

STATE OF LOUISIANA

NEW MISSISSIPPI RIVER BRIDGE

ST. FRANCISVILLE TO NEW ROADS
INCLUDING APPROACHES AND CONNECTING ROADWAYS
ROUTE LA 10
WEST FELICIANA AND POINTE COUPEE PARISHES

DESIGN-BUILD PROJECT

STATE PROJECT NO. 052-02-0024, et. al.

SCOPE OF SERVICES PACKAGE

INSTRUCTIONS TO PROPOSERS



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1.0 INTRODUCTION

This Scope of Services Package is issued by the Louisiana Department of Transportation and Development (LA DOTD) to seek competitive Proposals for the New Mississippi River Bridge, St. Francisville to New Roads, Route LA 10 Project (Project). Proposals will only be considered from those Proposers that have been notified of their inclusion on the Short-List.

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

See also Part 1 – Agreement, Appendix A.

1.1 PROJECT GOALS

The following are the Louisiana Department of Transportation and Development's goals for the Project:

- A) Issue the Notice to Proceed for the Contract by early 2006;
- B) Completion of a fully operational Project by the third quarter of 2010;
- C) Design and construction of a maintainable, easily inspectable, long-lasting cable-stayed bridge;
- D) Design and construction of a Project of the highest quality that is both durable and aesthetic;
- E) Construction that is safe;
- F) A Project that is sensitive to the environment, the community, and historic preservation;
- G) A Project that allows the LA DOTD to evaluate the Design-Build (DB) project delivery method; and
- H) A Project delivered within or under the Louisiana Department of Transportation and Development's budget.

1.2 THE PROPOSAL

1.2.1 Documents in the Scope of Services Package

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

- A) Instructions to Proposers;
- B) Contract Documents Parts 1 through 8, inclusive;
- C) Reference Documents; and
- D) Additional documents issued by Addenda to this Scope of Services Package.

1.2.2 Technical Proposal

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

1.2.3 Lump Sum Price Proposal

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

1.2.4 Inclusion in Contract

Only that portion of the Technical Proposal information identified in Section A1.0 of Appendix A to this ITP and the Lump Sum Price Proposal and Supplemental Pricing Information identified in Appendix B to this ITP submitted by the successful Proposer will be included with and bound into the Contract as Part 8 – Proposal Information at execution. The Executive Summary, Summary Statement, and information submitted in Attachment 1 of the Proposal, as specified in Appendix A to this ITP, are for evaluation purposes only and will not be included as part of the Contract Documents.

1.2.5 Required Forms

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

1.2.6 Language in Proposal

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

1.2.7 Property of the Louisiana Department of Transportation and Development

All documents submitted by the Proposer in response to this Scope of Services Package will become the property of the LA DOTD except for the Escrow Proposal Documents and any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 2.5. Documents will not be returned to the Proposer except as specified in Sections 2.5 and 3.4.1. The concepts and representations in the information contained in the Proposal submitted by the Proposer will also become the property of the LA DOTD.

1.2.8 Errors

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

1.3 ABBREVIATIONS

A/E	Architectural/Engineering
DB	Design-Build
ITP	Instructions to Proposers
JV	Joint Venture
LLC	Limited Liability Company
LA DOTD	Louisiana Department of Transportation and Development
NOI	Notice of Intent
NTP	Notice to Proceed
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
US	United States

1.4 DEFINITIONS

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

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the Scope of Services Package after the release date of the Scope of Services Package.

“Advertisement” means the public announcement in the form of the Notice of Intent (NOI) inviting prospective Proposers to obtain a Request for Qualifications (RFQ) and submit a Letter of Interest/Statement of Qualifications (LOI/SOQ). The Advertisement included a brief description of the Work proposed to be the subject of the procurement with an announcement where the RFQ may be obtained, the terms and conditions under which LOIs/SOQs will be received, and such other matters as the LA DOTD deemed advisable to include therein. The Advertisement for this Project was published on November 15, 2004.

“Affiliate” means any of the following:

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

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

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

“Contract Documents” means the executed Agreement (contained in Part 1 of the Contract Documents included in the Scope of Services Package), Parts 2 through 7, the portions of the successful Proposer’s Proposal identified in Section 1.2.4), and all provisions required by law to be inserted in the Contract whether actually inserted or not. *See also* Part 1 – Agreement, Article 1.0. Whenever separate publications and the LA DOTD’s Standard Specifications are referenced in the Contract Documents, it is understood to mean the publications and specifications, as amended, which are current on the Proposal due date as set forth in Section 1.7.1, unless otherwise noted.

