

Instructions to Proposers

Washington State Department of Transportation

I-405/Brickyard to SR 527 - Improvements Project

**ISSUED:
October 25, 2022**

**PROPOSALS DUE:
May 30, 2023**

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1 **1.0 General Information**

2 **1.1 Introduction**

3 The Washington State Department of Transportation (WSDOT) will use a two-phase
4 process to select a design-build contractor (“Design-Builder”) to deliver the
5 I-405/Brickyard to SR 527 – Improvement Project (the “Project”) described in the
6 Contract. During the first phase of the procurement, WSDOT determined the short list of
7 Proposers for the Project based on Statements of Qualifications (SOQ) it received in
8 response to its Request for Qualifications (RFQ), dated September 14, 2022. This
9 Request for Proposal (RFP) is issued as part of the second phase of the procurement.

10 The RFP documents consist of these Instructions to Proposers (ITP), the *General*
11 *Provisions*, the Technical Requirements, the Contract Form, which will be conformed to
12 include information based on the successful Proposer’s Proposal and signed by WSDOT
13 and the Design-Builder; and certain other documents identified in Appendix A of the
14 Contract.

15 WSDOT invites the SOQ submitters who have been advised that they are on the short list
16 (Proposers) to submit electronic competitive Proposals (Proposals) for design and
17 construction of the Project, as more specifically described in this RFP. WSDOT will
18 award the Contract for the Project (if at all) to the responsive and responsible Proposer
19 offering a Proposal that meets the standards established by WSDOT, and that is
20 determined by WSDOT to provide the best value to WSDOT. The process for
21 determining the Apparent Best Value Proposer includes a review of the pass/fail (P/F)
22 requirements; an assessment of the quality of the Proposer’s Technical Proposal; and the
23 Proposer’s Price Proposal. WSDOT will accept Proposals only from short listed
24 Proposers.

25 The Design-Build process is paperless in accordance with Executive Order E 1066.00,
26 Executive Order E 1010, and RCW 19.360. Consequently, within all design-build
27 documents, each occurrence of the term Written shall be deemed to mean an electronic
28 communication (see definition of Written in Section 1-03.1 of the *General Provisions*).
29 Additionally, references to signature shall be deemed to refer to either electronic
30 signature or Digital Signature, depending on context.

31 **1.2 Definitions**

32 Capitalized terms used in the ITP and not otherwise defined herein, shall have the
33 meanings set forth in the *General Provisions*.

34 **1.3 Scope of Work**

35 The Project description is provided in Section 2.1, *General Information* of the Technical
36 Requirements (TR). The Work includes all services, labor, material, and equipment
37 necessary to design and build the Project in accordance with the Contract.

38 Proposers are advised that this RFP was developed to organize and consolidate the
39 specifications and design and construction criteria for all Project components. However,
40 the TR do not specifically describe every detail of the Work required. It is each
41 Proposer’s responsibility to review all pertinent Project requirements and criteria, as
42 contained in the entire RFP, and the Proposer selected as the Design-Builder must
43 perform its obligations in accordance with the requirements of the entire RFP. The

1 Design-Builder shall not rely on the physical description contained in the Contract to
2 identify all of the Project components. The Design-Builder shall determine the full scope
3 of the Project through a thorough examination of the RFP, the Project Site, and any
4 reasonable inferences to be gathered from each.

5 Sustainability is a core value of WSDOT. The use of recycled concrete is an important
6 sustainability objective. This ITP includes a process that encourages the Proposer to
7 consider the use of recycled concrete aggregate. Each percentage commitment, up to
8 25 percent, to use recycled concrete aggregate will add value to the Project. WSDOT will
9 award technical credits to proposals based on the commitment to use recycled concrete
10 aggregate in accordance with the instructions contained in this ITP. The Proposer may
11 elect to include a commitment to the percentage of recycled concrete aggregate used
12 based on the eligible aggregate materials listed in Section 9-03.21(1)F of the Standard
13 Specifications.

14 The Contract includes the ability for WSDOT to assess liquidated damages in the event
15 the Design-Builder fails to meet the committed percentage of recycled concrete aggregate
16 as shown on Form T, *Recycled Concrete Aggregate*.

17 **1.3.1 Basic Configuration**

18 The Basic Configuration is defined in Section 1-01 of the *General Provisions*. The
19 Proposal must be consistent with the Basic Configuration and the Contract, subject only
20 to such changes as may have been approved by WSDOT in accordance with the
21 Alternative Technical Concepts (ATCs) process described herein.

22 **1.3.2 Conceptual Plans and Reference Documents**

23 The Reference Documents contained in the RFP (including those portions of the
24 Conceptual Design that do not establish the Basic Configuration elements) are provided
25 for informational purposes to assist the Proposers in preparing their Proposals, but the
26 Reference Documents do not represent requirements binding on the Design-Builder.
27 WSDOT makes no representation or warranty as to the accuracy, adequacy, applicability,
28 or completeness of the Reference Documents. Except to the extent set forth to the
29 contrary in the Contract, reliance upon the Reference Documents shall be at the
30 Proposer's risk, and WSDOT shall have no liability or obligation as a result of the
31 inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents,
32 regardless of the contents thereof.

33 Each Proposer is responsible for reviewing the Conceptual Plans in advance of
34 submitting its Proposal, for purposes of assessing their adequacy for meeting the Contract
35 requirements and determining whether any changes are necessary or advisable. The
36 Design-Builder shall be solely responsible for Project design and construction in
37 accordance with the Contract.

38 **1.3.3 Utility Relocations**

39 Section 1-07.17 of the *General Provisions* and Section 2.10, *Utilities and Relocation*
40 *Agreements* of the TR (together with any documents referenced therein) set forth the
41 rights and obligations of WSDOT, the Design-Builder, and any Utility Owner with
42 respect to Relocation and Relocation Costs. Price Proposals shall be consistent with the
43 requirements of Section 1-07.17 of the *General Provisions*. WSDOT funds are not
44 available for Relocation Costs arising out of the Relocation of a Utility for which the
45 Utility Owner has Cost Responsibility. Proposers are required to certify that they have

not included in their Price Proposal any such Relocation Costs. Proposers are reminded that the circumstances under which the Design-Builder may obtain additional compensation for Relocation Costs under the Contract are extremely limited.

1.3.4 Project Goals

WSDOT has established the following Project goals:

Goal 1: Deliver System Benefit Early – Construct a project that provides congestion relief, enhances mobility and improves transit connectivity, and implements a smooth roll-out of the expanded toll system.

Goal 2: Minimize Impacts – Develop and implement strategies that minimize impacts to the traveling public, the environment, multimodal transportation systems, communities, and businesses. Perform effective maintenance of traffic, design, construction staging, and timely Project outreach.

Goal 3: Manage Project Effectively – Deliver a successful Project, through effective project and quality management, partnering, and risk management.

1.3.5 Validity Period; Notice to Proceed

Proposals shall remain valid for 90 Calendar Days after the Proposal Due Date. WSDOT anticipates that Notice to Proceed (NTP) will be issued shortly after Contract execution, but WSDOT may defer issuance of NTP for up to 30 Calendar Days after Contract execution.

1.3.6 Procurement Schedule

Action	Date
Issue RFP	October 25, 2022
Voluntary Proposer Meeting	November 1, 2022
ATC Submittal Deadline	April 28, 2023
Deadline for Submitting Proposer's Questions	April 28, 2023
Deadline for WSDOT Response to Proposer's Questions and ATCs	May 5, 2023
Proposals Due	May 30, 2023
Announce Apparent Best Value Proposer	June 22, 2023
Anticipated Contract Execution	August 18, 2023
Estimated NTP	September 14, 2023

1.3.7 Project Cost

The estimated range for the Contract is approximately \$450,000,000 to \$525,000,000.

1.3.8 Small, and Veteran-Owned Business Enterprises and Minority and Women's Business Enterprise Participation

1.3.8.1 *Small and Veteran-Owned Business Enterprise Participation Requirements*

The participation of Small and Veteran Business Enterprises (SVBE) is an important strategic objective for the State. Enforceable SVBE Contract Goals are included in this Contract.

1 The amount of SVBE participation that must be attained by the Design-Builder in the two
2 SVBE Contract Goals are expressed as a percentage of the Design-Builders total Proposal
3 Price plus all executed Change Orders.

4 WSDOT has established the following enforceable SVBE Contract Goals:

- 5 • Small Business Enterprises (SBE) 5 percent
- 6 • Veteran-Owned Business (VOB) 3 percent

7 Amounts paid to a SVBE will only be credited to one SVBE Contract Goal expressed
8 above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

9 To be eligible for award of this Contract, each Proposer must submit a SVB Plan. The
10 SVB Plan shall be complete and able to be approved by WSDOT prior to execution of the
11 Contract.

12 For SVBE requirements, refer to Section 1-07.11(12) of the *General Provisions*.

13 **1.3.8.2 Voluntary Minority and Women's Business Enterprise Goals**

14 The participation of Minority and Women Business Enterprises (MWBEs) is an
15 important strategic objective for the State. This Contract will include voluntary goals for
16 MWBE participation. The Proposer is encouraged to utilize MWBEs in accordance with
17 the *General Provisions*, RCW 39.19, and Executive Order 13-01 (issued by the Governor
18 of Washington on May 10, 2013).

19 No preference will be included in the evaluation of Proposals; no minimum level of
20 MWBE participation is required for completion of the Contract; and a Proposal will not
21 be rejected or considered nonresponsive on that basis. While the goals are voluntary
22 efforts to provide MWBEs maximum practicable opportunities are encouraged.

23 Goals for voluntary MWBE participation have been established as a percentage of the
24 Design-Builder's Total Proposal Price. WSDOT has established the following voluntary
25 goals:

- 26 • Minority Business Enterprises (MBE) 10 percent
- 27 • Women Business Enterprises (WBE) 6 percent

28 For MWBE requirements, refer to Section 1-07.11(11) of the *General Provisions*.

29 Amounts paid to a MWBE will be credited to every voluntary MWBE goal in which they
30 are eligible. Amounts credited to an enforceable SVBE Contract Goal will be credited
31 toward each voluntary MWBE goal in which they are eligible. This may result in SVBE
32 participation being credited to more than one voluntary MWBE goal.

33 While the goals are voluntary, efforts to provide MWBEs maximum practicable
34 opportunities are encouraged.

35 **1.3.9 Disadvantaged Business Enterprise Participation Requirements**

36 This Section is intentionally omitted.

1 **2.0 Procurement Process**

2 **2.1 Confidentiality and Conflicts of Interest**

3 **2.1.1 Organizational Conflicts of Interest**

4 Organizational conflicts of interest mean that because of other activities or relationships
5 with other persons or entities, a Person or entity:

- 6 • Is unable or potentially unable to render impartial assistance or advice to
7 WSDOT
- 8 • Is or might be otherwise impaired in its objectivity in performing the Contract
9 Work
- 10 • Has an unfair competitive advantage

11 The integrated nature of the design-build project delivery method creates the potential for
12 organizational conflicts of interest. Disclosure, evaluation, neutralization, and mitigation
13 of these conflicts and of the appearance of conflicts, is in the interests of the public,
14 WSDOT, and the consulting and construction communities.

15 WSDOT will take steps to ensure that individuals involved in the preparation of the
16 procurement package, evaluation of each SOQ and Proposal, and Design-Builder
17 selection are not influenced by organizational conflicts of interest, and that no Proposer is
18 given an unfair competitive advantage over another.

19 Attention is directed to the requirement for disclosure of organizational conflicts of
20 interest set forth in 23 CFR Section 636.116(a)(2), WSDOT Secretary's Executive Order
21 E 1059.00, and WSDOT *Organizational Conflicts of Interest Manual*.

22 As stated in the WSDOT *Organizational Conflicts of Interest Manual*, it is the Proposer's
23 responsibility to avoid, neutralize, or mitigate potential conflicts of interest. Proposers are
24 required to disclose all relevant facts concerning any past, present, or currently planned
25 interests, activities, or relationships which may present organizational conflicts of
26 interest. Proposers shall state how their interests, activities, or relationships, or those of
27 the chief executives, directors, Key Personnel, or any proposed consultant, Subconsultant
28 at any tier, contractor, or Subcontractor at any tier may result in, or could be viewed as,
29 organizational conflicts of interest prior to or in the Proposal, in accordance with
30 WSDOT Secretary's Executive Order E 1059.00 and the WSDOT *Organizational
31 Conflicts of Interest Manual*. Submit Form R, *Organizational Conflicts of Interest
32 Disclosure and Avoidance/Neutralization/Mitigation Plan* and Form S, *Organizational
33 Conflicts of Interest Certification*.

34 If organizational conflicts of interest are determined to exist, WSDOT may, at its sole
35 discretion, offer the Proposer the opportunity to avoid, neutralize, or mitigate the
36 organizational conflicts of interest; disqualify the Proposer from further participation in
37 the procurement; cancel this procurement; or, if award has already occurred, declare the
38 Proposal nonresponsive and award the Contract to the next responsive Apparent Best
39 Value Proposer, or cancel the Contract. If the Proposer was aware of organizational
40 conflicts of interest prior to award of a Contract and did not disclose the conflict to
41 WSDOT, WSDOT may terminate the Contract for default.

42 WSDOT has retained the following consulting firms to provide guidance in preparing the
43 RFQ, the RFP, and advice on related financial, contractual, and technical matters:

- 1 • Bobby Forch Consulting, LLC
- 2 • C.W. Felice, LLC
- 3 • Haley & Aldrich, Inc.
- 4 • HDR Engineering, Inc.
- 5 • HNTB Corporation
- 6 • Kapsch TrafficCom North America
- 7 • Krebs Corporation
- 8 • Pacific Communications Consultants Inc.
- 9 • PRR, Inc.
- 10 • Rohila Consulting Services, PLLC
- 11 • Westby Consulting

12 These firms are prohibited from joining any Proposer’s team or otherwise assisting any
13 Proposers in connection with the procurement process.

14 **2.1.2 Confidentiality During Evaluation and Selection Process**

15 Subject to Applicable Law, WSDOT will use reasonable efforts to maintain confidentiality
16 during the Proposal process. The foregoing shall not preclude WSDOT from using, in its sole
17 discretion, ideas contained in the Proposals of any unsuccessful Proposer, subject to
18 WSDOT’s payment of the stipend in accordance with Section 7 of this ITP.

19 **2.2 Examination of Request for Proposal**

20 Each Proposer shall be solely responsible for reviewing and examining, with appropriate care,
21 all documents included in the RFP, including any supplements, addenda, and clarification
22 notices issued by WSDOT; requesting an explanation or interpretation of any discrepancy,
23 deficiency, ambiguity, error, or omission contained therein, or of any provision that the
24 Proposer fails to understand; and investigating and informing itself of any and all Project
25 conditions and circumstances that may in any way affect the contents of the Proposal or the
26 performance of the Work after Contract award. The Proposer bears the risk of all
27 consequences of any failure to thoroughly investigate all relevant Project and Project Site
28 conditions and circumstances as described herein.

29 **2.3 Communications**

30 The WSDOT Technical Point of Contact for receiving Proposer questions, ATC submittals,
31 and all other communications about the Project and the RFP (other than submission of the
32 Proposals) is as follows:

33 Evelyn Pao, P.E.
34 I-405/SR 167 Program
35 777 108th Ave NE, Suite 800
36 Bellevue, WA 98004
37 (425) 495-1577
38 Email: NW009727@WSDOT.WA.GOV

39 Except for communications expressly permitted by the RFP, the Proposer shall not discuss the
40 RFP with other WSDOT staff members or WSDOT consultants involved with the Project
41 before Contract execution or cancellation of the RFP. Any Proposer engaging in such
42 prohibited communications may be disqualified at the sole discretion of WSDOT.

1 Proposals shall be submitted to Jenna Kemp in accordance with Section 3 of this ITP.

2 **2.4 *Submission of Proposer Questions***

3 Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error, or
4 omission contained in the RFP documents, or of any provision that the Proposer otherwise
5 fails to understand regarding the RFP documents or the Project, must be submitted by email to
6 the WSDOT Technical Point of Contact by the deadline for questions set forth in Section 1 of
7 this ITP. Requests for clarification or interpretation must specifically reference the Sections
8 and the page numbers of the RFP documents, unless such request is of a general application.
9 Telephone requests will be accepted provided that the requests are followed by an email to the
10 WSDOT Technical Point of Contact at the address specified in Section 2.3 of this ITP.
11 WSDOT will provide responses to questions as described in Section 2.5 of this ITP.

