TDOT determines if the hourly/unit rates are reasonable. **The Proposal may be rejected as non-responsive** if the required documentation is not provided or if TDOT determines the hourly/unit rates are not reasonable to market conditions for comparable services.*

² TDOT assigns weightings and Selection Committee members score each subfactor based on its percentage of the overall evaluation factor.

3.1 Proposal Evaluation Criteria

Each Selection Committee member individually reviews and evaluates each responsive Proposal, assigning a rating for each factor or sub-factor listed in Section 2.5.3 according to the descriptions below.

Note: The primary focus of the evaluation is on the Proposer's qualifications compared to the listed requirements of Section 2.5.3 and how its approach meets or exceeds the project goals listed in Section 1.2.

Rating #	Description of the Rating
Excellent (95 to 100 point)	The Proposal demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of the scoring category. The Proposal communicates an outstanding level of quality. The Proposer's qualifications are exceptional. Proposal shows no weaknesses or deficiencies for this scoring category.
Good (85 to 94 points)	The Proposer demonstrates a strong understanding and has a strong approach to the scoring category. The Proposal communicates a high level of quality and exceeds the stated requirements of the RFP. The Proposal shows few weaknesses or deficiencies for this scoring category.
Acceptable (65 to 84 points)	The Proposal demonstrates a general understanding of the Project and an approach containing some weaknesses/deficiencies regarding the Project's requirements and objectives. The Proposal communicates an average level of quality and meets (but does not exceed) the stated requirements of the RFP.
Poor (below 65 points)	The Proposal has demonstrated a minimal understanding of the scoring category and contains numerous weaknesses and deficiencies. The Proposal demonstrates little or no level of quality or value. The Proposer's qualifications raise questions about the Proposer's ability to successfully meet the Project goals.

3.2 Reserved

3.3 Total Score and Selection Recommendation

TDOT applies the weighting factors to each factor and adds up the score of each Proposer. Per TCA requirements, upon completion of the scoring, the Proposers are ranked in order of the highest aggregate (total) score to the lowest aggregate score.

The Proposer who has the highest aggregate score is to be considered the first-tier Proposer. In addition, any Proposer who receives an aggregate score within five percent (5%) of the Proposer with the highest aggregate score also will be considered a first-tier Proposer.

The proposals of the first-tier proposers are submitted in alphabetical order to the Commissioner without an evaluation ranking. The Commissioner may select a first-tier proposer, or the commissioner may reject all proposals and proceed with the Project through another lawful method for procuring a construction services contract.

Award or rejection by the Commissioner will be based on qualifications, experience, best value, or any other combination of factors considered appropriate, and which are clearly specified in the solicitation documents.

4 SCOPE OF WORK FOR PDB PRELIMINARY DESIGN/ PRECONSTRUCTION SERVICES

The following initial scope of work reflects the current approach for the DBT to lead the preliminary design/preconstruction phase, understanding that the final scope of work is finalized based on discussions amongst the TDOT Project Manager, other TDOT staff, and the selected DBT.

4.1 General Project Management

The DBT is to provide the following as part of its general project management tasks:

- **Coordination:** The DBT Project Manager and assigned Key Individuals (Design Manager, Cost Estimator, and Construction Manager) are to meet weekly with the Project team, including the TDOT Project Manager.
- **Monthly Reports and Billings** include the reports and billing information required by TDOT.
- **General Reports and Submittals:** All reports and submittals must be reviewed and approved by TDOT prior to content being used in a follow-up work effort.

4.2 Kickoff Workshop

The DBT (to include all Key Individuals and Proposal listed additional staff personnel) is to attend and actively participate in a kickoff workshop in Knoxville (TDOT Region 1 offices) that includes:

- Introducing the Project, PDB delivery method, and the Project stakeholders.
- Overviewing the Project status and scope, goals, funding, preliminary design/preconstruction and construction schedule, etc.
- Identifying Project risks, referencing the Proposal risk matrix when developing a formal risk management plan.
- Reviewing current design plans, specifications, and reports.
- Scheduling the Project meetings, design submittals, estimate coordination meetings, and necessary milestone estimate tasks (e.g., constructability review, risk workshop, quantity reconciliation meeting, and reconciliation) for each milestone submittal.
- Establishing the Communication and Document Control Plan.