“Deficiency” means a material failure of a Proposal to meet the LA DOTD’s requirements or a combination of significant Weaknesses in a Proposal that increases the risk of unsuccessful Contract performance to an unacceptable level.

“Design-Build” means a project delivery methodology by which the LA DOTD contracts with a single legal entity (as such term is used in Act No. 81) that has responsibility for the design and construction of a project under a single contract with the LA DOTD.

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“Design-Builder” means the single legal entity (as such term is used in Act No. 81) selected pursuant to this Scope of Services Package that enters into the Contract with the LA DOTD to design and construct the Project.

“Designer” means a Principal Participant, Specialty Subcontractor, or in-house designer that leads the team furnishing or performing the design of the Project.

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

“Louisiana Department of Transportation and Development” means the LA DOTD or its representatives.

“Person” means any individual, firm, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), or partnership.

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

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

“Principal Participant” means any of the following entities:

- A) The Proposer;
- B) If the Proposer is a Joint Venture (JV), partnership, or LLC any joint venturer, partner, or member of the Proposer; and/or
- C) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Proposer.

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

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

“Proposer” means a single legal entity (as such term is used in Act No. 81) submitting a Proposal for the Project in response to this Scope of Services Package.

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

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

“Request for Proposals” - The “Scope of Services Package.”

“Request for Qualifications” – The LA DOTD’s Request for Qualifications (RFQ) issued on December 15, 2004.

“Scope of Services Package” – As defined under Act No. 81, the document identifying the Project and its Work to be performed and Materials to be furnished in response to which a Proposal may be submitted by a Proposer/Design-Builder. The Scope of Services Package includes the ITP, Contract Documents, and Reference Documents. The Scope of Services Package is issued only to Persons who are on the Short-List. The Scope of Services Package may also be referred to as the Request for Proposals or RFP.

“Statement of Qualifications” means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by the LA DOTD.

“Weakness” means a representation in the Proposal that is determined by the LA DOTD to increase the risk of unsuccessful Contract performance. A significant Weakness in the Proposal is a representation that is determined by the LA DOTD to greatly increase the risk of unsuccessful Contract performance.

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

1.5 IMPROPER CONDUCT

1.5.1 Prohibited Activities

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

1.5.2 Non-Collusion Form

The Proposer shall provide as part of the supporting information the Non-Collusion Form (Appendix C to this ITP). *See also* Appendix A to this ITP.

1.6 LANGUAGE REQUIREMENT

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

1.7 PROPOSAL SCHEDULE

1.7.1 Anticipated Schedule

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

<u>Schedule Event</u>	<u>Date</u>
Final date for submitting requests for technical concept review	September 23, 2005 <u>November 30, 2005</u>
Final date for responses to requests for technical concept review	September 30, 2005 <u>December 7, 2005</u>
Final date for receipt of Proposer questions and Proposer requests for approval of equals	October 7, 2005 <u>December 14, 2005</u>
Issue date for final Addendum and/or answers to Proposer questions or requests for approved equals	October 14, 2005 <u>December 21, 2005</u>
Proposal due date	November 15, 2005 <u>January 18, 2006</u>
Escrowed Proposal documentation due date	November 22, 2005 <u>January 25, 2006</u>
Review Period	December 15, 2005 through January 20, 2006 <u>February 9, 2006 through March 9, 2006</u>
Selection (Award) and Notification (Public Opening of Price Proposals)	January 23, 2006 <u>March 10, 2006</u>
Execution of Contract	January 24 through February 23, 2006 <u>March 13, 2006 through April 14, 2006</u>
Notice to Proceed	Within 60 Calendar Days of Contract execution
Project Substantial Completion	Not later than 51 months from NTP
<u>Project Final Acceptance</u>	<u>Not later than three months from Substantial Completion</u>

1.7.2 Proposal Due Date

The completed Proposal shall be delivered to the addressee at the address specified below, no later than 2:00 p.m. (Central Time), on the date specified in Section 1.7.1:

Louisiana Department of Transportation and Development
 Attention: Mr. Steve Cumbaa (Room 405-CC)
 Contract Services Engineer Administrator

By Courier

1201 Capitol Access Road
Baton Rouge, LA
70802-4438

By Mail

P.O. Box 94245
Baton Rouge, LA
70804-9245.

1.8 INSURANCE

Refer to Part 2 – DB Section 100, DB Section 107-2.2 for insurance requirements. Insurance certificates shall be submitted with the Contract that has been signed by the Proposer, as a condition to execution by the LA DOTD.