12 **2.5 *Request for Proposal Addenda and Responses to Questions***

13 WSDOT may issue addenda to the RFP. WSDOT will provide responses to all questions
14 received in accordance with this Section. All addenda and responses will be posted on the
15 WSDOT Contract Ad & Award website at: [https://wsdot.wa.gov/business-](https://wsdot.wa.gov/business-wsdot/contracting-opportunities/i-405-brickyard-sr-527-improvement-project)
16 [wsdot/contracting-opportunities/i-405-brickyard-sr-527-improvement-project](https://wsdot.wa.gov/business-wsdot/contracting-opportunities/i-405-brickyard-sr-527-improvement-project)

17 WSDOT will send an email notification to the interested parties list as soon as each
18 addendum, response or group of responses is issued. Notwithstanding the foregoing, WSDOT
19 will communicate with each Proposer on a one-on-one basis with regard to questions
20 regarding ATCs that WSDOT determines are appropriate for confidential communications.

21 A final set of questions and answers will be compiled and distributed prior to the Proposal
22 Due Date. Responses to questions are not considered part of the Contract, and shall not be
23 relevant in interpreting the Contract.

24 If WSDOT determines, in its sole discretion, that any interpretation or clarification resulting
25 from the question and answer process requires a change in the RFP documents, WSDOT will
26 issue an addendum making such change. WSDOT will not be bound by, and the Proposer
27 shall not rely on, any communication or representation regarding the RFP documents, unless
28 it is an addendum to this RFP and is not superseded by a later addendum to this RFP, and
29 except to the extent provided above regarding responses to questions.

30 **2.6 *Right of Way Access***

31 Prior to award of the Contract, if the Proposer determines that field investigations are
32 necessary to properly bid the Work, the Proposer shall request Right of Way (ROW) access
33 from the WSDOT Engineer prior to performing any field investigations. The Proposer shall
34 obtain an *Application for General Permit* (Appendix R of the Contract) and other approval as
35 necessary based on proposed field investigation activities from WSDOT. Applicable forms
36 shall be submitted to the WSDOT Engineer for approval 7 Calendar Days in advance of the
37 requested field investigation date.

38 The Proposer shall coordinate with the WSDOT Engineer to determine if traffic control is
39 necessary. When traffic control is necessary, proposed Traffic Control Plans shall be
40 submitted for approval a minimum of 7 Calendar Days in advance, and include the hours and
41 Calendar Days the Proposer will be in WSDOT's ROW. As guidance, Section 2.22,
42 *Maintenance of Traffic* of the TR provides the allowable Contract Work hours and lane
43 closure times.

1 The Proposer shall coordinate with the WSDOT Engineer to access the property owned by
2 WSDOT available for use as a Project office.

3 **2.7 Geotechnical and Hazardous Materials Information**

4 **2.7.1 Geotechnical Baseline Report**

5 WSDOT has prepared a Geotechnical Baseline Report (GBR) in Appendix G of the Contract.
6 Each Proposer is solely responsible for reviewing the GBR and incorporating the baselines
7 into their Proposal. The GBR shall not be used for design.

8 **2.7.2 Geotechnical Data Report**

9 WSDOT has prepared a Geotechnical Data Report (GDR) in Appendix G of the Contract.
10 Each Proposer is solely responsible for reviewing, analyzing, and forming their own
11 conclusions about the Project subsurface and geotechnical conditions using the data presented
12 in the GDR. Each Proposer is solely responsible to draw conclusions from the GDR about
13 how the geotechnical materials will impact the Work.

14 Post-award, the data in the GDR may not be sufficient for design. Each Proposer is
15 responsible to augment the data in the GDR, as necessary, to meet the requirements of the
16 Contract to complete the Work.

17 To the extent not consumed by testing, soil samples and rock cores obtained to develop the
18 GDR are available for viewing at the WSDOT State Materials Laboratory Geotechnical
19 Office, 1655 South Second Avenue, Tumwater, Washington, 98512. Soil samples and rock
20 core from the GDR will be turned over to the Design-Builder after the Contract is awarded
21 and upon the request of the Design-Builder. The Design-Builder has 90 Calendar Days to
22 request the samples. After 90 Calendar Days, WSDOT will dispose of the samples.

23 **2.7.3 Additional Geotechnical Investigation and Analysis**

24 Prior to award of the Contract, if the Proposer determines that additional geotechnical or
25 subsurface investigations are necessary to properly bid the Work, it is the responsibility of the
26 Proposer to perform such investigation and analysis at its sole expense. Prior to performing
27 any field investigations, the Proposer shall obtain ROW access approval as detailed in
28 Section 2.6 of this ITP from WSDOT. Such requests for investigations may take place at any
29 time before or after submission of the Proposal. All subsurface investigations, including
30 sampling and laboratory testing, shall be performed in accordance with the WSDOT
31 *Geotechnical Design Manual* (Appendix D), the 1988 *AASHTO Manual on Subsurface*
32 *Investigations*, AASHTO standards, and ASTM standards. No such investigations shall be
33 performed without the prior Written consent of WSDOT, which consent may be granted or
34 denied at WSDOT sole discretion.

35 **2.7.4 Hazardous Materials Report and Good Faith Investigation**

36 WSDOT has prepared a Hazardous Materials Report (Appendix E) and conducted a Good
37 Faith Investigation (GFI) for Asbestos Containing Material or Presumed Asbestos Containing
38 Material (Appendix E).

39 Refer to Section 2.8, *Environmental* for information regarding the Hazardous Materials Report
40 and the results of the GFI.

1 **2.7.5 Additional Hazardous Materials Investigation**

2 Prior to award of the Contract, if the Proposer determines that additional hazardous materials
3 investigations are necessary to properly bid the Work, it is the responsibility of the Proposer to
4 perform such investigation at its sole expense. Prior to performing any field investigations, the
5 Proposer shall obtain ROW access approval as detailed in Section 2.6 of this ITP from
6 WSDOT. Such requests for investigations may take place at any time before or after
7 submission of the Proposal. All hazardous materials investigations shall be performed in
8 accordance with the WSDOT *Environmental Manual* (Appendix D). No such investigations
9 shall be performed without the prior Written consent of WSDOT, which consent may be
10 granted or denied at WSDOT’s sole discretion.

11 **2.8 Alternative Technical Concepts**

12 To promote innovation by Proposers and to maintain flexibility in the procurement
13 process, WSDOT will allow Proposers to submit to WSDOT for consideration ATCs that
14 modify the Basic Configuration or other Contract requirements. In order to be approved, an
15 ATC must be deemed, in WSDOT’s sole discretion, to provide a Project that is “equal or
16 better” on an overall basis than the Project would be without the proposed ATC. Concepts that
17 simply delete scope, lower performance requirements, lower standards, or reduce Contract
18 requirements are not acceptable as ATCs.

19 **2.8.1 Pre-Proposal Submittal of Alternative Technical Concepts**

20 To be considered, a proposed ATC must be submitted to WSDOT no later than 4:59:59
21 Pacific Time (PT) on the date set forth in Section 1.3 of this ITP. This deadline also applies to
22 revised submissions in response to WSDOT’s comments. Each ATC submittal package shall
23 be submitted via email in a single PDF file, shall include line numbers on all narrative pages,
24 and shall address all of the following elements:

- 25 • Brief Description: A few words identifying the ATC, for future reference.
- 26 • Detailed Description: A detailed description and schematic drawings of the
27 configuration of the ATC or other appropriate descriptive information
28 including, if appropriate, product details, and specifications.
- 29 • Usage: A description of where and how the ATC would be used on the Project.
- 30 • Subsurface Investigation: Present a geotechnical investigation related to the
31 ATC including all supporting documentation. Said investigation shall include
32 the Proposer’s geotechnical basis of design.
- 33 • Hazardous Materials Investigation: Present a hazardous materials investigation
34 related to the ATC.
- 35 • Proposed RFP modifications: References to all requirements of the RFP that are
36 modified by the proposed ATC with an explanation of the nature of the
37 modification from said requirements and a request for approval of such
38 modifications. Use addendum and tracked changes format.
- 39 • Design Analyses: If the ATC requires “Design Analysis” as defined in the
40 WSDOT *Design Manual* (Appendix D), the submittal package shall include
41 documentation for the design analysis which conforms to the WSDOT *Design*
42 *Manual* (Appendix D). No design analysis shall be incorporated into an ATC
43 without receiving WSDOT approval, and Federal Highway Administration
44 approval as applicable.

- 1 • Analysis: An analysis justifying use of the ATC and demonstrating how the
2 Project with the ATC is “equal or better” than the Project without the ATC. The
3 “equal or better” analysis shall address the following:
 - 4 a) Functionality, which when appropriate shall require a traffic operational
5 analysis
 - 6 b) Structural adequacy
 - 7 c) Safety
 - 8 d) Comparison of life cycle costs including repair and maintenance
 - 9 e) Aesthetics
 - 10 f) Impacts on construction traffic
 - 11 g) Effect on or changes to environmental commitments identified in the RFP
 - 12 h) Impacts to surrounding and adjacent communities, including EJ and LEP
13 populations
 - 14 i) Changes needed in the location, length, height, or number of noise walls
 - 15 j) Impact on Utilities and rail
 - 16 k) Discussion of additional ROW or easements required

17 Do not submit any data indicating the effect that approval of the ATC will have on the
18 Proposal Price.

19 If a Proposer wishes to make any announcement or disclosure to third-parties (such as other
20 governmental agencies that may have an interest in the ATC) concerning any ATC, it must
21 first notify WSDOT of its intent to take such action, including details as to date and
22 participants, and obtain WSDOT’s prior approval to do so.

23 **2.8.2 Pre-Proposal Review of Alternative Technical Concepts**

24 Incomplete ATC submittal packages may be returned by WSDOT without review or
25 comment. WSDOT may, at its discretion, request additional information regarding a proposed
26 ATC, conduct One-on-One Meetings with Proposers to discuss ATCs, and establish such
27 protocols or procedures as it deems appropriate for conducting One-on-One Meetings. Subject
28 to the Washington Public Records Act, and to WSDOT’s right to use proposed concepts
29 following award of the Contract based on payment of the stipend, all discussions with
30 Proposers regarding ATCs will remain confidential.

31 Although WSDOT reserves the right in its sole discretion to reject any ATC, ATCs
32 specifically not eligible for approval, include the following:

- 33 • ATCs that are, in WSDOT’s sole discretion, deemed not to provide a Project that is
34 “equal or better” on an overall basis than the Project would be without the ATC.
- 35 • Any ATC that would require excessive time or cost for WSDOT to review,
36 evaluate, or investigate.

37 In order to be approved, an ATC must be deemed, in WSDOT’s sole discretion, to provide a
38 Project that is “equal or better” on an overall basis than the Project would be without the
39 proposed ATC. Potential changes to the Proposal Price will not be considered by WSDOT
40 in the “equal or better” determination.

1 **2.8.3 WSDOT Response**

2 WSDOT will respond to all ATCs within 14 Calendar Days of ATC receipt, provided that
3 WSDOT has received all requested information regarding the ATC. The format for response
4 will include the ATC number, brief description, and shall be limited to one of the following:

- 5 1. The ATC is approved.
- 6 2. The ATC is not approved.
- 7 3. The ATC is not approved in its present form, but may be reconsidered for approval
8 upon satisfaction, in WSDOT's sole discretion, of certain identified conditions that
9 must be met or certain clarifications or modifications that must be made as
10 described hereunder. The Proposer shall not have the right to incorporate this ATC
11 into the Proposal unless and until the ATC has been resubmitted within the time
12 limits in the ITP, with the conditions stated below satisfied, and WSDOT has
13 unconditionally approved the revised ATC.
- 14 4. The submittal does not qualify as an ATC but appears eligible to be included in the
15 Proposal without an ATC (i.e., the concept appears to conform to the Basic
16 Configuration and to be consistent with other Contract requirements).

17 WSDOT approval of an ATC extends solely to the information contained in the ATC
18 submittal.

19 **2.8.4 Incorporation into Proposal**

20 The Proposer may include any or all approved ATCs in its Proposal. The Proposal Price shall
21 reflect any incorporated ATCs. Except for incorporating approved ATCs, the Proposal shall
22 not otherwise contain exceptions to or variations from the requirements of the RFP. If
23 WSDOT responded to an ATC by stating that certain conditions must be met prior to granting
24 approval, the Proposer shall not have the right to incorporate the ATC into the Proposal unless
25 and until the ATC has been timely resubmitted with the conditions satisfied and WSDOT has
26 approved the ATC in writing. Once an ATC has been approved, only the entire ATC is
27 eligible for inclusion into the Proposal. The inclusion of partial ATCs into a Proposal is not
28 allowed.

29 WSDOT's geotechnical investigation and subsurface Utilities investigation conducted for this
30 Project and included in the RFP was based on the Conceptual Design and Basic
31 Configuration. Therefore, the geotechnical information and subsurface Utilities Information
32 provided in the RFP does not purport to represent Site conditions for an ATC.

33 Consequently, with respect to geotechnical investigations, the Proposer is responsible for
34 conducting its own geotechnical investigation prior to the Proposal Due Date, for changes to
35 the Conceptual Design or Basic Configuration, if any, that are approved as part of an ATC.
36 When conducting the geotechnical investigation, Design-Builder may take into consideration
37 the geotechnical information provided in the RFP to supplement its own analysis as applied to
38 the Design-Builder's design addressed in the ATC. The Proposer's geotechnical investigation
39 included in the ATC submittal, once accepted by WSDOT, will form the basis upon which
40 Different Site Conditions will be addressed under the Contract for Work implemented as part
41 of an ATC.

42 With respect subsurface Utilities, WSDOT has performed preliminary investigations of
43 existing Utilities located within the Project's ROW as designated in the RFP absent
44 modification by an ATC. The Proposer will be responsible for conducting its own
45 investigation relating to all Utilities located outside of said ROW.

1 The Design-Builder shall conduct all Work necessary to update the basis of design and the
2 Alternative Comparison Table for the Project should any revisions be necessary due to an
3 ATC.

4 **2.9 Change in Proposer's Organization**

5 If a Proposer wishes to change its form of organization from that described in its SOQ, or if it
6 wishes to remove any Major Participant or Key Personnel (as such terms are defined in the
7 RFQ) from those identified in the SOQ, the Proposer shall obtain Written approval of the
8 change from the WSDOT Technical Point of Contact as specified in this Section prior to
9 submitting its Proposal. To qualify for WSDOT's approval, the Written request must
10 demonstrate how the proposed change will be equal to or better than the Major Participant or
11 Key Personnel identified in the SOQ. The Written request shall include a resume (limit to two
12 pages per Person) for each Major Participant or Key Personnel and a side-by-side comparison
13 of the original Major Participant or Key Personnel (as identified in the SOQ) and the proposed
14 Major Participant or Key Personnel. For Major Participants, this side-by-side comparison shall
15 relate relevant experience to each of the evaluation criteria identified in Section 7.6.2 of the
16 RFQ. For Key Personnel, this side-by-side comparison shall relate relevant experience to the
17 Project goals identified in Section 7.5.3 of the RFQ. Side-by-side comparisons shall
18 demonstrate that the proposed change is equal or better. WSDOT is under no obligation to
19 approve such requests and may approve or disapprove a portion of the request or the entire
20 request at its sole discretion.

21 **2.9.1 Liquidated Damages for Key Personnel**

22 **Key Personnel Damages** – If awarded the Contract, the Proposer shall make all Key
23 Personnel identified in the SOQ available at all times and places required under the terms of
24 the Contract and shall ensure that such Key Personnel devote all efforts necessary for all
25 periods of time necessary or required under the terms of the Contract, to timely fulfill all
26 Contract obligations.