4.3 Specific Scope of Work: Tasks, Meetings, and Deliverables

The DBT is required to complete all tasks, meetings, and deliverables for the project's preliminary design/preconstruction phase (to include scopes of work for preliminary design, price facilitation, and construction coordination) as generally described in the following sections. TDOT will negotiate the full scope of the preliminary design/preconstruction phase with the successful Proposer when finalizing the preconstruction agreement.

4.3.1 Project (Design) Development Scope

The anticipated preliminary design and related project development activities and tasks for the Project are based on TDOT's PDN. TDOT has also provided an initial draft of these activities and tasks via email to all

Proposers with release of the RFP. The PDN can be accessed in its entirety at [Project Delivery Network \(PDN\) \(tn.gov\)](http://Project Delivery Network (PDN) (tn.gov)) for reference.

The DBT is expected to complete all related PDN activities and tasks for each relevant design stage, except for the following activities that are either not applicable to the Project or that TDOT will complete.

- ROW acquisition and relocation activities are not anticipated for the Project (beyond potential rights of entry or granting of temporary construction easements).
- TDOT is to prepare the NEPA Document, including obtaining all required water quality permits and completing any relevant stream mitigation design.
- TSMO (signal and ITS), pavement, and hydraulic design are not applicable for the Project.
- TDOT is to complete the necessary utility coordination for this Project.

4.3.2 Price Facilitation and Construction Coordination Scope

Task	Work Product	Unit	Total Quantity	Timing (as applicable)				
				Line and Grade (40%)	Plan-in-Hand (90%)	GMP	Other	
1	Review as-builts, current design, and site conditions review	EA	1	-	-	-	Prior to kickoff	
Description: DBT to review all provided Project information, including previous project as-builts, current concept plans (informal review if available), and a site conditions review.								
Regular Meetings	2	Attend and participate in regular team meetings and task force meetings	EA	Various	-	-	-	Weekly
	<p>Description: <i>The DBT (including members of the DBT's design team) to attend and actively participate in one-hour team meetings with TDOT staff, stakeholders, and the ICE to initially establish and continue to coordinate on Project details (e.g., scope, schedule, budget), design progression, construction means and methods, communication and document control protocols, third-party impacts, and other management and Project information. DBT to include time to lead all regular/weekly task force meetings for structures, geotechnical, and environmental (including permitting).</i></p> <p><i>The DBT (including members of the DBT's design team) to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).</i></p>							
	3	Attend and participate in estimate coordination meetings	EA	Various	-	-	-	Every two weeks
<p>Description: <i>The DBT (including members of the DBT's design team) to attend and actively participate in each one-hour estimate coordination meeting among the DBT, TDOT, and the ICE to establish and refine estimate assumptions and methodologies, to schedule milestone meetings and estimate follow up, and to communicate changes in scope, quantities, or phasing—all to ensure a consistent foundation for each respective estimate.</i></p> <p><i>The DBT (including members of the DBT's design team) to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).</i></p>								