1.9 CHANGES TO THE PROPOSER’S ORGANIZATION

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

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

1.10 INELIGIBLE FIRMS

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

1.11 SCOPE OF WORK

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

1.12 CURRENT PROJECT BUDGET

The LA DOTD’s current budget for this Project is in the range of \$210 million to \$230 million.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The Contract will be procured through a single DB Contract per Louisiana Revised Statutes 48:250.2 and 48:250.3. The intent of the LA DOTD is to award the Contract to the qualified Proposer with the lowest adjusted score, as per Louisiana Revised Statutes Section 48:250.3(G).

This procurement process has included the following two steps:

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- A) Request for Qualifications/Statement of Qualifications (determination of the Short-List); and
- B) Scope of Services Package/Proposals (selection of the Design-Builder from Proposers on Short-List that submit Proposals).

The Design-Builder will be selected based on both pass/fail evaluation factors and technical evaluation factors that, when combined with price, result in the lowest adjusted score.

2.2 RECEIPT OF THE REQUEST FOR PROPOSAL DOCUMENTS AND OTHER INFORMATION

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

2.2.1 Louisiana Department of Transportation and Development Designated Point of Contact

The LA DOTD will only consider questions regarding the Scope of Services Package, including requests for clarification and requests to correct errors, if submitted in writing by a short-listed Proposer. All such requests must be submitted in the format shown on Form CF (*see* Appendix C to this ITP) to Mr. Steve Cumbaa at SteveCumbaa@dotd.louisiana.gov.

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

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

2.2.2 Rules of Contact

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

- A) A Proposer or any of its team members shall not communicate with another Proposer or its team members with regard to this Scope of Services Package or either Proposer's Proposal, except that Subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during LA DOTD sponsored informational meetings;
- B) The Proposers shall correspond with the LA DOTD regarding this Scope of Services Package only through the LA DOTD's and Proposer's designated representatives;
- C) The Proposers shall not contact LA DOTD employees, including, department heads; members of the evaluation teams, Primary DB Evaluation Committee, or Technical Review Committee; and any official who will participate in the decision to Award the Contract regarding the Project except through the process identified above;

- D) Any communications determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification;
- E) Any official information regarding the Project will be disseminated from the LA DOTD's designated representative identified in Section 2.2.1 on LA DOTD letterhead. Any official correspondence will be in writing and signed by the LA DOTD's designated representative; and
- F) The LA DOTD will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The LA DOTD reserves the right to issue Addenda at any time during the period of the procurement. The LA DOTD is responsible for providing Addenda only to the Short-Listed Proposers. Persons or firms that obtain the Scope of Services Package from sources other than the LA DOTD bear the sole responsibility for obtaining any Addenda issued by the LA DOTD for the Project.

2.3.2 Correspondence and Information

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

2.3.3 Responses to Questions

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

2.3.4 Date for Issuance of Final Addendum and Responses to Questions

The LA DOTD does not anticipate issuing any Addenda and/or responses to questions later than the date specified in Section 1.7.1.

2.4 TECHNICAL CONCEPT REVIEW

The Proposer may submit technical concepts to the LA DOTD regarding engineering solutions, construction solutions, or design and/or construction management. Concepts, questions, or clarifications regarding the procurement process or procedures or related to contractual language not specifically related to a proposed engineering solution, construction solution, or design and/or construction management shall be submitted through the standard question and response process set forth in Section 2.2.1.

The Proposer may submit technical concepts for review to the LA DOTD until the date identified in Section 1.7.1. All technical concepts shall be submitted in writing to the LA DOTD representative and at the E-mail address identified in Section 2.2.1.

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The Proposer shall submit its technical concepts for review on Form CF, but the Proposer **shall clearly identify such submissions as technical concepts**. If the Proposer does not clearly so designate technical concepts, such submissions shall not be treated as technical concepts by the LA DOTD.

The LA DOTD shall review each technical concept submitted. If a technical concept is summarily accepted or rejected, the LA DOTD's comments will inform the Proposer that its technical concept appears to be generally acceptable and within the requirements of the final Scope of Services Package or the LA DOTD will identify areas in which the approach appears to be inconsistent with the final Scope of Services Package. If the LA DOTD needs more information to determine whether or not the technical concept will be accepted or rejected, the LA DOTD will submit written questions to the Proposer.