27 If an individual filling one or more Key Personnel roles is not available for the Work or does
28 not maintain active involvement in the prosecution and performance of the Work, the
29 Proposer acknowledges that WSDOT, the Work, and the Project will suffer significant and
30 substantial damages and that it is impracticable and extremely difficult to determine the actual
31 damages that would accrue in such an event. Therefore, if for any reason a substitution of Key
32 Personnel identified in the SOQ is either requested by the Proposer or replacement is required
33 by WSDOT, the Proposer agrees to pay liquidated damages in the amount identified below,
34 per substitution, in addition to obtaining the required approval of the substituted Key
35 Personnel from WSDOT. The Proposer understands and agrees that any damages payable in
36 accordance with this Section are in the nature of liquidated damages and not a penalty and that
37 such sums are reasonable under the circumstances.

Key Personnel	Liquidated Damage Amount
Project Manager	\$200,000
Design Manager	\$150,000
Construction Manager	\$150,000
Inclusion Manager	\$75,000

1 **2.10 *Withdrawal of Proposal***

2 After submitting a Proposal to WSDOT, the Proposer may withdraw it if:

- 3 • The Proposer submits a Written request signed by an authorized representative
4 of the Proposer.

5 The original Proposal may be revised and resubmitted as the official Proposal if WSDOT
6 receives the revised Proposal before the Proposal Due Date.

7 WSDOT will not accept requests to revise or withdraw electronic Price Proposals. Such
8 requests shall be furnished directly to BidExpress® and in accordance with their terms
9 and conditions.

10 Any attempt by a Proposer to withdraw its Proposal after the time due on the Proposal Due
11 Date, regardless of whether WSDOT requests a Best and Final Offer (BAFO), will result in
12 a draw by WSDOT upon the Proposal bond.

13 **2.11 *WSDOT's Rights***

14 WSDOT reserves the right, at its sole discretion, to:

- 15 • Appoint evaluation committees to review Proposals.
16 • Investigate the qualifications of any Proposer.
17 • Seek or obtain data from any source related to the Proposals.
18 • Require confirmation of information furnished by a Proposer.
19 • Hold meetings and conduct discussions and correspondence with the Proposers
20 to seek an improved understanding and evaluation of the responses to this RFP.
21 • Require additional information from a Proposer concerning its Proposal.
22 • Seek and receive clarifications to a Proposal.
23 • Require additional evidence of qualifications to perform the Work.
24 • Modify the RFP process.
25 • Waive minor deficiencies and irregularities in a Proposal.
26 • Reject any or all of the Proposals.
27 • Cancel, modify, or withdraw the RFP.
28 • Issue a new RFP.
29 • Issue a request for BAFOs.
30 • Cancel a Contract signed by the Apparent Best Value Proposer, but not yet
31 executed by WSDOT.
32 • Not issue NTP after execution of the Contract.

33 The RFP does not commit WSDOT to enter into a Contract or proceed with the procurement
34 described herein. Other than the right to receive a stipend as described in Section 7 of this ITP,
35 no unsuccessful Proposer shall be entitled to reimbursement of its costs in connection with the
36 RFP.

37 **2.12 *Announce Apparent Best Value Proposer***

38 The public opening of the sealed Price Proposal and announcement of Apparent Best
39 Value Proposer is scheduled for 11:00:59 a.m. PT on the date set forth in Section 1.3 of

1 this ITP. Contract Ad & Award staff will livestream the virtual public opening using this
2 link: <https://wsdot.wa.gov/business-wsdot/contracting-opportunities>

3 **2.13 Award of Contract**

4 Typically, Contract Award or Proposal rejection will occur within 60 Calendar Days after the
5 Proposal Due Date. If the Apparent Best Value Proposer and WSDOT agree, this deadline
6 may be extended. If they cannot agree on an extension by the deadline, WSDOT reserves the
7 right to award the Contract to the next Apparent Best Value Proposer or reject all Proposals.
8 WSDOT will notify the successful Proposer of the Contract award in writing.

9 **2.14 Bonds**

10 **2.14.1 Proposal Bond**

11 Each Proposer shall submit a Proposal bond with its Proposal in the amount of 5 percent of the
12 Proposal Price, issued by a Surety meeting the requirements stated in this Section. The
13 Proposal bond shall be in an electronic format via Surety2000.com or Insurevision.com.
14 The Proposal bond shall be submitted electronically via AASHTOWare Project Bids™
15 software and BidExpress®. A Proposal bond shall not be conditioned in any way to modify
16 the minimum 5 percent required. Proposals that fail to include a Proposal bond in compliance
17 with this Section shall be deemed nonresponsive and will be rejected by WSDOT.

18 **2.14.2 Contract Bond**

19 The successful Proposer shall provide an executed Contract Bond for the full Proposal Price.
20 This Contract Bond shall:

- 21 1. Be on WSDOT Form 272-002B, *Contract Bond - Highway Construction*, located in
22 the WSDOT Form Catalog at <https://www.wsdot.wa.gov/forms/pdfForms.html>
- 23 2. Be signed by an approved Surety (or Sureties) that:
 - 24 a. Is registered with the Washington State Insurance Commissioner
 - 25 b. Appears on the current Authorized Insurance List in the State published by the
26 Office of the Insurance Commissioner
- 27 3. Be conditioned upon the faithful performance of the Contract by the Design-Builder
28 within the prescribed time
- 29 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
30 Project under titles 50, 51, and 82 RCW
- 31 5. Guarantee that the Surety shall indemnify, defend, and protect WSDOT against any
32 claim of direct or indirect loss resulting from the failure:
 - 33 a. Of the Design-Builder (or any of the employees, Subcontractors, or lower tier
34 Subcontractors of the Design-Builder) to faithfully perform the Contract
 - 35 b. Of the Design-Builder (or the Subcontractors or lower tier Subcontractors of the
36 Design-Builder) to pay all laborers, mechanics, Subcontractors, lower tier
37 Subcontractors, material person, or any other person who provides supplies or
38 provisions for carrying out the Work

39 WSDOT may require Sureties or Surety companies on the Contract Bond to appear and
40 qualify themselves. Whenever WSDOT deems the Surety or Sureties to be inadequate, it may,
41 upon Written demand, require the Design-Builder to furnish additional Surety to cover any
42 remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

1 The Contract Bond is intended to provide protection to WSDOT for the Design-Builder’s
2 obligations with respect to the construction and post-construction phases of the Project, and to
3 meet the requirements of RCW 39.08, et al.

4 **2.14.3 Surety Qualifications**

5 Bonds must be issued by a Surety with a Best’s rating of at least “A-” or better and Financial
6 Size Category of VIII or better by A.M. Best Co. The Surety shall be registered with the
7 Washington State Insurance Commissioner and shall appear on the current Authorized
8 Insurance List in the State published by the Office of the Insurance Commissioner.

9 **2.15 Execution of Contract**

10 Within 14 Calendar Days after award of the Contract, the successful Proposer shall return the
11 signed Contract prepared by WSDOT, together with the insurance certification, Contract
12 Bond, and any other pre-award information required by the Contract and shall be registered as
13 a contractor in the State.

14 Until WSDOT executes a Contract, no Proposal shall bind WSDOT. No Work shall begin
15 within the Project limits or within Sites furnished by WSDOT until issuance of NTP. The
16 Design-Builder shall bear all risks for any Work begun outside such areas and for any
17 materials ordered before the Contract is executed by WSDOT and NTP has been issued.

18 **2.16 Failure to Execute Contract**

19 Failure to return the insurance certification, Contract Bond, or other pre-award information
20 required by the Contract with the signed Contract, or failure or refusal to sign the Contract or
21 failure to register as a contractor in the State, shall result in a call upon the Proposal bond. If
22 this should occur, WSDOT may then award the Contract to the second Apparent Best Value
23 Proposer or reject all remaining Proposals. If the second Apparent Best Value Proposer fails to
24 return the required documents as stated above within the time provided after award of the
25 Contract, the Contract may then be awarded successively in a like manner to the remaining
26 Apparent Best Value Proposers until the above requirements are met or the remaining
27 Proposals are rejected.

28 **2.17 Return of Proposal Bond**

29 When Proposals have been examined and corrected as necessary, Proposal bonds
30 accompanying Proposals ineligible for further consideration will be returned. All other
31 Proposal bonds will be held until the Contract has been properly executed. When the Contract
32 has been properly executed, all remaining Proposal bonds, except those subject to forfeiture,
33 will be returned.

34 **3.0 Proposal Delivery, Content, Format, and WSDOT Secure File Transfer Protocol**

35 **3.1 Submittal Requirements**

36 **3.1.1 Due Date, Time, and Electronic Location**

37 Technical Proposals must be electronically uploaded to the WSDOT Secure File Transfer
38 Protocol (SFTP) site for this Project prior to 11:59:59 p.m. (Midnight) PT, on the
39 Proposal Due Date set forth in Section 1.3 of this ITP.

1 Example instructions on how to upload the Technical Proposal to the WSDOT SFTP site
 2 using the free FTP client FileZilla can be found in the online directory for the Project in
 3 the folder named “Submittals”.

4 Proposers shall use the same Username and Password that was provided by WSDOT
 5 Contract Ad & Award office during the RFQ to access the WSDOT SFTP site. WSDOT
 6 will grant permission to the WSDOT SFTP a minimum of 21 Calendar Days before the
 7 Proposal Due Date set forth in Section 1 of this ITP.

8 Only the final version of the Technical Proposal shall be upload to the WSDOT SFTP
 9 site. If revisions to the uploaded final Technical Proposal are necessary before the
 10 Proposal Due Date, Proposers shall completely replace the Technical Proposal on the
 11 WSDOT SFTP with the revised Technical Proposal. Only a single version of the
 12 Technical Proposal shall be on the WSDOT SFTP at the Proposal Due Date. If multiple
 13 versions of a Technical Proposal are on the WSDOT SFTP site after the Proposal Due
 14 Date, it may result in a nonresponsive Proposal.

15 WSDOT is not responsible for any technical difficulties or network issues Proposers may
 16 encounter in accessing the WSDOT SFTP site. WSDOT recommends testing the
 17 WSDOT SFTP site and upload process prior to the Proposal Due Date.

18 The Price Proposal and Proposal bond shall be submitted electronically via
 19 AASHTOWare Project Bids™ software and BidExpress® for this Project prior to
 20 11:59:59 p.m. (Midnight) PT, on the Proposal Due Date set forth in Section 1.3 of this
 21 ITP. WSDOT will not accept Proposals by facsimile, email, or hard copy. Any Proposal that
 22 fails to meet the deadline or delivery requirement may be rejected and returned to the Proposer
 23 without having been opened, considered, or evaluated.

24 **3.1.2 Contents of the Proposal**

25 The Proposal shall contain the sections listed below, and shall respond fully to all applicable
 26 requirements of the RFP:

27 **Table 3.1.2 CONTENTS OF THE PROPOSAL**

TECHNICAL PROPOSAL SECTIONS 1-5 AND APPENDICES	Page Limit*
Section 1 – Executive Summary	2
Section 2 – Deliver System Benefit Early	10
Section 3 – Minimize Impacts	8
Section 4 – Manage Project Effectively	6
Section 5 – Recycled Concrete Aggregate	None
Appendix A – Proposer Information and Certifications	None
Form A, <i>Design-Build Proposal Form and Signature Page</i>	
Form D, <i>Contract Time/Milestone Completion Deadlines</i>	
Form E, <i>Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work</i>	
Description of Legal Structure	
Form K, <i>Form of Guaranty</i>	

TECHNICAL PROPOSAL SECTIONS 1-5 AND APPENDICES	Page Limit*
Form L, <i>Utility Certification</i>	
Evidence of Authorization - Powers of Attorney	
Information and Work Site Certification	
Certification Regarding Changes to Key Personnel and Major Participants	
Certification Regarding Right of Way	
Form M, <i>Stipend Agreement</i>	
Form N, <i>Stipend Invoice</i>	
Form P, <i>Roadway Closures</i>	
Form R, <i>Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization/Mitigation Plan</i>	
Form S, <i>Organizational Conflicts of Interest Certification</i>	
Form T, <i>Recycled Concrete Aggregate</i>	
Appendix B – Resumes	2 Pages per Person
Appendix C – Details of Technical Approach and Innovations	None
Appendix D – SVB Plan	None
Appendix E – MWBE Participation Plan	None
Appendix F – Schedule	None

*The page limits listed here are specific to the narratives and organizational charts. There is no page limit for the Preliminary Baseline Contract Schedule, plans, or other technical data provided in each section.

PRICE PROPOSAL SECTION - 6	Page Limit
Section 6 – Price Proposal	None
Schedule of Items (via BidExpress®)	
Proposal Bond (via BidExpress®)	

3.1.3 Format Requirements and Submission Instructions

The Technical Proposal shall be formatted as follows:

- **Language** - All information shall be in English.
- **File Type** – Technical Proposals shall be submitted as a PDF. All PDF shall be unlocked; embedded video, audio, or multimedia shall not be used.
- **Plan Sheet PDF Files** – All PDF Plan Sheets shall be flattened.
- **File Size** – Individual file sizes shall not exceed 200MB; files shall not be zipped.
- **Font** – Font shall be a regular style font
- **Font Size** – Font size shall be a minimum of 12 points.
- **Spacing** - All text shall be single-spaced.

- 1 • **Style** – Other than minimum font size and a regular style font, heading styles
2 and figures are not prescribed.
- 3 • **Page Size** - Except for charts, exhibits, and other illustrative and graphical
4 information, all information shall be on 8.5 by 11-inch portrait-oriented pages.
5 Charts, exhibits, and other illustrative and graphical information may be on
6 11 by 17-inch pages. Text on 11 by 17-inch pages shall be limited to contextual
7 information relating to charts, exhibits, and other illustrative and graphical
8 information. Examples of contextual information include titles, labels, legends,
9 and concise descriptive captions. The 11 by 17-inch pages, if any, will be
10 counted as one page.
- 11 • **Page Margins** - Page margins shall be a minimum of 0.75 inches from any page
12 edge. No text, tables, figures, photos, or other substantive content shall extend
13 into the margin minimum.
- 14 • **Page Limit** - Page limits are described in Table 3.1.2. The Proposals shall
15 include only information required by this ITP. No other information will be
16 considered in the evaluation of the Proposal. All pages that exceed the specified
17 page limit will be deleted prior to evaluation.
- 18 • **Hyperlinks** - Hyperlinks to material outside the Proposal shall not be used. Any
19 links to other information will be ignored and not be considered in the
20 evaluation of the Proposal.
- 21 • **Dividers** - Section dividers will not be counted toward the allowable page total
22 and shall contain, at a minimum, one of the following:
- 23 a) Section number
- 24 b) Section title
- 25 c) No other text is permitted on the dividers.
- 26 • **Front Cover** - The front cover will not be counted towards the page limit and
27 shall be labeled with the name of the Proposer, along with the following:
- 28 I-405/Brickyard to SR 527 - Improvement Project
- 29 Design-Build Project
- 30 Proposal
- 31 [Date of Submittal]

32 **Package (s)** - The Technical Proposal shall be uploaded to the WSDOT SFTP site and shall
33 clearly display the Proposer's name.

34 The Proposal shall consist of the following two divisions:

35 **1) Technical Proposal Sections 1-5 and Appendices A, B, C, D, E, and F:**

36 The Technical Proposal and Appendices A, B, C, D, E, and F shall be uploaded to
37 the WSDOT SFTP site as described in Table 3.1.2 of this ITP.

38 The need or use of appendices beyond those identified in Table 3.1.2 is at the
39 discretion of the Proposer and may, or may not, be used by WSDOT in the
40 evaluation of the Proposal. Each Proposer must provide the following:

- 41 • A PDF original Proposal with signatures.
- 42 • Electronic CADD files including:
- 43 ○ Alignment base file
- 44 ○ Paving base file

- 1 ○ Pavement Marking base file
- 2 ○ Structures base file including bridges, walls, platforms, stairs, elevators,
- 3 plazas, and buildings
- 4 ○ Inroads alignment file
- 5 ○ Inroads dtm files for mainline and ramps

6 **2) Price Proposal Section 6:**

7 The Price Proposal shall be submitted electronically via AASHTOWare Project
8 Bids™ software and BidExpress® with an electronic Proposal bond via
9 Surety2000.com or Insurevision.com and BidExpress® as described in Table 3.1.2
10 of this ITP.

11 The Price Proposal consists of:

- 12 1. Schedule of Items. The Proposer shall submit its Proposal Price divided into the
13 categories identified on the Schedule of Items in BidExpress®. The total of the
14 Schedule of Items will be the Contract Price.
- 15 2. Proposal Bond. The Proposal shall include a Proposal bond in accordance with
16 Section 2.14.1 of this ITP.