Task	Work Product	Unit	Total Quantity	Timing (as applicable)					
				Line and Grade (40%)	Plan-in-Hand (90%)	GMP	Other		
Deliverables	4	Develop and update baseline construction schedule & phasing	EA	For each work package	✓	✓	✓	-	
	<p>Description: The DBT to develop the construction phase (and any early work package) baseline schedule and phasing plan(s) for review and use. The DBT to revise its baseline schedule and phasing plan based on comments received and progression of the Project's design during each milestone estimate period.</p> <p>The schedule is to include the Project's construction phase duration (including any early work packages), identifying key milestones, deliverables, and dependencies/logic, along with durations for procurement, shop drawing submittal and review, material submittals, construction work/management, and closeout.</p>								
	5	Develop Material Sourcing Plan	EA	1	-	-	-	-	Prior to Award
	<p>Description: The DBT to draft and finalize a material sourcing plan to apply during the construction contract and for all construction activities (including early work packages). The plan is to document material sources, access logistics, haul routes, haul requirements, and other related items. The plan is subject to TDOT approval and is to be finalized prior to awarding a construction contract.</p>								
	6	Develop Quality Control Plan	EA	1	-	-	-	-	Prior to Award
	<p>Description: The DBT to draft and finalize a quality control plan to apply during the construction contract and for all construction activities (including early work packages). The plan is to document applicable references and definitions, general requirements that describe quality methods and workflow processes, management and staff responsibilities, and an approach to measure, analyze, and improve results or output. The plan is subject to TDOT approval and is to be finalized prior to awarding a construction contract.</p>								
	7	Develop Worker and Public Safety Plan	EA	1	-	-	-	-	Prior to Award
	<p>Description: The DBT to draft and finalize a worker and public safety plan to apply during the construction contract and for all construction activities (including early work packages). The plan is to address safety means and methods for all contractor entities, TDOT staff, consultant staff, and the travelling public, including an approach to measure, analyze, and improve results or output. The plan is subject to TDOT approval and is to be finalized prior to awarding a construction contract.</p>								
	8	Provide constructability review comments on the plans	EA	1	✓	✓	-	-	
<p>Description: The DBT to provide a constructability review of the plans, specifications, and related reports for the listed design milestone submittals.</p>									
9	Develop and submit estimate or GMP submittal/proposal (and backup)	EA	N/A	✓	✓	✓	-		
<p>Description: To occur at the agreed-to point in the design process the project or portion thereof is ready to be priced for construction, the DBT to provide its estimate or GMP (as directed) for the construction work (and any early work packages) on the bid/estimate form provided by TDOT or as agreed to by the team. The estimate/GMP submittal is to include all costing backup information, including estimate software output, known subcontractor bids/quotes, documentation to support estimate assumptions, etc.</p>									

Task	Work Product	Unit	Total Quantity	Timing (as applicable)				
				Line and Grade (40%)	Plan-in-Hand (90%)	GMP	Other	
10	Resubmit estimate/GMP (and backup)	EA	N/A	-	✓	✓	-	
<p>Description: After the reconciliation meeting, the DBT to revise and resubmit its estimate or GMP (as directed) for the construction work (and any early work packages) on the bid/estimate form provided by TDOT or as agreed to by the team. The estimate resubmittal is to include all revised costing backup information, including estimate software output, known subcontractor bids/quotes, documentation to support estimate assumptions, etc.</p>								
Estimate and GMP Meetings and Participation	11	Milestone Estimate/GMP Process						
	11a	Lead constructability workshop (on the same day as task 11b)	EA	Various for each work package	✓	✓	-	-
	<p>Description: The DBT (including members of the DBT's design team) to lead (virtually if needed) the half-day constructability workshop during each milestone estimate period, providing comments from its review during the workshop.</p> <p>The DBT (including members of the DBT's design team) to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).</p>							
	11b	Attend risk management workshop (on the same day as task 11a)	EA	Various for each work package	✓	✓	-	Throughout
<p>Description: The DBT (including members of the DBT's design team) to attend (virtually if needed) and actively participate in the half-day risk management workshops during each milestone estimate period and throughout the preliminary design/preconstruction phase. For each meeting/workshop, the DBT (including members of the DBT's design team) to identify, quantify, document, and implement overall Project, TDOT management, design/preconstruction, and known construction risks and risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register.</p> <p>Although the risk register is to be maintained by TDOT or TDOT designee, the DBT (including members of the DBT's design team) to participate in the preparation and updating of the risk register, and to continuously coordinate its assumptions regarding impacts to risk as the design progresses.</p> <p>The DBT (including members of the DBT's design team) to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., revised risk worksheet).</p>								
11c	Attend quantity reconciliation meeting (virtual)	EA	Various for each work package	✓	✓	✓	-	
<p>Description: The DBT (including members of the DBT's design team) to virtually attend and actively participate in the up to half-day quantity reconciliation meetings during each milestone estimate period to compare quantity take-offs between the estimators and to agree upon a common set of quantities used as the basis for the price. For each meeting/workshop, the DBT to lead discussion of its work breakdown structure, items of work to price, units of measurement, and related quantities in coordination with TDOT and the ICE (if used).</p>								