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

The LA DOTD will return its acceptance, rejection, or additional questions pertaining to any specific technical concept no later than two weeks after receipt of that technical concept. If the Proposer does not receive a return response from the LA DOTD within two weeks of LA DOTD's receipt of the technical concept, the Proposer shall presume that the LA DOTD has rejected the technical concept.

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

2.5 COMPLIANT PROPOSAL

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

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

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

- A) If the Proposal is submitted on a form other than that furnished or specified by the LA DOTD; if it is not properly signed; if the Form of Proposal (*see* Appendix C to this ITP) is altered except as contemplated hereby; or if any part thereof is deleted from the Proposal package;
- B) If the Proposal or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the Scope of Services Package or contains unauthorized additions, conditional or alternate Proposals, or other irregularities of any kind, and if the LA DOTD determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- C) If the Proposer adds any provisions reserving the right to accept or reject an Award or to enter into a Contract following award;

- D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Security (*see* Appendix C to this ITP) is not provided, and/or if requested information deemed material by the LA DOTD is not provided; and
- E) If for any other reason the Louisiana Department of Transportation and Development determines the Proposal to be non-compliant.

2.6 NON-PUBLIC PROCESS

The LA DOTD will maintain a process to ensure confidentiality for the duration of this procurement. In accordance with Louisiana Revised Statutes Section 48:255.1, the LA DOTD may require each Proposer to furnish sufficient information that shall indicate the financial and other capacities of the Proposer to perform the proposed Work. This information shall be subject to audit and shall be submitted by the Proposer in a format clearly marked "confidential," and the information contained therein shall be treated as confidential and shall be exempted from the provisions of Louisiana Revised Statutes Sections 44:1 through 37.

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

- A) Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION" and identifying each section and page which has been so marked;
- B) Include a statement with its Proposal justifying the Proposer's determination that certain records are proprietary or trade secret information for each record so defined;
- C) Submit one copy of the Proposal that has all the proprietary or trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy"; and
- D) Defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in possession of the State.

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

2.7 PROPOSAL STIPEND

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

The stipend amount is \$300,000.00 and shall be paid to each Proposer not chosen as the successful Proposer and which receives a rating of pass on all pass/fail evaluation criteria and an overall technical rating of “ acceptable-“ (acceptable minus) or higher for all technical evaluation factors.

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

2.8 SUBMISSION OF PROPOSALS

2.8.1 Submission of a Proposal

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

- A) The Technical Proposal, which includes the Supplemental Selection Information, shall be in a sealed container clearly marked as “Technical Proposal – New Mississippi River Bridge.” (*See* Appendix A.) The Price Proposal shall be sealed within a separate container and clearly marked as “Price Proposal – New Mississippi River Bridge” and must include the Proposer’s license number as assigned by the State Licensing Board for Contractors. The Proposal, consisting of the Technical Proposal and Price Proposal shall be delivered to the designated representative at the address identified in Section 1.7.2;
- B) The State Project Number 052-02-0024, et. al., and the fact that this is a Proposal for the New Mississippi River Bridge shall be clearly shown on the cover of the containers. The name and address of the Proposer shall be clearly marked on the outside of the containers;
- C) When sent by United States Postal Service (USPS) or private carrier [i.e., Federal Express (FedEx) or United Parcel Service (UPS)], the sealed containers shall be sent in accordance with this ITP to the LA DOTD at the address of and in care of the designated representative specified in Section 2.2.1 and shall be received by such designated representative no later than the time specified in Section 1.7.2. In the alternative, a Proposal may be hand-delivered by the Proposer prior to the specified time on the Proposal due date to the designated representative identified in Section 2.2.1; and
- D) Where certified copies are required, the Proposer shall stamp the document or cover with the words “Certified True Copy” and have the stamp oversigned by the Proposer’s designated point of contact.

2.8.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the time and to the person specified in Section 1.7.2 of the ITP on the Proposal due date identified in Section 1.7.1. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supercedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so the LA DOTD can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms as described in Appendices A and B of this ITP. Line item changes

will not be accepted. Telegraphic, facsimile, or other electronically transmitted modifications will not be considered by the LA DOTD as modifications.

2.8.3 Withdrawal of a Proposal

A Proposer may withdraw its Proposal only by a written and signed request that is received by the LA DOTD prior to the Proposal due date identified in Section 1.7.1 and prior to the time and to the person specified in Section 1.7.2. Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the time designated in Section 1.7.2 on the Proposal due date identified in Section 1.7.1. The Proposer agrees that its Proposal will remain valid for 120 calendar days following the Proposal due date identified in Section 1.7.1. In the event a Proposer withdraws all or any part of its Proposal within 120 calendar days following the Proposal due date identified in Section 1.7.1 without written consent of the LA DOTD, the Proposer shall forfeit its Proposal Security.