17 (See Section 3.1.1 of this ITP for Proposal delivery).

18 **3.2 Nonresponsive**

19 It is the Proposer's sole responsibility to ensure that its Proposal is received as required.
20 Proposals received after the Proposal Due Date will be rejected without consideration or
21 evaluation. Proposers shall provide responses to all information requested in the RFP. Failure
22 to respond or to provide requested information may result in a determination by WSDOT, in
23 its sole discretion, that a Proposal is nonresponsive.

24 **3.3 Technical Proposal**

25 **3.3.1 General**

26 The Technical Proposal shall include concise narrative descriptions and graphic illustrations,
27 drawings, charts, technical reports, and calculations that will enable WSDOT to clearly
28 understand and evaluate both the capabilities of the Proposer and the characteristics and
29 benefits of the proposed Work. No price information of any kind may be included in the
30 Technical Proposal. A complete copy of all approved ATCs incorporated into the Proposal,
31 including WSDOT's approval letters issued pursuant to Section 2.8 of this ITP, shall be
32 included in Appendix C of the Proposal.

33 Plans or drawings submitted as a part of the Technical Proposal shall be submitted in
34 accordance with the requirements of the RFP. The Technical Proposal must be organized to
35 correspond to the items listed in this Section and address the evaluation factors set forth in this
36 Section and in Section 4.2 of this ITP. The Proposer shall use tabbed dividers to separate the
37 contents of the Technical Proposal.

38 **3.3.2 Executive Summary (Section 1)**

39 Submit an executive summary, written in a Plain Language that contains sufficient
40 information to familiarize reviewers with the Proposer's Project approach and ability to satisfy
41 the Project goals; and the financial, legal, and TR of the Project. The executive summary shall

1 summarize each of the sections required in this ITP. The intent is to familiarize reviewers who
2 will not be reading each individual section of the Proposal.

3 **3.3.3 Project Goal #1 - Deliver System Benefit Early (Section 2)**

4 The future of the SR/167 I-405 Corridor Program is dependent upon the continued
5 success of the Express Toll Lane system and successful implementation of the Sound
6 Transit Bus Rapid Transit (BRT) system. WSDOT seeks a Proposer with understanding
7 of the tolling Work including coordination with Toll Vendor, scheduling of the Work to
8 ensure on-time or early delivery of the Toll Infrastructure; and implementing a plan that
9 provides congestion relief, enhances mobility, improves transit connectivity, implements
10 a straightforward roll-out of the expanded Toll System, and ensures timely completion of
11 the BRT stations.

12 Maintaining the scheduled Toll Commencement and BRT handover dates chosen by the
13 Proposer is important to WSDOT. Maintaining the schedule is essential for public
14 notification and marketing effort that are required prior to WSDOT Toll Commencement
15 and Sound Transit BRT opening.

16 WSDOT desires a Project approach that can open Toll improvements early and the BRT
17 system on schedule with an efficient, comprehensive, well-managed Toll System roll-out
18 plan and BRT handover in coordination with all stakeholders.

19 **Submit:** The Proposer shall:

- 20 1. Submit an approach that describes the Proposer's plan for constructing the Project,
21 focusing on elements critical to Toll Infrastructure Completion, Toll
22 Commencement, and BRT handovers. The approach shall demonstrate the
23 Proposer's understanding of the requirements for each of these milestones and how
24 the Proposer will ensure they are meeting the commitments in Form D. The
25 approach shall also include:
 - 26 a. Toll Infrastructure Completion and Toll Commencement milestones
 - 27 i. Description of phasing and staging of construction to meet the requirements
28 for Toll Infrastructure completion and the Toll Vendor's Toll Equipment
29 installation and testing.
 - 30 ii. Description of all communication and support activities prior to and during
31 Toll System rollout and Toll Commencement including the coordination and
32 planning of the Work element with multiple stakeholders and WSDOT.
 - 33 iii. Description of how the Proposer intends to manage the Work and associated
34 risks to meet the Toll Infrastructure Completion and Toll Commencement
35 milestones. The approach shall include the details on how the Proposer will
36 work with WSDOT and its Toll Vendor for design, installation, handover,
37 and Toll Equipment testing.
 - 38 iv. The level of staffing and the Key Personnel that will be on-site during Toll
39 Infrastructure testing and rollout, including the first week the new Toll
40 System elements are in toll collection operations after Toll Commencement.
 - 41 b. BRT Handover milestones
 - 42 i. Description of how the Proposer intends to manage the Work to meet the
43 BRT handover milestone dates including means and methods to manage
44 risks, cost increases, and schedule delays. The approach shall include details

1 on how the Proposer will work with Sound Transit for design, installation,
2 handover, and testing.

3 **Evaluation Criteria:** Project goal No. 1 is worth \$25,000,000 in Technical Credits. This
4 Project goal will be scored adjectively based on the Proposer's ability to balance
5 congestion relief with smooth rollout of the Toll System in coordination with the Toll
6 Vendor's schedule and in coordination with Sound Transit's implementation of a Bus
7 Rapid Transit System, including design, installation, handover, and testing.

- 8 • \$13,250,000 of the \$25,000,000 Technical Credits associated with evaluating
9 this Project goal will be scored adjectively against the opening of Toll
10 improvements early with an efficient, comprehensive, and well-managed Toll
11 System roll-out plan in coordination with all stakeholders that meets or exceeds
12 the Technical Requirements.
- 13 • \$6,750,000 of the \$25,000,000 Technical Credits will be calculated based on the
14 Proposer's ability to deliver the toll system early. The Proposer shall include
15 Form D, which records the Proposer's commitment to the proposed duration for
16 Toll Commencement Completion Deadlines.
17 For every Calendar Day less than the allowable Toll Commencement
18 Completion Deadline as identified in Section 3.3.7 of this ITP, a Technical
19 Credit of \$45,000 will be awarded up to \$6,750,000.
- 20 • \$5,000,000 of the \$25,000,000 Technical Credits associated with evaluating this
21 Project goal will be scored adjectively against opening the BRT system on
22 schedule, with an efficient, comprehensive, and well-managed Charging Yard
23 Handover, Platform Handover, and BRT Improvements Handover
24 implementation in coordination with all stakeholders that meets or exceeds the
25 Technical Requirements.

26 An approach that generally meets the Request for Proposal (RFP) submittal requirements
27 will receive a rating in the middle of the good range. An approach may receive a higher
28 rating when the Proposal demonstrates a well-documented, specific design, and
29 construction commitments that are determined to exceed the RFP requirements in a
30 beneficial way. A higher rating may be earned by: Project specific strategies in reducing,
31 mitigating, or transferring risk to the benefit of WSDOT. To achieve an excellent rating,
32 each Proposer's submittal shall include a plan ensuring that the Design-Build team, along
33 with the Toll Vendor, WSDOT support group, and Sound Transit function as one team
34 during the design, construction, and testing of the Work.

35 Reference checks may add, subtract or be neutral from a Proposer's rating for this
36 Section and may be used to confirm that past performance is consistent with the approach
37 presented in the Proposal.

38 **3.3.4 Project Goal #2 - Minimize Impacts (Section 3)**

39 WSDOT is seeking a Proposer that will minimize impacts to the traveling public,
40 adjacent businesses, environment, and local communities. Allowable closures have been
41 identified in the Technical Requirements. Closures within the Project limits will impact
42 the traveling public and may cause significant impacts to local businesses. WSDOT
43 desires a Project that minimizes impacts to traffic and optimizes operations through
44 effective Maintenance of Traffic, design, construction staging, and timely Project
45 outreach.

1 **Submit:** The Proposer shall:

- 2 1. Submit an approach that shows how the Proposer intends to protect the environment
3 while performing the Work. The submittal should show that the Proposer
4 understands the Work required for the Project including ways to reduce temporary
5 and permanent impacts to Sensitive Areas, working on landslide prone slopes, and
6 working in and above the Sammamish River.
- 7 2. Submit a traffic management strategy that describes how the Proposer will reduce
8 or eliminate construction impacts and reduce traffic impacts by minimizing the
9 number of traffic switches and reducing or eliminating the number of closures for
10 all vehicles and nonmotorized users.
- 11 3. Submit concept staging plans for each phase of fish passage and SR 522 Work
12 elements.

13 **Evaluation Criteria:** Project goal No. 2 is worth \$22,000,000 in Technical Credits, in
14 total. These Technical Credits are allocated as follows:

- 15 • \$11,000,000 of the \$22,000,000 Technical Credits associated with evaluating
16 this Project goal will be scored adjectively based on the Proposer’s ability to
17 provide a comprehensive strategy that minimizes impacts, protects the
18 environments, and maintains access for all vehicles and nonmotorized users.
19 An approach that generally meets the RFP submittal requirements will receive a
20 rating in the middle of the Good range. An approach may receive a rating of
21 Very Good or Excellent when the Proposal includes specific approaches and/or
22 specific commitments where the Proposer has exceeded Contract requirements
23 and clearly demonstrate how the Proposer minimizes impacts that are
24 determined by WSDOT to exceed the RFP requirements in a beneficial way.
25 Reference checks may add to, be neutral, or subtract from a Proposer’s rating
26 for this Section, and may be used to confirm that past performance is consistent
27 with the approach presented in the Proposal.
- 28 • \$9,000,000 of the \$22,000,000 Technical Credits will be calculated based on the
29 Proposer’s ability to reduce the number of allowable I-405 full directional
30 weekend closures, as identified in Section 2.22, *Maintenance of Traffic*, and
31 Appendix T. Full freeway directional weekend closures of I-405 shall not occur
32 concurrently. The Proposer shall include Form P, *Roadway Closures*, which
33 records the Proposer’s commitment to the maximum number of I-405 full
34 directional weekend closures, as applicable. The number shown on the form
35 will be used to calculate the Technical Credits. If the total number of full
36 freeway closures exceeds the number of allowable closures, the Proposer will
37 receive zero Technical Credits.
- 38 For I-405 full directional weekend closures, every weekend less than the
39 allowable full directional weekend closures, a Technical Credit of \$1,000,000
40 will be awarded up to a maximum \$9,000,000.
- 41 • \$1,000,000 of the \$22,000,000 Technical Credits will be calculated based on the
42 Proposer’s ability to minimize the Full freeway directional weekend closures of
43 SR 522. The Proposer shall include Form P, which records the Proposer’s
44 commitment to the maximum number of Full freeway directional weekend
45 closures for SR 522.

1 For SR 522 full directional weekend closures, every weekend less than the
2 allowable full directional weekend closures, a Technical Credit of \$500,000 will
3 be awarded up to a maximum \$1,000,000.

- 4 • \$1,000,000 of the \$22,000,000 Technical Credits will be calculated based on the
5 Proposer’s ability to minimize the Full freeway directional weekend closures of
6 SR 527. The Proposer shall include Form P, which records the Proposer’s
7 commitment to the maximum number of Full freeway directional weekend
8 closures for SR 527.

9 For SR 527 full directional weekend closures, every weekend less than the
10 allowable full directional weekend closures, a Technical Credit of \$500,000 will
11 be awarded up to a maximum \$1,000,000.

12 **3.3.5 Project Goal #3 - Manage Project Effectively (Section 4)**

13 WSDOT seeks a Proposer that can effectively collaborate and partner with WSDOT and
14 stakeholders to deliver a successful Project, through effective and proactive project
15 management for the budget, schedule, risk mitigation, quality, communication, and issue
16 resolution. WSDOT values a well thought out start-up process that ensures efficient
17 delivery and a well-planned close-out process with strategies to ensure Project
18 Completion.

19 **Submit:** The Proposer shall:

- 20 1. Submit a project partnering plan, including specific commitments that demonstrate
21 how the Proposer will partner and collaborate with WSDOT and stakeholders.
- 22 2. Submit a risk management plan including an initial list of the risks the Proposer has
23 identified for the Project, and the approach for proactively updating this list and
24 managing risks.
- 25 3. Submit a start-up plan that will be implemented within the first 90 days of the NTP
26 including: mobilization activities, a list of planned activities and milestones,
27 integration of WSDOT staff in the execution of the start-up, document control
28 system, and co-location.
- 29 4. Submit a close-out plan for the life of the Project to finalize all required submittals
30 in accordance with the Technical Requirements and the *General Provisions*.
- 31 5. Submit an approach that demonstrates the Proposer’s thorough understanding of
32 the detailed requirements of “*United States of America, et al., v. State of*
33 *Washington, et al. Permanent Injunction Regarding Culvert Correction, United*
34 *States District Court, Western District of Washington at Seattle, No. C70-9213*
35 *Subproceeding No. 01-1 (Culverts), ordered March 29, 2013*” (Appendix H) and
36 how the Proposer intends to incorporate the draft Preliminary Hydraulic Design and
37 requirements of the RFP in their plan to design, construct, and warrant fish passage
38 Work.
- 39 6. Submit a quality management strategy that shows how the Proposer shall be quality
40 culture driven and committed to ensure the appropriate quality management staff
41 are available to make timely decisions during both the design and construction
42 phases.

43 **Evaluation Criteria:** Project goal No. 3 is worth \$17,500,000.00 in Technical Credits, in
44 total. Technical Credits associated with evaluating this Project goal will be scored
45 adjectively against the Manage Project Effectively goal.

A collaborative approach that generally meets the Request for Proposal (RFP) requirements will receive a rating in the middle of the good range. A collaborative approach that shows the Proposer’s understanding of the requirements needed to implement the fish passage Work while working directly with WSDOT and key stakeholders, and references confirm recent examples where the Proposer has consistently met or exceeded specified permit commitments that are considered to exceed the RFP requirements and objectives in a beneficial way.

Reference checks may add, subtract, or be neutral from a Proposer’s rating for this Section, and may be used to confirm that past performance is consistent with the approach presented in the Proposal.

3.3.6 Recycled Concrete Aggregate (Section 5)

The Proposer shall submit Form T, *Recycled Concrete Aggregate*, in response to the requirements of this Section.

A maximum of \$250,000 in Technical Credits is available to Proposers for the use of Recycled Concrete Aggregate (RCA). Technical Credits will be calculated based on the Proposer’s commitment to use RCA as a percentage of each of the eligible aggregate materials, where used on the Project.

The \$250,000 in Technical Credits will be allocated in \$10,000 increments for each percentage of recycled concrete aggregate committed to be used on the Project, up to 25 percent. This percentage will be calculated by total weight of RCA used against the total weight of eligible aggregate materials used on the Contract.

3.3.7 Appendix A - Proposer Information and Certifications

The Proposer shall provide the following forms and other information in Appendix A of the Proposal:

1. Form A, *Design-Build Proposal Form and Signature Page*. If the Proposer is a joint venture, Form A must be executed by all joint venture members.
2. Form D, *Contract Time/Milestone Completion Deadlines*. Form D includes a blank entitled “Contract Time Bid” to be filled in by the Proposer for the purpose of establishing the deadline for Substantial Completion of the Project. The number of Calendar Days entered for “Contract Time Bid” on Form D will be used in Section 4.2 of the Contract Form to establish the Contract Time. The Proposer shall determine the number of Calendar Days to be included for “Contract Time Bid” on Form D pursuant to its plan for performance of the Work, taking into account the liquidated damages provided in the Contract.