Task	Work Product	Unit	Total Quantity	Timing (as applicable)			
				Line and Grade (40%)	Plan-in-Hand (90%)	GMP	Other
<p><i>The DBT to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., revised quantity worksheet).</i></p>							
11d	Attend subcontractor and vendor selection meeting	EA	Various for each work package	-	✓	✓	-
<p>Description: <i>The DBT to attend and actively participate in the 2-hour meeting subcontractor and vendor selection meetings during noted milestone estimate periods and during the GMP submittal process. For each meeting/workshop, the DBT to lead discussion on subcontractor quotes and to explain how the quotes are distributed within the bid items, to clarify any support services required for each subcontractor or vendor, to demonstrate to TDOT that it has solicited the minimum number of quotes from the subcontractors/vendors (where feasible), and to review any relevant pricing exclusions from the quotes.</i></p> <p><i>During the meeting, the DBT is to provide TDOT and the ICE a list of subcontractors or vendors contacted to document the solicitation outreach efforts, including any subcontractors or vendors that were unresponsive.</i></p> <p><i>The DBT to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT.</i></p>							
11e	Attend estimate/GMP reconciliation meetings (if needed; virtual)	EA	Various for each work package	-	TBD	TBD	-
<p>Description: <i>The DBT (including members of the DBT's design team) to virtually attend and actively participate in a half-day estimate reconciliation workshop during each milestone estimate period and during the GMP submittal process. The DBT to offer insight on its estimate/GMP assumptions and methodologies, schedule and phasing approach, and backup material in support of its costs.</i></p> <p><i>The DBT (including members of the DBT's design team) to complete meeting actions and follow-up assignments, as requested, in a timely manner and in a format acceptable to TDOT (e.g., via a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes to documents provided).</i></p>							

Appendix A: Sample PDB Services Contract

A template/sample of the PDB preconstruction agreement is available with release of this RFP.

By submitting a Proposal, the Proposer acknowledges it has reviewed the PDB preconstruction agreement and agrees that the terms and conditions of the contract(s) are acceptable without reservation.

Appendix B: Fee Percentage Inclusions and Exclusions

	Costs <u>NOT</u> TO BE included in Fee Percentage	Costs <u>TO BE</u> included in Fee Percentage
Item	Costs for the categories below to be negotiated and included in the direct “Cost of the Work”	Other indirect and non-reimbursable costs to be included in the fee percentage are listed below
E.1	Mobilization	Project Principal – all costs
E.2	Project Manager	Cost Estimator services during the design/construction phase—all costs. (Note: Cost Estimator services during the preliminary design/preconstruction phase are reimbursable as included in the Preconstruction Services Fee)
E.3	Construction Manager/Superintendent	Project Manager relocation, housing, and subsistence costs.
E.4	All other on-site, construction management staff as approved by the Agency	Construction Manager/Superintendent relocation, housing, and subsistence costs.
E.5	On-site administrative staff, including clerical and secretarial staff	Additional staff relocation, housing, and subsistence cost.
E.6	All project direct costs related to Safety	Home, branch and regional office administrative support staff and all related costs
E.7	All project direct costs related to Quality Control	Home, branch and regional office safety support staff and all related costs
E.8	Project office costs for cleaning, set up/demobilization, maintenance, security, utilities, rent/lease, equipment, and furniture	Home, branch and regional office quality control support staff and all related costs
E.9	Materials and equipment handling, including shipping/transport to site and storage costs	Profit
E.10	Job site temporary toilet facilities and maintenance	
E.11	Construction rental equipment	
E.12	Actual cost of permits	
E.13	All project direct costs related to implementation of Agency-approved DBE program	
E.14	Construction equipment and vehicles at Proposer’s internal cost rate, including costs of maintenance and fuel	
E.15	All costs related to cell phones, radios, fax machines, pagers, computers, and software.	
E.16	All costs of capital and interest; licenses and taxes required by law.	
E.17	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