2.8.4 Public Opening of Proposals

There will be a public opening of the Price Proposals, at which time the adjusted score for each Proposal will be calculated and the apparent successful Proposer (having the lowest adjusted score) will be announced.

2.8.5 Late Proposals

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

2.9 EXAMINATION OF THE SCOPE OF SERVICES PACKAGE AND WORK SITE

The Proposer shall carefully examine the Site of the proposed Work, including Material pits and haul roads, and the complete Scope of Services Package, including Reference Documents, before submitting a Proposal.

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

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

3.0 PROPOSAL REQUIREMENTS

3.1 LEGAL AUTHORITY

3.1.1 Opinion of Counsel

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

3.1.2 Contract Execution

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

3.1.3 Licensing Requirements

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations including, but not limited to, Louisiana Revised Statutes Section 48:250.3(A). Evidence of proper licensing shall be required to be provided prior to execution of the Contract by the selected Proposer.

3.2 CURRENCY

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

3.3 PROPOSAL SECURITY

3.3.1 Requirements

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

3.3.2 Return of Proposal Security

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

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

3.3.3 Surety Requirements

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

3.3.4 Rights Reserved

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

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 120 calendar days after the Proposal due date identified in Section 1.7.1 without the consent of the

LA DOTD; should refuse or be unable to enter into the Contract; should refuse or be unable to furnish adequate and acceptable performance and payment bonds; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish the Proposal Information (*see* Appendix A) or all Pricing Information specified (*see* Appendix B), it shall forfeit its Proposal Security.

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

3.4 ESCROWED PROPOSAL DOCUMENTS

3.4.1 Delivery of Escrowed Proposal Documents

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

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

3.4.2 Review of Escrowed Proposal Documents

Representative of the LA DOTD and the Proposer shall review the Escrowed Proposal Documents prior to Contract execution to determine whether they are complete. Such representatives shall also organize the Escrowed Proposal Documents, labeling each page so that it is obvious that the page is a part of the Escrowed Proposal Documents and to enable a person reviewing the page out of context to determine where it can be found within the Escrowed Proposal Documents. Such representatives shall compile an index listing each document included in the Escrowed Proposal Documents and briefly describing the document and its location in the Escrowed Proposal Documents. The LA DOTD will have a right to retain a copy of the index. If, following the initial organization, the LA DOTD determines that the Escrowed Proposal Documents are incomplete, the LA DOTD may require the Proposer to supply data to make the Escrowed Proposal Documents complete. Incomplete Escrowed Proposal Documents may render the Proposer non-responsive.

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

3.4.3 Return of Escrowed Proposal Documents

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

3.4.4 The Louisiana Department of Transportation and Development's Acknowledgment

The LA DOTD acknowledges that each Proposer considers that the Escrowed Proposal Documents constitute trade secrets or proprietary information. This acknowledgment is based upon the LA DOTD's

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

3.5 SIGNATURES REQUIRED

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

3.6 NUMBERS OF DOCUMENTS

3.6.1 Executive Summary

Eleven copies of the Executive Summary shall be provided.

3.6.2 Proposal Security

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

3.6.3 Technical Proposal

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

3.6.4 Lump Sum Price Proposal

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

3.6.5 Cost of Preparing Proposal

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, shall be borne by the Proposer, except for any costs paid in accordance with Section 2.6.

3.6.6 Obligation to Award

In accordance with Louisiana R. S. 48:255(B), the LA DOTD shall be under no obligation to award the Contract to the Proposer submitting the lowest priced Proposal, to award to the apparent successful Proposer, or to award the Contract at all.

3.6.7 Additional Submittals Prior to Contract Execution

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

3.7 RESOURCE AVAILABILITY

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

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

4.0 PRE-PROPOSAL MEETINGS

4.1 INFORMATIONAL MEETINGS

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

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

4.2 ATTENDEES

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

4.3 QUESTIONS AND RESPONSES

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

5.0 CONTRACT AWARD AND EXECUTION

5.1 CONTRACT AWARD

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

The selected Proposer shall, within ten working days following notice of award, provide the LA DOTD, in writing, Proposer's Federal Internal Revenue Service Employer Identification Number, or, if Proposer is an individual with no employer identification number, Proposer's Social Security Number.