The number of days to be shown shall start on the first Calendar Day after NTP and shall end on the scheduled date of Substantial Completion. All requirements of the Contract shall be considered in determining the number of Calendar Days shown for Contract Time Bid on Form D. In making such determination, the Proposer shall adjust the resources and rates of production so that milestones are accomplished no later than the durations identified in the table below:

Milestones	Milestone Completion Deadlines
	Proposed Duration (Calendar Days from Notice to Proceed)

A. Substantial Completion	A. <u>1935</u> Calendar Days
B. Charging Yard Handover	B. <u>1245</u> Calendar Days
C. Platform Handover	C. <u>1685</u> Calendar Days
D. BRT Improvements Handover	D. <u>1805</u> Calendar Days
E. Toll Infrastructure Completion	E. <u>1740</u> Calendar Days
F. Toll Commencement	F. <u>1805</u> Calendar Days

- 1 If the Proposer fails to complete and submit Form D or does not propose durations
 2 that strictly comply with the table above or fails to submit a bid for the Contract
 3 Time Bid item, WSDOT will consider the bid nonresponsive.
- 4 The Milestone Completion Deadlines provided on Form D will be considered as
 5 commitments by the Proposer in the execution of the Contract. The milestones
 6 provided and the proposed duration from NTP will be considered in the evaluation
 7 as described in Section 3.3.4 of this ITP.
- 8 3. Form E, *Identification of Proposer, Guarantors, Major Participants, Earthwork*
 9 *Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor*
 10 *performing 20 Percent or more of the Design-Build Work.* Design-Builder shall verify
 11 that all Subcontractors listed are confirmed (not suspended or debarred), in accordance
 12 with 48 CFR § 9.4, DOT Order 4200.5E and the WSDOT *Construction Manual*.
- 13 4. Description of Legal Structure - A detailed description of the legal structure of the entity
 14 making the Proposal. If the Proposer is a partnership or joint venture, the Proposer shall
 15 provide the full names and addresses of all partners or joint ventures, identify the equity
 16 ownership interest of each entity, and provide formation and organization information
 17 for each general partner or joint venture. If the Proposer is a limited liability entity, the
 18 Proposer shall provide full names and addresses of all equity holders in the limited
 19 liability entity and identify any entities that are financially responsible in any way for the
 20 limited liability entity. If the Proposer has not previously submitted final legal structure
 21 organizational documents, the Proposer shall provide said documents to the Proposal in
 22 this Section. Failure to submit final legal structure organizational documents to WSDOT
 23 either prior to or with the Proposal shall render the Proposal nonresponsive.
- 24 5. Form K, *Form of Guaranty.* If the Proposer is a limited liability entity, the Proposer
 25 shall include a commitment letter from each of the equity holders of the Proposer,
 26 agreeing to provide a guaranty of the Proposer’s obligations on Form K.
- 27 6. Form L, *Utility Certification.* The Proposer shall complete Form L.
- 28 7. Evidence of Authorization - Evidence of authorization to execute and deliver the
 29 Proposal and the Contract. If such authorization arises out of one or more powers of
 30 attorney, copies of the powers of attorney shall be provided as well as certified copies of
 31 the appropriate resolutions from the applicable entities’ governing bodies authorizing
 32 said powers of attorney. If the Proposer is a partnership or a joint venture, such evidence
 33 shall be provided for the Proposer and for each of its general partners/joint venture
 34 members, at all tiers, and in all cases certified by an appropriate officer.
- 35 8. Information and Work Site Certification - A certified statement that the Proposer has,
 36 prior to submitting its Proposal, in accordance with generally accepted engineering and
 37 construction practices, reviewed the Reference Documents and other information
 38 provided by WSDOT; inspected and examined the Site and surrounding locations; and
 39 undertaken other appropriate activities sufficient to familiarize itself with surface

1 conditions and subsurface conditions that are discernible from the surface and affect the
2 Project, to the extent the Proposer deemed necessary or advisable for submittal of a
3 Proposal. The certified statement shall specifically indicate that as a result of such
4 review, inspection, examination, and other activities, the Proposer is familiar with and
5 accepts the Site and the physical requirements of the Work.

- 6 9. Certification Regarding Changes to Key Personnel and Major Participants - A signed
7 statement that the Key Personnel and Major Participants identified on the Proposer's
8 SOQ have not changed. Alternatively, the Proposer may provide a WSDOT approval
9 letter regarding any such changes to Key Personnel or Major Participants.
- 10 10. Certification Regarding Right of Way - A signed statement that the Proposer will
11 construct the Work within the ROW identified in the RFP. Alternatively, the Proposer
12 may provide a WSDOT approval letter regarding any ATC that contemplates
13 construction of the Work outside of the ROW identified in the RFP.
- 14 11. Form M, *Stipend Agreement*. The Proposer shall complete Form M.
- 15 12. Form N, *Stipend Invoice*. The Proposer shall complete Form N.
- 16 13. Form P, *Roadway Closures*.
- 17 14. Form R, *Organizational Conflicts of Interest - Disclosure and*
18 *Avoidance/Neutralization/Mitigation Plan*. The Proposer shall complete Form R.
- 19 15. Form S, *Organizational Conflicts of Interest Certification*. The Proposer shall complete
20 Form S.
- 21 16. Form T, *Recycled Concrete Aggregate*. The Proposer shall complete Form T.

22 **3.3.8 Appendix B - Resumes**

23 If additional Project personnel are required other than Key Personnel, Proposer shall
24 include resumes in Appendix B of the Proposal. Resumes shall be limited to two pages
25 per Person.

26 **3.3.9 Appendix C - Details of Technical Approach and Innovations**

27 A complete copy of each approved ATC, if provided, shall be included in Appendix C of
28 the Proposal. Additional appendices may be used for clarification, illustrative purposes,
29 or both. Appendices would typically consist of plan sheets or other illustrative
30 information and shall not include narrative text except as specifically required by this
31 ITP.

32 **3.3.10 Appendix D - Small and Veteran-Owned Business Plan**

33 WSDOT seeks a Proposer that will meet or exceed the assigned SVBE Contract Goals.
34 WSDOT sees value in a Proposer who utilizes a proactive and collaborative approach on
35 a regular basis to solicit interest and bids from SVBE Subcontractors/Subconsultants on
36 Work opportunities arising from this Project. The Proposer's SVB Plan shall be
37 communicated included in Appendix D of the Proposal using Form V, *SVB Plan*
38 *Template*.

39 Submit the Form V, *SVB Plan Template*, filled out in compliance with the instructions at
40 the end of Form V, for the ITP phase of procurement. Also include on the SVB Plan
41 those portions of the SVB Plan that were included with the Proposer's SOQ. The SVB
42 Plan shall reflect SVBE Commitments and methods to be used by the Proposer to obtain
43 SVBE participation, in order to achieve the enforceable SVBE Contract Goal(s).

1 Criteria for pass/fail of the SVB Plan: Form V, *SVB Plan Template*, shall be completely
2 filled in as required in the instructions for both the RFQ and ITP phase of procurement.
3 The SVB plan shall not be left blank in any areas and it shall not contain any notations
4 such as “n/a”. The SVB Plan will be evaluated as pass/fail. Proposers that do not submit a
5 SVB Plan, or submit a SVB Plan that is incomplete, will receive a “fail” rating on the
6 pass/fail criteria. A “fail” rating may lead to a determination that the proposal is
7 nonresponsive and will be rejected.

8 **3.3.11 Appendix E - Preliminary Minority and Women’s Business** 9 **Enterprise Participation Plan**

10 The Proposer shall submit a preliminary MWBE Participation Plan based on the MWBE
11 Participation Plan Drafting Guidelines found at: [https://wsdot.wa.gov/business-](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)
12 [wsdot/equal-opportunity-contracting/diverse-business-programs](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs), shall be included in
13 Appendix E of the Proposal. The Proposer shall include percentages only and shall omit
14 any dollar values in the columns of the form.

15 **3.3.12 Appendix F – Schedule**

16 The Proposer shall provide a logic-driven preliminary baseline schedule using the critical
17 path method showing all work from Notice to Proceed through Substantial Completion
18 that reflects the Proposer’s commitments (noted on Form D of this ITP) in Appendix E of
19 the Proposal.

20 The Preliminary Baseline Contract Schedule shall also show the following:

- 21 • Start and finish dates for major elements of the design and construction.
- 22 • Substantial Completion, Physical Completion, and Completion milestones. The
23 Substantial Completion date shown in the schedule shall be consistent with the
24 Contract Time Bid on Form D and the estimated Notice to Proceed dates shown
25 in Section 1 of this ITP.
- 26 • Schedule elements required in Section 3.3 of this ITP.

27 The Preliminary Baseline Contract Schedule will serve as the basis for developing the
28 detailed Baseline Contract Schedule described in Section 1-08.3 of the *General*
29 *Provisions*. The Proposal shall include a Primavera P6 XER-format electronic copy of the
30 proposed Preliminary Baseline Contract Schedule, as well as a PDF schedule report. The
31 PDF schedule report shall be provided in an 11-inch by 17-inch size and show activities
32 logically grouped to correlate with the Proposer’s Work plan. Data for each activity shall
33 include early start and finish dates, planned duration, and total float. The graphical
34 portion of the PDF copy schedule report shall show a separate and distinct float bar for
35 each activity, and the task bar shall be necked to depict calendar non-work time. The
36 PDF copy schedule report shall indicate predecessor logic by either a listing of
37 predecessors in a report column or by relationship lines in the graphical portion of the
38 report.

39 The Preliminary Baseline Contract Schedule shall use the Estimated Notice to Proceed
40 dates set forth in Table 1.3.6 of this ITP.

41 The Preliminary Baseline Contract Schedule may include summary activities provided
42 that they do not compromise controlling logical relationships. The Preliminary Baseline
43 Contract Schedule shall include the milestones provided in Form D. The schedule-

1 calculated dates for these events will be transferred to Form D and will become zero-float
2 Contract milestones in the Design-Builder’s Baseline Contract Schedule.

3 **3.3.13 Price Proposal (Section 6)**

4 The Price Proposal shall include the information and documentation identified in this Section
5 and Table 3.1.2 of this ITP.

6 **Price Proposal**

7 A. Schedule of Items. The Proposer shall submit its Proposal Price divided into the
8 categories identified on the Schedule of Items in BidExpress®. The total of the
9 Schedule of Items will be the Contract Price.

10 B. Proposal Bond. The Proposal shall include a Proposal bond in accordance with
11 Section 2.14.1 of this ITP.

12 **4.0 Proposal Evaluation Process**

13 **4.1 General**

14 WSDOT will award the Contract (if at all) to the responsive Proposer who has complied with
15 all of the requirements of the RFP, is technically qualified, and has the Apparent Best Value
16 Proposal, as determined in accordance with this Section. WSDOT will notify the successful
17 Proposer and the unsuccessful Proposers.

18 **4.2 Technical Evaluation Scoring Summary**

19 The technical evaluation factors are tabulated in Table 4.2 below. Proposers may be declared
20 nonresponsive for receiving a fail for any factor that is scored P/F. The technical evaluation
21 score will be calculated by summing the Proposer’s Technical Credits earned out of the Max
22 Technical Credits column shown in Table 4.2. The sections will be evaluated against the
23 evaluation criteria. During the evaluation process, information in any section listed in Table
24 4.2 of this ITP can be used when scoring other sections.

25 **Table 4.2 TECHNICAL EVALUATION SCORING SUMMARY**

TECHNICAL PROPOSAL – SECTIONS 1-5:	
Section 1 – Executive Summary	P/F
Section 2 – Goal #1 Deliver System Benefit Early	\$25,000,000
Section 3 – Goal #2 Minimize Impacts	\$22,000,000
Section 4 – Goal #3 Manage Project Effectively	\$17,750,000
Section 5 – Recycled Concrete Aggregate Usage	\$250,000
Appendix A – Proposer Information and Certifications	
Form A, <i>Design-Build Proposal Form and Signature Page</i>	P/F
Form D, <i>Contract Time/Milestone Completion Deadlines</i>	P/F
Form E, <i>Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work</i>	P/F
Description of Legal Structure	P/F

TECHNICAL PROPOSAL – SECTIONS 1-5:	
Form K, <i>Form of Guaranty</i>	P/F
Form L, <i>Utility Certification</i>	P/F
Evidence of Authorization	P/F
Information and Work Site Certification	P/F
Certification Regarding Changes to Key Personnel and Major Participants	P/F
Certification Regarding Right of Way	P/F
Form M, <i>Stipend Agreement</i>	N/A
Form N, <i>Stipend Invoice</i>	N/A
Form P, <i>Roadway Closures</i>	N/A
Form R, <i>Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization/Mitigation Plan</i>	P/F
Form S, <i>Organizational Conflicts of Interest Certification</i>	P/F
Form T, <i>Recycled Concrete Aggregate</i>	P/F
Appendix B – Resumes	
Appendix C – Details of Technical Approach and Innovations	
Appendix D – SVB Plan	P/F
Appendix E – MWBE Participation Plan	P/F
Appendix F – Schedule	
PRICE PROPOSAL - SECTION 6	
Schedule of Items	P/F
Proposal Bond	P/F
GRAND TOTAL	

1 **4.3 *Responsiveness and Pass/Fail Review***

2 **4.3.1 Initial Responsiveness Review**

3 WSDOT will conduct an initial review of the Proposals for responsiveness to the requirements
 4 set forth in the RFP, including compliance with the pass/fail criteria set forth in Section 4.2 of
 5 this ITP. Any Proposal not responsive to the RFP shall be excluded from further consideration
 6 and the Proposer that submitted such Proposal will be so advised. WSDOT may also exclude
 7 from consideration any Proposer whose Proposal contains a material misrepresentation.

8 **4.3.2 Upset Amount Determination**

9 This Section is intentionally omitted.

10 **4.3.3 Pass/Fail Criteria Review**

11 Proposals will be reviewed based on the following pass/fail criteria:

- 12 • Business form of Proposers and team members shall meet Project requirements.
- 13 • The Major Participants and Key Personnel listed in the Proposal shall not have
 14 changed since submission of its SOQ, or the Proposer shall have previously

1 advised WSDOT of a change and received WSDOT’s Written approval for the
2 change.

- 3 • Proposal bond shall have been provided in accordance with Section 2.14 of this
4 ITP.
- 5 • Proposer information, certifications, and documents as listed in Section 3.1.2 of
6 this ITP are included in the Proposal and are complete, accurate, and
7 responsive, and they do not identify any material adverse changes from the
8 information provided in the SOQ information.
- 9 • The Proposer has provided all other forms and documentation required by this
10 ITP.

11 A Proposal must receive an initial “pass” on all pass/fail criteria listed in the RFP for the
12 Proposal to be further evaluated. WSDOT may, at its sole discretion, request a Proposer to
13 provide clarifications for purposes of determining whether the pass/fail criteria are met.
14 Failure to achieve a “pass” rating on a pass/fail factor may result in the Proposal being
15 declared nonresponsive. Failure to submit information in the manner, format, and detail
16 specified may result in the Proposal receiving a “fail” rating and being declared
17 nonresponsive. Even though a Proposal receives an initial “pass” allowing technical
18 evaluation to proceed, the Proposal may later be determined to have failed.

19 The executive summary will be reviewed as pass/fail, but information can be used during
20 evaluation of other Sections.

21 **4.4 Evaluation of the Technical Proposal**

22 WSDOT will evaluate each of the technical requirements described in Section 3 of this ITP
23 against the evaluation criteria to determine the Proposal technical score. The technical
24 evaluation scoring summary in Section 4.2 of this ITP identifies the maximum Technical
25 Credits for each technical requirement.

26 The WSDOT evaluation committee will review each Proposal identifying significant and
27 minor strengths, and significant and minor weaknesses. The evaluation committee may also
28 use a "high" or "low" prefix to further differentiate the strengths or weaknesses. When, in the
29 judgment of the evaluation committee, a Proposal element does not equate to a strength or
30 weakness, but is being acknowledged, a “Neutral” will be identified.

31 Strengths and weaknesses are defined as follows:

- 32 • Strengths – That part of the Proposal which ultimately represents a benefit to
33 the Project and is expected to increase the Proposer’s ability to meet or exceed
34 the Project goals. A minor strength has a slight positive influence on the
35 Proposer’s ability to meet or exceed the Project goals, while a significant
36 strength has a considerable positive influence on the Proposer’s ability to meet
37 or exceed the Project goals.
- 38 • Weaknesses – That part of the Proposal which detracts from the Proposer’s
39 ability to meet the Project goals or may result in an inefficient or ineffective
40 performance. A minor weakness has a slight negative influence on the
41 Proposer’s ability to meet the Project goals, while a significant weakness has a
42 considerable negative influence on the Proposer’s ability to meet the
43 Project goals.

1 Based on the identified strengths and weaknesses, the evaluation team will select an adjectival
2 rating and select a percent of maximum score in the identified range in accordance with this
3 Section.

4 After selecting a percent of maximum score for each section, the Proposal score will be
5 calculated by multiplying the percent of maximum score by the points available listed in
6 Section 4.2 of this ITP and then summing the calculated scores.