Appendix C: Forms

HOURLY/UNIT RATE FORM	
PROJECT NAME:	SR-67 Emergency Bridge Repair
PDB CONTRACT #:	PD2403
PROPOSER LEGAL ENTITY NAME:	

The Proposer is to submit hourly/unit rates (inclusive of all labor costs, including overhead and profit) for all Key Personnel listed in Section 2.5.3.1 of the RFP on this form. This form and required rate documentation is to be included with the Proposer's mandatory SOI attachments (see Section 2.5.2 of the RFP).

TDOT is to evaluate the hourly/unit rates on a pass/fail basis based on rates that are reasonable when considering market conditions, in addition to the level of experience identified in the RFP and as generally expected of an individual filling the identified role.

Key Individual	Hourly Base Rate	Preconstruction Overhead %	Pre-construction Fee %	Fully Loaded Hourly Unit Rate
Project Manager	\$	%	13%	\$
Construction Manager	\$	%		\$
Lead Structural Engineer	\$	%		\$
Lead Cost Estimator	\$	%		\$
Optional additional Key Individual (1): _____	\$	%		\$
Optional additional Key Individual (2): _____	\$	%		\$

To demonstrate reasonableness of the overhead rate(s) included in this form, the Proposer is to include the following documentation, as applicable, for each firm proposing as part of the Proposer team:

- Provide evidence of TDOT-approved federal acquisition regulation (FAR) rate for each category specific to the respective Proposer or Key Individual firm; **OR**
- If the Proposer or Key Individual firm **does not** have an established federal acquisition regulation (FAR) rate with TDOT **but does** have an established FAR rate with another state, the Proposer or Key Individual firm is to provide information regarding the FAR rate accepted by other states' transportation agencies. Include a cognizant letter from the Proposer's/firm's home state, if applicable, and documentation showing approval from the other state transportation agency (apply TDOT Policy 301-01 for state-funded projects); **OR**
- If the Proposer or Key Personnel firm does not have an established FAR rate with any state transportation agency, the Proposer or Key Individual firm is to establish the noted overhead rate in accordance with TDOT Policy 301-01. This includes listing the firm's current overhead rate or the maximum allowable overhead rate of 145%, whichever is less. The Proposer or Key Individual firm is to provide supporting documentation to show the elements and calculations required by TDOT.

TDOT reserves the right to request additional supporting documentation for any rate not reflective of market conditions for comparable services. **Failure to provide requested documentation or listing a rate that is not consistent with market conditions for comparable services will be grounds for Proposer rejection as non-responsive.**

AFFIDAVIT REGARDING PROHIBITED COMMUNICATIONS, CONTINGENCY FEES AND CONFLICTS OF INTEREST	
PROJECT NAME:	
PDB CONTRACT #:	
PROPOSER LEGAL ENTITY NAME:	

The Proposer, identified above, does hereby attest, certify, warrant, and assure that the Proposer, and its member firms (if any), agents, subcontractors, or employees:

1. Have not communicated, with any member of the selection committee, or with any employee or official of the Department, concerning the review or evaluation of any Proposal, except that a Proposer may communicate with those Department employees who are specifically listed in the RFP as appropriate points of contact and in accordance with procedures established in the RFP that allow Proposers to communicate with entities such as utilities and permit agencies;
2. Have not offered or paid, and will not offer or pay, a contingency fee of any type that is directly tied to specific actions or work designed to help the Proposer obtain a contract through this RFP process; and
3. Have not received any compensation for assisting the Tennessee Department of Transportation in preparing this RFP.