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

- A) Volumes 1 through 6 of the Technical Proposal in the format specified in Appendix A, Table A, to this ITP. (*See* Section 3.6.7);
- B) The lump sum Price Proposal, including the Supplemental Pricing Information, if any, in the format specified in Appendix B to this ITP. (*See* Section 3.6.7);
- C) Required Payment and Performance Bonds. (Appendix C to this ITP);
- D) Insurance certificates;

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- E) Full details of who will sign the Contract, if executed, and evidence as to the authority, power, and capacity of said individuals to bind the Proposer to a Contract;
- F) Updated opinion of counsel on Form OC (with regard to Contract); and
- G) Evidence that the Designer and any Subcontractors performing design and/or construction Work are properly licensed, if not previously provided.

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

The Contract with the selected Proposer shall not be effective until both the Design-Builder and the LA DOTD have signed it.

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

At the time of the return of the executed Contract, the successful Proposer shall furnish a Payment Bond and a Performance Bond. The surety and form of the bonds must be acceptable to the LA DOTD.

5.2 EXECUTION OF CONTRACT

The successful Proposer will be required to execute four originals of the Contract and to comply in all respects with the statutory provisions relating to the Contract within 15 working days of the date of the delivery of the Contract Documents by the LA DOTD. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Contract to the LA DOTD within the 15 working day period herein mentioned, the amount of the Proposal Security may be forfeited and paid to the LA DOTD.

If the Contract is not executed by the LA DOTD within 20 working days following receipt from the successful Proposer of the signed Contract and appropriate and satisfactory payment and performance bonds, the Proposer shall have the right to withdraw the Proposal without penalty.

If the LA DOTD and the successful Proposer fail to execute the Contract within the time periods identified above, award of the Contract may be made to the apparent “next” successful Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the LA DOTD may decide.

The Contract will not be effective until it has been fully executed by all of the parties thereto.

6.0 PROPOSAL EVALUATIONS

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

The written Technical Proposal will be evaluated on the pass/fail and technical factors identified in the ITP. The Technical Review Committee will determine the pass/fail status and final total technical score

of each Proposal before the public opening of the lump sum Price Proposals. The lowest adjusted score shall be determined by the following formula:

Adjusted Score = lump sum Price Bid [Price Proposal] ÷ Technical Score [final total technical score].

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

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

6.1 EVALUATION FACTORS AND CRITERIA

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

Management Approach, Key Personnel and Experience, Technical Solutions, and Project Support evaluation factors, subfactors, and elements will be rated on a quality basis.

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

6.1.1 Pass/Fail Evaluation Factors

Each Proposal must achieve a rating of pass on any pass/fail evaluation factor listed in Sections 6.1.1.1 through 6.1.1.3 to receive further consideration. Failure to achieve a pass rating on any pass/fail evaluation factor after any clarifications (*see* Section 6.2.3) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

6.1.1.1 Legal

The Legal evaluation factor includes the following:

- A) A legal opinion provided on Form OC (*see* Appendix C to this ITP);
- B) A properly executed Form of Proposal, (Appendix C of this ITP);
- C) Evidence of the Designer's or any Subcontractor's performing design or surveying license to practice engineering and surveying within the State of Louisiana or a commitment to obtain the license prior to Contract execution;
- D) For any Subcontractor performing construction Work, evidence of that Subcontractor's license to perform such Work within the State of Louisiana or a commitment to obtain the license prior to Contract execution;
- E) Completion and submittal of specified forms and documents; and
- F) Compliance with Instructions to Proposers legal requirements.

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

6.1.1.2 Financial

Financial evidence must show the Proposer's sustained capability to meet the financial responsibilities of the Contract and updated evidence or reaffirmation of the Proposer's continuing capability to secure

performance and payment bonds covering the specific terms of the Contract. (*See* Section A3.4 of Appendix A to this ITP and Part 2 – DB Section 100, DB Section 103-3 and Appendix 103A, Payment, Performance, and Retainage Bond Form.)

6.1.1.3 Responsiveness to Instructions to Proposers Requirements

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

6.1.2 Technical Evaluation Factors and Subfactors and Their Relative Importance

The following are the technical evaluation factors:

- A) Technical Solutions;
- B) Key Personnel and Experience;
- C) Management Approach; and
- D) Project Support.

The technical evaluation factors listed in Section 6.1.2(A) through (D) are listed in descending order of importance.

Within the above listed factors, the following are the subfactors the LA DOTD regards as the most important and will receive the greatest consideration during the evaluation process:

- 1) Technical Solutions
All subfactors under the Technical Solutions technical evaluation factor are of equal importance;
- 2) Management Approach
 - a) The Project Management Plan is more important than all other subfactors;
 - b) Project Controls is more important than Organization.