7 The following adjectival rating system will be used in determining the maximum Technical
8 Credits for sections of this ITP that are evaluated adjectively:

- 9 • Excellent (75-100 percent): The section of the Proposal demonstrates an
10 approach that is considered to significantly exceed the RFP
11 requirements/objectives in a beneficial way (providing advantages, benefits, or
12 added value to the Project), and provides a consistently outstanding level of
13 quality. In order for the section of the Proposal to meet the minimum criteria to
14 be considered Excellent, it must be determined to have significant strengths
15 and/or a number of minor strengths and no appreciable weaknesses. The greater
16 the significance of the strengths and/or the number of strengths will result in a
17 higher percentage. There is virtually no risk that the Proposer would be
18 unsuccessful in delivering the Project to WSDOT's satisfaction and would most
19 likely exceed all Project goals.
- 20 • Very Good (50-74 percent): The section of the Proposal demonstrates an
21 approach that is considered to exceed the RFP requirements/objectives in a
22 beneficial way (providing advantages, benefits, or added value to the Project)
23 and offers a generally better than acceptable level of quality. In order for the
24 section of the Proposal to meet the minimum criteria to be considered to be
25 Very Good, it must be determined to have strengths and no significant
26 weaknesses. Minor weaknesses are offset by strengths. The greater the
27 significance of the strengths and/or the number of strengths, and the fewer the
28 minor weakness will result in a higher percentage. There is little risk that the
29 Proposer would be unsuccessful in delivering the Project to WSDOT's
30 satisfaction and would most likely meet and/or exceed all Project goals.
- 31 • Good (25-49 percent): The section of the Proposal demonstrates an approach
32 that is considered to generally meet the RFP requirements/objectives and offers
33 an acceptable level of quality. In order for the section of the Proposal to meet
34 the minimum criteria to be considered to be Good, it must be determined to
35 have strengths, even though minor and/or significant weaknesses exist. If a
36 section of the Proposal meets RFP requirements it will receive a "Neutral"
37 designation and a rating in the middle of the Good range. The greater the
38 significance of the strengths and/or the number of strengths, and the fewer the
39 minor or significant weakness will result in a higher percentage. It is expected
40 that the Proposer would be able to deliver the Project to WSDOT's satisfaction
41 and meet all Project goals.
- 42 • Fair (0-24 percent): The section of the Proposal demonstrates an approach that
43 contains minor and/or significant weaknesses and no appreciable strengths. The
44 section of the Proposal may not meet the RFP requirements and may be
45 determined to be nonresponsive.

46 For Section 5 of this ITP, Technical Credits will be determined by calculation.

47 WSDOT, at its sole discretion, may reject any Proposal deemed nonresponsive to the RFP.

1 **4.5 *Apparent Best Value Determination***

2 **4.5.1 Proposal Rating**

3 Each responsive Proposal will be rated using the following equation:

4 Score = \$P - \$T

5 Where:

6 Score = Proposal Rating

7 \$P = Proposal Price

8 \$T = Sum of all Technical Credits earned.

9 The Apparent Best Value Proposal will be that responsive Proposal with the lowest score from
10 the equation above.

11 **4.6 *Best and Final Offer***

12 WSDOT does not currently intend to request BAFOs, but reserves the right to do so.

13 **5.0 Contract Award and Execution**

14 Following selection of a Proposer by WSDOT and verification that the Proposer has complied
15 with the requirements of the RFP, WSDOT will send an execution copy of the Contract to the
16 selected Proposer. To be awarded the Contract, the selected Proposer must satisfy WSDOT's
17 Contract award requirements by executing and delivering the Contract together with all other
18 required documents described below, within 14 Calendar Days of receipt of the execution
19 copy of the Contract from WSDOT. WSDOT will return to the Design-Builder one copy of
20 the Contract executed by WSDOT within 10 Calendar Days of receipt of all required
21 documents from the Proposer:

- 22 • Executed Contract
- 23 • Evidence of authorization to execute the Contract, in the form of a certified
24 resolution of the governing body of Proposer expressly stating such body's
25 authorization to execute the Contract and, if the Proposer is a partnership, joint
26 venture, unincorporated association, or limited liability company, of the
27 governing bodies of the entity's partners or members.
- 28 • Contract Bond issued by the Surety listed in the Proposal, or an equivalent
29 Surety meeting the requirements set forth in Section 2.14 of this ITP.
- 30 • The insurance policies, endorsements, and certificates (including Form U,
31 Professional Liability Insurance Certification) required under Section 1-07.18 of
32 the *General Provisions*. WSDOT will accept certificates of insurance as
33 evidence that all applicable policies required under Section 1-07.18 of the
34 *General Provisions* have been obtained prior to execution of the Contract.
35 WSDOT will not issue NTP until a complete copy of each required insurance
36 policy has been provided in accordance with the Contract.
- 37 • Evidence that the Proposer, its Major Participants, and other identified
38 Subcontractors hold all licenses as of award necessary to perform the Work.
- 39 • If applicable, the guaranties in the form provided as Form K, together with
40 appropriate evidence of authorization thereof.

- WSDOT Form 421-013, *Transit - Bicycle - Pedestrian Contractor's Cost Estimate* with the Design-Builder's costs for transit, bicycle, and pedestrian Work.

5.1 *Debriefing*

Within 14 Calendar Days after execution and delivery of the Contract, WSDOT will be available for an oral debriefing session. Only Proposers who submit a responsive Proposal may request a debriefing to discuss the evaluation of their Proposal. A Written request must be made to the WSDOT Technical Point of Contact by an authorized representative of an unsuccessful Proposer.

5.2 *Proposal Evaluation*

Within 7 Calendar Days after the announcement of Apparent Best Value Proposer, WSDOT will email each Proposer the scoring summary and summarized evaluator comments of their Proposal.

6.0 **Practical Design Workshop**

Within 7 Calendar Days of Contract execution, and prior to issuing NTP, the parties will discuss and potentially initiate a Practical Design Workshop (PDW). During the PDW, the Design-Builder and WSDOT will bring together key Project management and technical staff to collaboratively identify practical design opportunities that may reduce Project cost, shorten duration, or reduce risk while satisfying the Project's purpose and need.

7.0 **Proposer Stipends**

WSDOT will pay a stipend of \$1,600,000 to all Proposers who submit a Form M, *Stipend Agreement*, Form N, *Stipend Invoice* and responsive Proposal.

The stipend will be paid within 45 Calendar Days after award of the Contract or the decision not to award a Contract.

No Proposer shall be entitled to reimbursement of any of its costs in connection with the RFP except as specified in this Section. A Proposer that has submitted a nonresponsive Proposal will not earn a stipend.

In consideration for paying the stipend, WSDOT reserves the right to use any ideas or information contained in the unsuccessful Proposals in connection with any Contract awarded for the Project or with any subsequent procurement, without any obligation to pay any additional compensation to the Proposer. Each Proposer acknowledges that WSDOT will have the right to inform the successful Proposer, after award, regarding the contents of all Proposals for which stipends have been (or will be) paid, for the purpose of allowing concepts to be reviewed by the selected Design-Builder and incorporated into the Contract as deemed advisable. WSDOT will provide the successful Proposer with all the ATCs as soon as practicable. The Proposer may elect to incorporate these ATCs into the Contract in accordance with Section 1-04.4 of the *General Provisions*. Furthermore, upon the Proposers' receipt of payment, the right to use such Work product will extend to other projects undertaken by WSDOT, as WSDOT deems appropriate. However, WSDOT acknowledges that the use of any of the Work product by WSDOT or the Design-Builder is at the sole risk and discretion of WSDOT and the Design-Builder, and it will in no way be deemed to confer liability on the unsuccessful Proposer.

1 **7.1 *Proprietary or Confidential Information***

2 If Proposer selects not to accept a stipend, they may clearly designate any information
3 contained in the Proposal that is proprietary or confidential. Marking of the entire Proposal
4 or entire Sections of the Proposal as proprietary or confidential will not be accepted nor
5 honored.

6 To the extent consistent with RCW 42.56, the Public Records Act, WSDOT shall maintain the
7 confidentiality of Proposer’s information marked confidential or proprietary. If a request is
8 made to view Proposer’s Proposal, WSDOT will notify Proposer of the request and of the date
9 that the records will be released to the requester unless Proposer obtains a court order
10 enjoining that disclosure. If Proposer fails to obtain the court order enjoining disclosure,
11 WSDOT will release the requested information on the date specified.

12 The State’s sole responsibility shall be limited to maintaining the above data in a secure area
13 and to notify Proposer of any request(s) for disclosure for so long as WSDOT retains
14 Proposer’s information in WSDOT records. Failure to so label such materials or failure to
15 timely respond after notice of request for public records has been given shall be deemed a
16 waiver by Proposer of any claim that such materials are exempt from disclosure.

17 **8.0 Protests**

18 **8.1 *Protest Procedures***

19 This Section sets forth the exclusive protest remedies available with respect to the RFP. Each
20 Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest
21 contained herein, expressly waives all other rights and remedies, and agrees that the decision
22 on any protest, as provided herein, shall be final and conclusive and not subject to legal
23 challenge unless wholly arbitrary. These protest procedures are included in the RFP expressly
24 in consideration for such waiver and agreement by the Proposers. Such waiver and agreement
25 by each Proposer are also consideration to each other Proposer for making the same waiver
26 and agreement.

27 All protests and related materials shall be filed in writing, by email, to the Protest Official.
28 The email subject line shall be “Protest for Contract Name and Contract Number”. The
29 Protest Official is identified as:

30 Jenna Kemp
31 WSDOT Contract Ad & Award Office
32 CAA@WSDOT.WA.GOV

33 If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set
34 forth in the RFP, it shall indemnify, defend, protect, and hold harmless WSDOT, its
35 officers, officials, employees, agents, representatives, and consultants from and against
36 all liabilities, expenses, costs (including attorneys’ fees and costs), fees, and damages
37 incurred or suffered as a result. The submission of a Proposal by a Proposer shall be
38 deemed the Proposer’s irrevocable and unconditional agreement with such indemnification
39 obligation.

40 **8.1.1 Protests Regarding Request for Proposal Documents**

41 The Proposer may protest the terms of the RFP prior to the time for submission of Proposals
42 on the grounds that (a) a material provision in the RFP is ambiguous; (b) any aspect of the
43 procurement process described herein is contrary to legal requirements applicable to this
44 procurement; or (c) the RFP in whole or in part exceeds the authority of WSDOT.

1 Protests regarding the RFP shall be filed only after the Proposer has submitted a Written
2 request for clarification prior to the Proposal Due Date set forth in Section 1 of this ITP
3 in an effort to remove the grounds for protest.

4 Protests regarding the RFP shall completely and succinctly state the grounds for protest
5 and shall include all factual and legal documentation in sufficient detail to establish the
6 merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of
7 perjury.

8 Protests regarding the RFP shall be filed as soon as the basis for protest is known to the
9 Proposer, but in any event, it must be actually received by no later than 4:59:59 p.m., PT,
10 on the 10th Calendar Day before the Proposal Due Date, provided that protests regarding
11 an addendum to the RFP shall be filed and actually received no later than 4:59:59 p.m.,
12 PT, on the 5th Calendar Day after the addendum to the RFP is issued (or no later than the
13 Proposal Due Date, if earlier).

14 WSDOT will distribute copies of the protest to the other Proposers and may, but need
15 not, request other Proposers to submit statements or arguments regarding the protest and
16 may, at its sole discretion, discuss the protest with the protesting Proposer. If other
17 Proposers are requested to submit statements or arguments, they may file a statement in
18 support of or in opposition to the protest within 7 Calendar Days of the request, and such
19 responses shall be received no later than 4:59:59 p.m., PT, on the 7th Calendar Day after
20 the request.

21 The protesting Proposer shall have the burden of proving its protest by clear and
22 convincing evidence. No hearing will be held on the protest unless the Protest Official or
23 their designee agrees to a hearing. The Protest Official or their designee will decide the
24 protest on the basis of the Written submissions within 15 Calendar Days after the Protest
25 Official receives the protest. The Protest Official will furnish copies of the decision in
26 writing to the WSDOT Technical Point of Contact and each Proposer. The decision shall
27 be final and conclusive and not subject to legal challenge unless wholly arbitrary. If
28 necessary to address the issues raised in the protest, WSDOT will make appropriate
29 revisions to the RFP by issuing addenda. WSDOT may, in its sole discretion, extend the
30 Proposal Due Date.

31 Notwithstanding the existence of a protest, WSDOT may, in its sole discretion, continue
32 the procurement process or any portion thereof.

33 The failure of a Proposer to raise a ground for a protest regarding the RFP within the
34 applicable period shall constitute an unconditional waiver of the right to protest the terms
35 of the RFP and shall preclude consideration of that ground in any protest unless such
36 ground was not and could not have been known to the Proposer in time to protest prior to
37 the final date for such protests.

38 **8.1.2 Protests Regarding Responsiveness Determination or Award**

39 A Proposer may protest any determination by WSDOT regarding lack of responsiveness or
40 any award made by WSDOT by filing a Written notice of protest by email to the Protest
41 Official. The email subject line shall be "Protest for Contract Name and Contract
42 Number". WSDOT will distribute complete and unredacted copies of the protest to the
43 other Proposers. The notice of protest shall specifically state the grounds of the protest.

44 Notice of protest of any nonresponsiveness determination must be filed by no later than
45 4:59:59 p.m., PT, on the 5th Calendar Day after the notification of nonresponsiveness.

1 Notice of protest of any award by WSDOT must be filed within 9 Calendar Days after
2 WSDOT's opening of the Price Proposals (announcement of Apparent Best Value
3 Proposer).

4 By no later than 4:59:59 p.m., PT, on the 7th Calendar Day of the notice of protest, the
5 protesting Proposer must file with the Protest Official. The protest must include a detailed
6 statement of the grounds, legal authorities, and facts, including all documents and
7 evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be
8 submitted under penalty of perjury. The protesting Proposer shall have the burden of
9 proving its protest by clear and convincing evidence.

10 Failure to file a notice of protest or a detailed statement within the applicable period shall
11 constitute an unconditional waiver of the right to protest the evaluation or qualification
12 process and decisions thereunder, other than any protest based on facts not reasonably
13 ascertainable as of such date.

14 The other Proposers may file by email to the Protest Official, with a copy to the
15 protesting Proposer, a statement in support of or in opposition to the protest. The email
16 subject line shall be "Protest for Contract Name and Contract Number". Such statements
17 must be filed within 7 Calendar Days after the protesting Proposer files its detailed
18 statement of protest.

19 Unless otherwise required by law, no evidentiary hearing or oral argument shall be
20 provided, except, in the sole discretion of the Protest Official or their designee, a hearing
21 or argument may be permitted, if necessary, for protection of the public interest or an
22 expressed, legally recognized interest of a Proposer or WSDOT. The Protest Official or
23 their designee will issue a Written decision regarding the protest within 15 Calendar Days
24 after the Protest Official receives the detailed statement of protest. Such decision shall be
25 final and conclusive and not subject to legal challenge unless wholly arbitrary. The
26 Protest Official or their designee will deliver the Written decision to the WSDOT
27 Technical Point of Contact and each Proposer.

28 If the Protest Official or their designee concludes that the Proposer filing the protest has
29 established a basis for protest, the Protest Official or their designee will determine what
30 remedial steps, if any, are necessary or appropriate to address the issues raised in the protest.
31 Such steps may include, without limitation, withdrawing or revising the decisions, issuing a
32 new RFP, or taking other appropriate actions.

33 **8.2** *Judicial Review*

34 Any decision made by WSDOT regarding the award and execution of the Contract or
35 Proposal rejection shall be conclusive subject to the scope of judicial review permitted under
36 Washington Law. Documents requesting such review, if any, shall be timely filed in the
37 Superior Court of Thurston County, Washington.