PROPOSER SIGNATURE

NOTICE: This affidavit MUST be signed by an individual empowered to contractually bind the Proposer. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Proposer.

PRINTED NAME AND TITLE OF SIGNATORY

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, [name of authorized signatory for the Proposer identified above], with whom I am personally acquainted, and who acknowledged that the statements contained in this affidavit are true to the best of his knowledge, information and belief.

Witness my hand, at office, this _____ day of _____, year _____.

 NOTARY PUBLIC

My Commission Expires: _____

Acknowledgement and Attestation Form (Partnerships Form)

Project Name: _____

Date: _____ PDB Contract #: _____

By responding to this RFP, the Respondent(s) certify that he/she has reviewed the Progressive Design-Build Sample Contract, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____
Date City

_____ State of _____
County State

1) _____ 2) _____
Partner Signature Partner Signature

Typed Name: _____ Typed Name: _____

Notary: _____
Notary Signature Date

Commission Expires: _____

Note: Add additional signature if there are more than two partners.

Acknowledgement and Attestation Form (Joint Venture Form)

Project Name: _____

Date: _____ PDB Contract #: _____

By responding to this RFP, the Respondent(s) certify that he/she has reviewed the Progressive Design-Build Sample Contract, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____
Date City
_____ State of _____
County State

1) _____
Venture Partner Binding Signature Date

Typed Name: _____

Title: _____

Type of Business: _____

Witness Date

Typed Name: _____

2) _____
Venture Partner Binding Signature Date

Typed Name: _____

Title: _____

Type of Business: _____

Witness Date

Typed Name: _____

1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Please attach joint venture agreement.
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.

Acknowledgement and Attestation Form (Corporate Form)

Project Name: _____

Date: _____ PDB Contract #: _____

By responding to this RFP, the Respondent(s) certify that he/she has reviewed the Progressive Design-Build Sample Contract, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____
Date City

_____ State of _____
County State

_____ Date
Corporate Officer Signature

_____ Date
Secretary

Typed Name: _____ Typed Name: _____

Note: Use full corporate name and attach corporate seal here.

Seal

Acknowledgement and Attestation Form (Sole Proprietorship Form)

Project Name: _____

Date: _____ PDB Contract #: _____

By responding to this RFP, the Respondent(s) certify that he/she has reviewed the Progressive Design-Build Sample Contract, and its Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____
Date City

_____ State of _____
County State

_____ Respondent Date

Typed Name: _____ Typed Name: _____

Notary: _____
Notary Signature Date

Commission Expires: _____

Certificate of Final Indirect Costs

Instructions: Where contract terms and payment are negotiated based on individual elements of costs, the Design-Build Team must provide an indirect cost rate established in accordance with the federal cost principles (as specified in 2 CFR part 200, subpart E), and it shall include a certification by an official of the Design-Build Team that all costs are allowable in accordance with the federal cost principles.

An official of the Design-Build Team shall be an individual executive or financial officer of the Design-Build Team's organization, at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to make representations about the financial information utilized to establish the indirect cost rate proposal submitted.

The certification of final indirect costs shall read as follows and be submitted with the Proposal as detailed in the RFP:

Certificate of Final Indirect Costs

Project Name: _____

PDB Contract #: _____

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this Proposal (dated _____) to establish final indirect cost rates for (identify period covered by rate: _____) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) under title 48, Code of Federal Regulations (CFR), part 31; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR under 48 CFR part 31.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____