The factors and subfactors listed in this Section 6.1.2 will be evaluated, rated, and scored using the rating and scoring guidelines specified in Section 6.2 with emphasis given to the desired quality expressed in the statement of each factor and/or subfactor.

6.1.2.1 Technical Solutions

The following are the Technical Solutions technical evaluation subfactors:

- A) Cable-stayed bridge design concept;
- B) Approach structures and other bridges design concepts;
- C) Drainage; and
- D) Roadway geometric design concepts.

All subfactors listed in this Section 6.1.2.1(A) through (D) are of equal importance.

Specific information to be submitted is identified in Section A4.0 of Appendix A to this Instructions to Proposers.

6.1.2.2 Key Personnel and Experience

The Key Personnel and Experience technical evaluation factor will include information on Key Personnel and Resumes.

Specific information to be submitted is identified in Section A5.0 of Appendix A to this Instructions to Proposers.

6.1.2.3 Management Approach

The following are the Management Approach technical evaluation subfactors:

- A) Project Management Plan;
- B) Project Controls; and
- C) Organization.

The subfactors listed in this Section 6.1.2.3 are in descending order of importance.

Specific information to be submitted is identified in Section A6.0 of Appendix A to this Instructions to Proposers.

6.1.2.4 Project Support

The Project Support technical evaluation factor will include, among other plans, a preliminary public outreach plan.

Specific information to be submitted is identified in Section A7.0 of Appendix A to this Instructions to Proposers.

6.1.3 Lump Sum Contract Price

The Proposer shall submit a Lump Sum Contract Price for all services in fulfillment of the requirements and within the constraints of this Scope of Services Package. The Pricing Information shall be submitted in accordance with Appendix B to this ITP. The total Lump Sum Contract Price shown in the Pricing Information for the Project shall be the Lump Sum Contract Price if the Contract is Awarded.

Specific information to be submitted is identified in Appendix B to this ITP. The following elements will be considered in the price evaluations:

- A) Lump Sum Proposal Price;
- B) Consistency of the Proposal Periodic Payment Schedule with the Proposed Baseline Progress Schedule; and
- C) Price Reasonableness (Form SP, Appendix C to this Instructions to Proposers).

Each Proposal shall specify the sum for which the Work will be performed according to the Scope of Services Package. The lowest adjusted score shall be determined by the LA DOTD by evaluating both pass/fail and technical evaluation factors and combining the final total technical score with Lump Sum Contract Price using the formula identified in Section 6.0. The LA DOTD reserves the right to reject any Proposal in which any of the prices are significantly unbalanced to the potential detriment of the LA DOTD.

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

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

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

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

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

6.2 EVALUATION GUIDELINES

6.2.1 Technical Solutions, Key Personnel and Experience, Management Approach, and Project Support

Using the evaluation criteria and relative importance of Section 6.1.2, the technical evaluation factors and subfactors and elements thereof will be evaluated in accordance with the guidelines provided in this Section 6.2.1.

The technical evaluation factors, subfactors, and the overall technical Proposal will be rated by consensus of the Technical Review Committee using a qualitative/ descriptive (adjectival) method. The following qualitative/descriptive ratings shall be used in evaluation of each technical evaluation factor and the quality rating of the overall technical Proposal, which shall then be converted into a single final total technical score for the Proposal:

EXCEPTIONAL ~ The Proposer has demonstrated an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the LA DOTD. This rating indicates a consistently outstanding level of quality with very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.

GOOD ~ The Proposer has demonstrated an approach that is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.

ACCEPTABLE ~ The Proposer has demonstrated an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Proposal demonstrates a reasonable probability of success. Weaknesses are minor and can be readily corrected.

UNACCEPTABLE ~ The Proposer has demonstrated an approach that indicates significant Weaknesses/Deficiencies and/or unacceptable quality. The Proposal fails to meet the stated criteria

and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success; Weaknesses/Deficiencies are so major and/or extensive that a major revision to the Proposal would be necessary.

In assigning ratings the LA DOTD may assign “+” or “-” (such as, “exceptional -,” “good +,” and “acceptable +”) to the ratings to better differentiate within a rating in order to more clearly differentiate between the Proposals.

6.2.2 Rating/Scoring Conversion Table

After the Technical Review Committee assigns a consensus overall technical rating for each Proposal, a final total technical score will be determined for each Proposal using Table 6-2, Rating/Scoring Conversion Table.