38

PROPOSAL FORMS

1		
2	Form A	<i>Design-Build Proposal Form and Signature Page</i>
3	Form D	<i>Contract Time/Milestone Completion Deadlines</i>
4	Form E	<i>Identification of Proposer, Guarantors, Major Participants,</i>
5		<i>Earthwork Subcontractors, Structures Subcontractors and Each</i>
6		<i>Subconsultant and Subcontractor Performing 20 Percent or More</i>
7		<i>of the Design-Build Work</i>
8	Form K	<i>Form of Guaranty</i>
9	Form L	<i>Utility Certification</i>
10	Form M	<i>Stipend Agreement</i>
11	Form N	<i>Stipend Invoice</i>
12	Form P	<i>Roadway Closures</i>
13	Form R	<i>Organizational Conflicts of Interest – Disclosure and</i>
14		<i>Avoidance/Neutralization/Mitigation Plan</i>
15	Form S	<i>Organizational Conflicts of Interest Certification</i>
16	Form T	<i>Recycled Concrete Aggregate</i>
17	Form U	<i>Professional Liability Insurance Certification</i>
18	Form V	<i>Small and Veteran-Owned Business Enterprise Plan Template</i>

1 **FORM A**

2 **DESIGN-BUILD PROPOSAL FORM AND SIGNATURE PAGE**
3 **Washington State Department of Transportation**
4 **Design-Build Request for Proposal**
5 **I-405/Brickyard to SR 527 – Improvement Project**

6 PROPOSER: _____

7 Proposal Date: _____

8 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

9 Jenna Kemp

10 WSDOT Contract Ad & Award Office

11 Transportation Building, Room 2D-20

12 310 Maple Park Avenue SE

13 Olympia, WA 98501-2361

14 The undersigned (“Proposer”) submits this Proposal (the “Proposal”) in accordance with the
15 Instructions to Proposers (ITP) contained in the Request for Proposal (RFP) issued by Washington
16 State Department of Transportation (WSDOT), dated _____, for the
17 I-405/Brickyard to SR 527 - Improvement Project (the “Project”). Initially capitalized terms not
18 otherwise defined herein shall have the meanings set forth in the ITP. If the Proposer is a joint
19 venture, or Limited Liability Company (LLC), the agreements, acknowledgments, certifications,
20 representations, duties and obligations of the Proposer under the Proposal, and if awarded, under
21 the Contract shall be deemed made jointly and severally by each joint venture or LLC member.

22 1) In consideration for WSDOT supplying us, at our request, with the RFP documents and
23 agreeing to examine and consider this Proposal, the undersigned agrees:
24 to keep this Proposal open for acceptance for 90 Calendar Days after the Proposal Due Date
25 without any member or partner withdrawing or any other change being made in the Proposer’s
26 organization, unless WSDOT has agreed in its sole discretion and in writing to such change or
27 withdrawal; and;

28 if this Proposal is accepted, to provide the Contract Bond securing the due performance of the
29 design-build Contract (the “Contract”) as stipulated in the Contract and the RFP.

30 2) If selected by WSDOT, Proposer agrees to (a) execute the Contract to design and
31 construct the Project in accordance with the Contract Documents and (b) to provide all
32 documents and satisfy all other requirements set forth in Section 5 of this ITP.

33 3) Enclosed herewith, and by this reference incorporated herein and made a part of this
34 Proposal, are the following:

35 Section 1 Executive Summary

36 Section 2 Deliver System Benefit Early

37 Section 3 Manage Project Effectively

38 Section 4 Minimize Impacts

39 Section 5 Recycled Concrete Aggregate

40 4) Proposer acknowledges receipt, understanding, and full consideration of all RFP
41 documents, other documents identified on the Project website (www.wsdot.wa.gov) and
42 the following addenda to the RFP:

- 43 • [List addenda, if applicable]

- 1 5) Proposer certifies that it has carefully examined and is fully familiar with the RFP
2 documents and is satisfied that such provisions provide sufficient detail regarding the
3 Work and the other obligations of the Design-Builder under the Contract and do not
4 contain internal inconsistencies; that it has carefully checked all the words, figures, and
5 statements in its Proposal; that it has conducted such other field investigations and
6 additional design development which are prudent and reasonable in preparing this
7 Proposal, including a thorough review of all of the RFP documents; and that it has
8 notified WSDOT of any deficiencies in or omissions from any RFP documents or other
9 documents provided by WSDOT and of any unusual Site conditions observed prior to the
10 date hereof.
- 11 6) Proposer agrees that its Statement of Qualifications, as modified by this Proposal, is
12 incorporated into this Proposal as if fully set forth herein. Proposer certifies that each,
13 every, and all of the representations made by Proposer in this Proposal are true and
14 correct.
- 15 7) Proposer understands that WSDOT is not bound to accept the lowest priced Proposal or
16 any Proposal.
- 17 8) Proposer further understands that all expenses incurred by it in preparing this Proposal
18 and participating in the RFP process will be borne solely by the Proposer, except to the
19 extent that the Proposer receives the stipend as provided for in the RFP.
- 20 9) Proposer agrees that WSDOT will not be responsible for any errors, omissions,
21 inaccuracies, or incomplete statements in this Proposal.
- 22 10) This Proposal shall be governed by and construed in all respects according to the laws of
23 the State of Washington.

24 The undersigned affirms that the information provided herein is true and accurate and that any
25 misrepresentations are made under penalty of perjury.

26 Dated _____, _____

27 Proposer _____

28 *[Insert name of the Proposer, identify the type of organization and State or country of*
29 *organization, and if the Proposer is a joint venture provide signature blocks for each joint*
30 *venture member.]*

31 *[Insert appropriate signature block from below.]*

- 32 1) Sample signature block for corporation or LLC:

33 *[Insert the Proposer's name]*

34 By: _____

35 Type Name: _____

36 Title: _____

- 37 2) Sample signature block for partnership or joint venture:

38 *[Insert the Proposer's name]*

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

40 Type Name: _____

41 Title: _____

42 By: _____

1 Print Name: _____

2 Title: _____

3 *[Add signatures of additional general partners or members as appropriate. If Proposer is*
4 *a joint venture, all joint venture members must individually execute this document.]*

5 3) Sample signature block for attorney in fact:

6 *[Insert the Proposer's name]*

7 By: _____

8 Type Name: _____

9 Attorney in Fact: _____

1 **Vacant**

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FORM D
CONTRACT TIME/MILESTONE COMPLETION DEADLINES

Washington State Department of Transportation
Design-Build Request for Proposal
I-405/Brickyard to SR 527 – Improvement Project

Name of Proposer: _____
Contract Time Bid: _____ (Notice to Proceed to Substantial Completion)

Milestones	Milestone Completion Deadlines
	Proposed Duration (Calendar Days from Notice to Proceed)
A. Substantial Completion	A. _____ Calendar Days
B. Charging Yard Handover	B. _____ Calendar Days
C. Platform Handover	C. _____ Calendar Days
D. BRT Improvements Handover	D. _____ Calendar Days
E. Toll Infrastructure Completion	E. _____ Calendar Days
F. Toll Commencement	F. _____ Calendar Days

FORM E

**IDENTIFICATION OF PROPOSER, GUARANTORS, MAJOR PARTICIPANTS,
EARTHWORK SUBCONTRACTORS, STRUCTURES SUBCONTRACTORS AND
EACH SUBCONSULTANT AND SUBCONTRACTOR PERFORMING 20 PERCENT
OR MORE OF THE DESIGN-BUILD WORK**

Washington State Department of Transportation

Design-Build Request for Proposal

I-405/Brickyard to SR 527 – Improvement Project

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, email)	ROLE IN ORGANIZATION (e.g., Proposer, Equity Owner in Proposer, Guarantor, Other Major Participant or Subcontractor)	State of Washington Contractor License and License Limit (provide copies)	Description of Work/Services

Proposer shall verify that all Subcontractors listed are confirmed (not suspended or debarred), in accordance with 48 CFR § 9.4, DOT Order 4200.5E and the WSDOT *Construction Manual*.

The undersigned hereby certifies that the above information is true and correct and that the Proposer has not entered into any substantive negotiations with any entity that falls within the definition of “Major Participant” resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing declaration is true and correct.

Signature: _____

Name: _____

Title: _____

1 **Vacant**

1 **FORM K**

2 **FORM OF GUARANTY**

3 **Washington State Department of Transportation**
4 **Design-Build Request for Proposal**
5 **I-405/Brickyard to SR 527 – Improvement Project**

6 **THIS GUARANTY** (this “**Guaranty**”) is made as of _____,
7 _____ by _____, a _____ (“**Guarantor**”), in favor of the
8 **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT).**

9 **R E C I T A L S**

- 10 1. _____ (“**Design-Builder**”), and WSDOT are parties to that certain Design-
11 Build Contract dated _____ (the “**Contract**”) pursuant to which the Design-
12 Builder has agreed to design and construct the Project. Initially capitalized terms used
13 herein without definition will have the meaning given such terms in the Contract.
- 14 2. To induce WSDOT to (i) enter into the Contract; and (ii) consummate the transactions
15 contemplated thereby, Guarantor has agreed to enter into this Guaranty.
- 16 3. Design-Builder is a _____ [*describe relationship with Guarantor*]. The
17 execution of the Contract by WSDOT and the consummation of the transactions
18 contemplated thereby will materially benefit Guarantor. Without this Guaranty, WSDOT
19 would not have entered into the Contract with Design-Builder. Therefore, in
20 consideration of WSDOT’s execution of the Contract and consummation of the
21 transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

22 **NOW, THEREFORE**, in consideration of the foregoing Recitals, and for other good and
23 valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
24 Guarantor agrees as follows:

- 25 1. **Guaranty.** Guarantor guarantees to WSDOT and its successors and assigns the full and
26 prompt payment and performance when due of all of the obligations of the Design-
27 Builder arising out of, in connection with, under or related to (i) the Contract as amended
28 or supplemented (and the documents executed or to be executed in connection therewith),
29 and (ii) each and every other document and agreement executed by the Design-Builder in
30 connection with the consummation of the transactions contemplated by the Contract (the
31 documents described in clauses (i)-(ii) shall collectively be referred to herein as the
32 “**Project Documents**”). The obligations guaranteed pursuant to this Guaranty are
33 collectively referred to herein as the “**Guaranteed Obligations.**”
- 34 2. **Unconditional Obligations.** This Guaranty is a guaranty of payment and performance
35 and not of collection and is an absolute, unconditional, and irrevocable guarantee of the
36 full and prompt payment and performance when due of all of the **Guaranteed Obligations**,
37 whether or not from time to time reduced or extinguished or hereafter increased or
38 incurred, whether or not recovery may be, or hereafter may become, barred by any statute
39 of limitations or otherwise, and whether or not enforceable against the Design-Builder. If
40 any payment made by the Design-Builder or any other Person and applied to the
41 **Guaranteed Obligations** is at any time annulled, set aside, rescinded, invalidated, declared
42 to be fraudulent or preferential, or otherwise required to be repaid or refunded, then, to
43 the extent of such payment or repayment, the liability of Guarantor will be and remain in
44 full force and effect as fully as if such payment had never been made. Guarantor
45 covenants that this Guaranty will not be fulfilled or discharged, except by the complete

1 payment and performance of the Guaranteed Obligations, whether by the primary obligor
2 or Guarantor under this Guaranty. Without limiting the generality of the foregoing,
3 Guarantor's obligations hereunder will not be released, discharged, or otherwise affected
4 by (i) any change in the Project Documents or the obligations thereunder, or any
5 insolvency, bankruptcy, or similar proceeding affecting the Design-Builder, Guarantor, or
6 their respective assets, and (ii) the existence of any claim or set-off which the Design-
7 Builder has or Guarantor may have against WSDOT, whether in connection with this
8 Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be
9 deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by
10 separate suit. This Guaranty will in all respects be a continuing, absolute, and
11 unconditional guaranty irrespective of the genuineness, validity, regularity, or
12 enforceability of the Guaranteed Obligations or any part thereof or any instrument or
13 agreement evidencing any of the Guaranteed Obligations or relating thereto, or the
14 existence, validity, enforceability, perfection, or extent of any collateral therefore or any
15 other circumstances relating to the Guaranteed Obligations which might otherwise
16 constitute a defense to the Guaranteed Obligations of this Guaranty.

17 **3. Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are
18 independent of the obligations of the Design-Builder and if any default occurs hereunder,
19 a separate action or actions may be brought and prosecuted against Guarantor whether or
20 not the Design-Builder is joined therein. WSDOT may maintain successive actions for
21 other defaults of Guarantor. WSDOT's rights hereunder will not be exhausted by the
22 exercise of any of its rights or remedies or by any such action or by any number of
23 successive actions until and unless all Guaranteed Obligations have been paid and
24 fully performed.

25 a. Guarantor agrees that WSDOT may enforce this Guaranty, at any time and from time
26 to time, without the necessity of resorting to or exhausting any security or collateral
27 and without the necessity of proceeding against the Design-Builder. Guarantor hereby
28 waives the right to require WSDOT to proceed against the Design-Builder, to
29 exercise any right or remedy under any of the Project Documents or to pursue any
30 other remedy or to enforce any other right.

31 b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any
32 modification, agreement, or stipulation between the Design-Builder and WSDOT or
33 their respective successors and assigns, with respect to any of the Project Documents
34 or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the
35 terms, covenants, or conditions contained in any of the Project Documents or any
36 modification thereof; (iii) any release of the Design-Builder from any liability with
37 respect to any of the Project Documents; or (iv) any release or subordination of any
38 collateral then held by WSDOT as security for the performance by the Design-
39 Builder of the Guaranteed Obligations.

40 c. The Guaranteed Obligations are not conditional or contingent upon the genuineness,
41 validity, regularity, or enforceability of any of the Project Documents or the pursuit
42 by WSDOT of any remedies which WSDOT either now has or may hereafter have
43 with respect thereto under any of the Project Documents.

44 **4. Liability of Guarantor.** WSDOT may enforce this Guaranty upon the occurrence of a
45 breach by the Design-Builder of any of the Guaranteed Obligations, notwithstanding the
46 existence of any dispute between WSDOT and the Design-Builder with respect to the
47 existence of such a breach.

1 Guarantor’s performance of some, but not all, of the Guaranteed Obligations will in no
2 way limit, affect, modify, or abridge Guarantor’s liability for those Guaranteed
3 Obligations that have not been performed.

4 WSDOT, upon such terms as it deems appropriate, without notice or demand and without
5 affecting the validity or enforceability of this Guaranty or giving rise to any reduction,
6 limitation, impairment, discharge, or termination of Guarantor’s liability hereunder, from
7 time to time may (i) with respect to the financial obligations of the Design-Builder,
8 renew, extend, accelerate, increase the rate of interest on, or otherwise change the time,
9 place, manner, or terms of payment of such financial obligations that are Guaranteed
10 Obligations, and/or subordinate the payment of the same to the payment of any other
11 obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of
12 performance with respect to, or substitutions for, the Guaranteed Obligations or any
13 agreement relating thereto; (iii) request and accept other guarantees of the Guaranteed
14 Obligations and take and hold security for the payment and performance of this Guaranty
15 or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise,
16 settle, rescind, waive, alter, subordinate, or modify, with or without consideration, any
17 security for performance of the Guaranteed Obligations, any other guarantees of the
18 Guaranteed Obligations, or any other obligation of any Person with respect to the
19 Guaranteed Obligations; (v) enforce and apply any security hereafter held by or for the
20 benefit of WSDOT in respect of this Guaranty or the Guaranteed Obligations and direct
21 the order or manner of sale thereof, or exercise any other right or remedy that WSDOT
22 may have against any such security, as WSDOT in its discretion may determine; and (vi)
23 exercise any other rights available to it under the Project Documents.

24 This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable
25 and will not be subject to any reduction, limitation, impairment, discharge, or termination
26 for any reason (other than infeasible performance in full of the Guaranteed
27 Obligations), including without limitation the occurrence of any of the following,
28 whether or not Guarantor will have had notice or knowledge of any of them: (i) any
29 failure or omission to assert or enforce or agreement or election not to assert or enforce,
30 or the stay or enjoining, by order of court, by operation of law or otherwise, of the
31 exercise or enforcement of, any claim or demand or any right, power, or remedy (whether
32 arising under the Project Documents, at law, in equity, or otherwise) with respect to the
33 Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any
34 rescission, waiver, amendment, or modification of, or any consent to departure from, any
35 of the terms or provisions (including without limitation provisions relating to events of
36 default) of the Project Documents or any agreement or instrument executed pursuant
37 thereto; (iii) WSDOT’s consent to the change, reorganization, or termination of the
38 corporate structure or existence of the Design-Builder; (iv) any defenses, set-offs, or
39 counterclaims that the Design-Builder may allege or assert against WSDOT in respect of
40 the Guaranteed Obligations, including but not limited to failure of consideration, breach
41 of warranty, payment, statute of frauds, accord and satisfaction, and usury; and (v) any
42 other act or thing or omission, or delay to do any other act or thing, which may or might
43 in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the
44 Guaranteed Obligations.