**Table 6-2
Rating/Scoring Conversion Table**

Overall Proposal Technical Rating	Final Total Technical Score
Exceptional +	1,050
Exceptional	1,040
Exceptional -	1,025
Good +	1,010
Good	1,000
Good -	990
Acceptable +	975
Acceptable	960
Acceptable -	950

6.2.3 Clarifications

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

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

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

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

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

6.3 INTERVIEWS/PRESENTATIONS

The LA DOTD may meet with and receive presentations and conduct interviews with Proposers prior to opening the lump sum Price Proposals.

6.4 SELECTION DETERMINATION

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

The LA DOTD will rate the Proposals for pass/fail and technical capability. In determining the successful Proposer, the LA DOTD will evaluate the technical evaluation factors and subfactors and assign an overall technical rating and score for each Proposer using the guidelines in Sections 6.2.1 and 6.2.2. The LA DOTD will also determine whether the lump sum Price Proposals are responsive.

The LA DOTD will not Award the Contract to any Proposer that receives a fail rating on any pass/fail evaluation factor (Section 6.1.1) or receives a quality rating of "unacceptable" for any technical evaluation factor (Section 6.1.2). The LA DOTD will not award the Contract to any Proposer that the LA DOTD determines has submitted a non-responsive Proposal (Price Proposal or Technical Proposal).

6.5 PRE-AWARD MEETINGS

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

7.0 HEARINGS

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

7.1 NOTIFICATIONS

Both pass/fail and technical evaluation factors and the Lump Sum Contract Price are being considered in the evaluation of these Proposals. Overall technical ratings and final total technical scores will be determined by the Technical Review Committee and the notification/hearing/review process will be completed prior to the public opening of the Lump Sum Contract Price, at which time the apparent successful Proposer and the ranking of the Proposals will be determined.

After completion of the technical evaluation, the Technical Review Committee will notify each Proposer of its technical evaluation factor ratings, overall technical rating, and final total technical score.

7.2 HEARING

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

7.3 REVIEW

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

8.0 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS AND DISCLAIMERS

8.1 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS

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

- A) Reject any or all Proposals;
- B) Issue a new Scope of Services Package;
- C) Cancel, modify, or withdraw the entire Scope of Services Package;
- D) Issue addenda, supplements, and modifications to this Scope of Services Package;
- E) Modify the Scope of Services Package process (with appropriate notice to Proposers);
- F) Appoint a Technical Review Committee and evaluation teams to review Proposals and seek the assistance of outside technical experts in Proposal evaluation;
- G) Approve or disapprove the use of subcontractors and/or substitutions and/or changes in SOQs;
- H) Revise and modify, at any time before the Proposal due date identified in Section 1.7.1, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the LA DOTD shall circulate an addendum to all Proposers on the Short-List setting forth the changes to the evaluation criteria or methodology. The LA DOTD may extend the Proposal due date identified in Section 1.7.1 if such changes are deemed by the LA DOTD, in its sole discretion, to be material and substantive;
- I) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;

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- J) Waive Weaknesses, informalities, and minor irregularities in Proposals;
- K) Disqualify any Proposer that changes its organization (as represented in its SOQ) without LA DOTD written Approval;
- L) Hold the Proposals under consideration for a maximum of 120 calendar days after the Proposal due date specified in Section 1.7.1 until the final Award is made; and/or
- M) Refuse to issue a Scope of Services Package to a prospective Proposer and to refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - 1) Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
 - 2) Default on the part of a Principal Participant or Designer under previous contracts;
 - 3) Unsatisfactory performance of previous work by the Proposer, a Principal Participant, and/or a Designer;
 - 4) Issuance of a notice of debarment or suspension under LA DOTD or federal regulations to the Proposer, a Principal Participant, and/or a Designer;
 - 5) Submittal by the Proposer of more than one Proposal for the same Work under the Proposer's own name or under a different name;
 - 6) Evidence of collusion between a prospective Proposer (or any Principal Participant or Designer) and other Proposer(s) (or Principal Participants or Designers) in the preparation of an SOQ, proposal, or bid for any LA DOTD project; and/or
 - 7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible, which in the judgment of the LA DOTD might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

This Scope of Services Package does not commit the LA DOTD to enter into a Contract, nor does it obligate the LA DOTD to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for any costs paid in accordance with Section 2.6 to this ITP.

8.2 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S DISCLAIMERS

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

- A) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement, except for any costs paid in accordance with Section 2.6.

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