- 45 5. **Waivers.** To the fullest extent permitted by law, Guarantor hereby waives and agrees not
46 to assert or take advantage of: (i) any right to require WSDOT to proceed against the
47 Design-Builder or any other Person or to proceed against or exhaust any security held by
48 WSDOT at any time or to pursue any right or remedy under any of the Project

1 Documents or any other remedy in WSDOT’s power before proceeding against
2 Guarantor; (ii) any defense that may arise by reason of the incapacity, lack of WSDOT,
3 death or disability of, or revocation hereof by Guarantor, the Design-Builder, or any other
4 Person or the failure of WSDOT to file or enforce a claim against the estate (either in
5 administration, bankruptcy, or any other proceeding) of any such Person; (iii) any defense
6 that may arise by reason of any presentment, demand for payment or performance or
7 otherwise, protest or notice of any other kind or lack thereof; (iv) any right or defense
8 arising out of an election of remedies by WSDOT even though the election of remedies,
9 such as non-judicial foreclosure with respect to any security for the Guaranteed
10 Obligations, has destroyed the Guarantor’s rights of subrogation and reimbursement
11 against the Design-Builder by the operation of law or otherwise; (v) all notices to
12 Guarantor, to the Design-Builder, or to any other Person, including, but not limited to,
13 notices of the acceptance of this Guaranty or the creation, renewal, extension,
14 modification, accrual of any of the obligations of the Design-Builder under any of the
15 Project Documents, or of default in the payment or performance of any such obligations,
16 enforcement of any right or remedy with respect thereto, or notice of any other matters
17 relating thereto; (vi) any requirements of diligence or promptness on the part of WSDOT;
18 (vii) any defense arising out of the lack of validity or the unenforceability of the
19 Guaranteed Obligations or any agreement or instrument relating thereto or by reason of
20 the cessation of the liability of the Design-Builder or any other Person from any cause
21 other than indefeasible performance in full of the Guaranteed Obligations; (viii) any
22 defense based upon any statute or rule of law which provides that the obligation of a
23 Surety must be neither larger in amount nor in other respects more burdensome than that
24 of the principal or which reduces a Surety’s or guarantor’s obligation in proportion to the
25 principal obligation; (ix) any defense based upon any act or omission of WSDOT which
26 directly or indirectly results in or aids the discharge or release of the Design-Builder,
27 Guarantor, or any security given or held by WSDOT in connection with the Guaranteed
28 Obligations; and (x) any and all suretyship defenses under applicable law.

29 **6. Waiver of Subrogation and Rights of Reimbursement; Subordination.** Until the
30 Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim,
31 right, or remedy which it may now have or may hereafter acquire against the Design-
32 Builder that arises from the performance of Guarantor hereunder, including, without
33 limitation, any claim, right, or remedy of subrogation, reimbursement, exoneration,
34 contribution, or indemnification, or participation in any claim, right, or remedy of
35 WSDOT against the Design-Builder, or any other security or collateral that WSDOT now
36 has or hereafter acquires, whether or not such claim, right, or remedy arises in equity,
37 under contract, by statute, under common law or otherwise. All existing or future
38 indebtedness of Design-Builder or any shareholders, partners, members, or joint ventures
39 of Design-Builder to Guarantor is subordinated to all of the Guaranteed Obligations.
40 Whenever and for so long as the Design-Builder shall be in default in the performance of
41 a Guaranteed Obligation, no payments with respect to any such indebtedness shall be
42 made by Design-Builder or any shareholders, partners, members, or joint ventures of
43 Design-Builder to Guarantor without the prior Written consent of WSDOT. Any payment
44 by Design-Builder or any shareholders, partners, members, or joint ventures of Design-
45 Builder to Guarantor in violation of this provision shall be deemed to have been received
46 by Guarantor as trustee for WSDOT.

47 **7. Cumulative Rights.** All rights, powers, and remedies of WSDOT hereunder will be in
48 addition to and not in lieu of all other rights, powers, and remedies given to WSDOT,
49 whether at law, in equity or otherwise.

1 **8. Representations and Warranties.** Guarantor represents and warrants that:

- 2 a. it is a _____ duly [organized][formed], validly existing, and in good
3 standing under the laws of the State of _____;
- 4 b. it has all requisite [corporate][partnership][limited liability company] power and
5 WSDOT to execute, deliver and perform this Guaranty;
- 6 c. the execution, delivery, and performance by Guarantor of this Guaranty have been
7 duly authorized by all necessary corporate action on the part of Guarantor;
- 8 d. this Guaranty has been duly executed and delivered and constitutes the legal, valid,
9 and binding obligation of Guarantor, enforceable against Guarantor in accordance
10 with its terms;
- 11 e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment
12 of the terms, conditions, and provisions hereof, will conflict with, result in a material
13 breach or violation of the terms, conditions, or provisions of, or constitute a material
14 default, an event of default, or an event creating rights of acceleration, termination, or
15 cancellation, or a loss of rights under (1) [the certificate of incorporation or by-
16 laws][certificate of limited partnership or partnership agreement][certificate of
17 formation or limited liability company agreement] of Guarantor; (2) any judgment,
18 decree, order, contract, agreement, indenture, instrument, note, mortgage, lease,
19 governmental permit, or other authorization, right restriction, or obligation to which
20 Guarantor is a party or any of its property is subject or by which Guarantor is bound;
21 or (3) any Federal, State, or local law, statute, ordinance, rule, or regulation
22 applicable to Guarantor;
- 23 f. it now has and will continue to have full and complete access to any and all
24 information concerning the transactions contemplated by the Project Documents or
25 referred to therein, the financial status of the Design-Builder and the ability of the
26 Design-Builder to pay and perform the Guaranteed Obligations;
- 27 g. it has reviewed and approved copies of the Project Documents and is fully informed
28 of the remedies WSDOT may pursue, with or without notice to the Design-Builder or
29 any other Person, in the event of default of any of the Guaranteed Obligations;
- 30 h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain
31 unsatisfied, it will make its own credit analysis of the Design-Builder and will keep
32 itself fully informed as to all aspects of the financial condition of the Design-Builder,
33 the performance of the Guaranteed Obligations of all circumstances bearing upon the
34 risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor
35 hereby waives and relinquishes any duty on the part of WSDOT to disclose any
36 matter, fact, or thing relating to the business, operations, or conditions of the Design-
37 Builder now known or hereafter known by WSDOT;
- 38 i. no consent, authorization, approval, order, license, certificate, or permit or act of or
39 from, or declaration or filing with, any governmental WSDOT or any party to any
40 contract, agreement, instrument, lease, or license to which Guarantor is a party or by
41 which Guarantor is bound, is required for the execution, delivery, or compliance with
42 the terms hereof by Guarantor, except as have been obtained prior to the date
43 hereof; and

1 j. there is no pending or, to the best of its knowledge, threatened action, suit,
2 proceeding, arbitration, litigation, or investigation of or before any governmental
3 Person which challenges the validity or enforceability of this Guaranty.

4 9. **Governing Law.** The validity, interpretation, and effect of this Guaranty are governed by
5 and will be construed in accordance with the laws of the State of Washington applicable
6 to contracts made and performed in such State and without regard to conflicts of law
7 doctrines except to the extent that certain matters are pre-empted by Federal law or are
8 governed by the law of the jurisdiction of organization of the respective parties.

9 10. **Entire Document.** This Guaranty contains the entire agreement of Guarantor with
10 respect to the transactions contemplated hereby, and supersedes all negotiations,
11 representations, warranties, commitments, offers, contracts, and writings prior to the date
12 hereof, Written or oral, with respect to the subject matter hereof. No waiver,
13 modification, or amendment of any provision of this Guaranty is effective unless made in
14 writing and duly signed by WSDOT referring specifically to this Guaranty, and then only
15 to the specific purpose, extent, and interest so provided.

16 11. **Severability.** If any provision of this Guaranty is determined to be unenforceable for any
17 reason by a court of competent jurisdiction, it will be adjusted rather than voided, to
18 achieve the intent of the parties, and all of the provisions not deemed unenforceable will
19 be deemed valid and enforceable to the greatest extent possible.

20 12. **Notices.** Any communication, notice, or demand of any kind whatsoever under this
21 Guaranty shall be in writing and by electronic communication with return receipt
22 requested, email address as follows:

23 If to WSDOT: _____

24 _____
25 _____
26 Attn: _____

27 Telephone: _____

28 If to Guarantor: _____

29 _____
30 _____
31 Attn: _____

32 Telephone: _____

33 Either Guarantor or WSDOT may from time to time change its address for the purpose of
34 notices by a similar notice specifying a new address, but no such change is effective until
35 it is actually received by the party sought to be charged with its contents.

36 All notices and other communications required or permitted under this Guaranty which are
37 addressed as provided in this Section are effective upon delivery.

38 13. **Captions.** The captions of the various Sections of this Guaranty have been inserted only
39 for convenience of reference and do not modify, explain, enlarge, or restrict any of the
40 provisions of this Guaranty.

41 14. **Construction of Guaranty.** Ambiguities or uncertainties in the wording of this Guaranty
42 will not be construed for or against any party, but will be construed in the manner that
43 most accurately reflects the parties' intent as of the date hereof.

- 1 15. **No Waiver.** Any forbearance or failure to exercise, and any delay by WSDOT in
2 exercising, any right, power, or remedy hereunder will not impair any such right, power,
3 or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise
4 of any such right, power, or remedy.
- 5 16. **Bankruptcy; Reinstatement of Guaranty.** The obligations of Guarantor under this
6 Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended, or
7 terminated by any proceeding, voluntary or involuntary, involving the bankruptcy,
8 insolvency, receivership, reorganization, liquidation, or arrangement of the Design-
9 Builder or by any defense which the Design-Builder may have by reason of the order,
10 decree, or decision of any court or administrative body resulting from any such
11 proceeding. WSDOT is not obligated to file any claim relating to the Guaranteed
12 Obligations if the Design-Builder becomes subject to a bankruptcy, reorganization, or
13 similar proceeding and the failure of WSDOT to so file will not affect Guarantor's
14 obligations under this Guaranty.
- 15 17. **Attorneys' Fees.** Guarantor agrees to pay to WSDOT without demand reasonable
16 attorneys' fees and all expenses (including such fees and costs of litigation, arbitration,
17 and bankruptcy, and including appeals) incurred by WSDOT in enforcing, collecting, or
18 compromising any Guaranteed Obligation or enforcing or collecting this Guaranty
19 against Guarantor or in attempting to do any or all of the foregoing.
- 20 18. **Consent to Jurisdiction.** Guarantor and WSDOT agree that any action or proceeding to
21 resolve a dispute between Guarantor and WSDOT concerning the interpretation,
22 application or enforcement of the terms of this Guaranty may only be brought in the
23 Superior Court of Thurston County, Washington pursuant to Washington Law. Guarantor
24 and the WSDOT accepts for itself and in connection with ITS properties, generally and
25 unconditionally, the jurisdiction of the aforesaid Court and waives any defense of forum
26 non convenience. If not a resident of the State of Washington, Guarantor must appoint
27 and maintain an agent for service of process in the State of Washington.

1 IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first
2 Written above.

3

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At _____

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By: _____

6

Name: _____

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Title: _____

8

By: _____

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Name: _____

10

Title: _____

FORM L

UTILITY CERTIFICATION

(To be signed by authorized signatory(ies) of Proposer)

The undersigned certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that the Proposal Price does not contain any monies, funds, costs and/or amounts of any kind or nature for the payment of Relocation of Utilities that are located in WSDOT Right of Way pursuant to franchise or permit. This certification does not apply in the case of a franchise or permit which contains a specifically designated right of reimbursement to the Utility Owner for Utility Relocation, or to those Utility Relocations that are the subject of prior Written Relocation Agreement. In addition, this certification does not apply in the case of a Utility Relocation that is specifically identified as a line bid item in Request for Proposal Price Proposal – Schedule of Items.

Proposal documents that serve as a basis for the Proposal Price shall be subject to the audit requirements of Section 1-09.12 of the *General Provisions*.

A Proposal that does not include this certificate will be considered nonresponsive.

The undersigned shall require that the language of this certificate be in all lower tier contracts including but not limited to contracts with Subcontractors, vendors, and suppliers.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed: _____ Date: _____

Name: _____ Title: _____

- 1 c. This Agreement involves the submission of a Proposal by Proposer that must be
2 received by the Proposal Due Date set forth in the RFP and determined responsive by
3 WSDOT as a condition of payment.

4 **4. Indemnities**

- 5 a. Subject to the limitations contained in Section 6 of this ITP, the Proposer shall
6 indemnify, protect and hold harmless WSDOT and its directors, officers, employees
7 and contractors from, and Proposer shall defend at its own expense, all claims, costs,
8 expenses, liabilities, demands, or suits at law or equity of, by or in favor of or
9 awarded to any third party arising in whole or in part from the negligence or willful
10 misconduct of Proposer or any of its agents, officers, employees, representatives or
11 Subcontractors or breach of any of Proposer's obligations under this Agreement.
- 12 b. Furthermore, if any claim or suit is caused by or results from the concurrent
13 negligence of Proposer or its agents, officers, employees or representatives, this
14 indemnity provision shall be enforceable only to the extent of Proposer's negligence
15 or the negligence of Proposer's agents, officers, employees, representatives or
16 Subcontractors.

17 **5. Compliance with Laws**

- 18 a. Proposer acknowledges that all Written correspondence, exhibits, photographs,
19 reports, material, tapes, electronic disks, and other graphic and visual aids submitted
20 to WSDOT during this procurement process, excluding only the EPDs, are, upon their
21 receipt by WSDOT, the property of WSDOT and are subject to the Washington
22 Public Records Act.
- 23 b. Proposer shall comply with all Federal, State, and local laws, ordinances, rules, and
24 regulations applicable to the Work, and shall not discriminate on the grounds of race,
25 color, religion, sex, national origin, age, or disability in the performance of Work
26 under this Agreement.
- 27 c. Proposer covenants and agrees that it and its employees shall be bound by the
28 standards of conduct provided in applicable laws, ordinances, rules, and regulations
29 as they relate to Work performed under this Agreement. Proposer agrees to
30 incorporate the provisions of this paragraph in any Subcontract into which it might
31 enter with reference to the Work performed pursuant to this Agreement.

32 **6. Early Termination**

33 This Agreement may be terminated by WSDOT in whole or in part at any time
34 termination is in the interest of WSDOT. No payment will be owing by WSDOT in
35 the event of any such termination, except as provided in paragraph 3a above.

36 **7. Assignment**

37 Proposer shall not assign this Agreement without WSDOT's prior Written consent.
38 Any assignment of this Agreement without such consent shall be null and void.

39 **8. Miscellaneous**

- 40 a. Upon request by the WSDOT Engineer, the Proposer shall, within 24 hours of such
41 request, provide all electronic files used to create the ATCs contained in the Proposal,
42 including CADD, field survey, and Site investigation files in a manner prescribed by
43 the WSDOT Engineer.

1 **FORM N**
2 **STIPEND INVOICE**

3 **Company:** _____

4 **Address:** _____

5 **Phone:** _____

6 **Fax:** _____

7 **Contact:** _____

8 **Email:** _____

9 **Invoice Date:**

10 **Payment Terms:** Due within 45 Calendar Days after award of the Contract or after the
11 decision not to award the Contract.

12 **Invoice #:** _____

13 **Job Reference:** _____

14 **Bill To:** Evelyn Pao

15 777 108th Ave NE, Suite 800

16 Bellevue, WA 98004

<i>Description</i>	<i>Price</i>
Stipend payment in accordance with Form M, <i>Stipend Agreement</i> of the design-build Proposal for the I-405/Brickyard to SR 527 - Improvement Project	\$1,900,000
Subtotal	\$1,900,000
Sales Tax	N/A
Total	\$1,900,000

17 **Make all checks payable to:**

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FORM P
ROADWAY CLOSURES

Mainline Full Weekend Closures		
Northbound or Southbound		Maximum Number of Closures Committed
Total I-405 Mainline Directional Full weekend closures	17	-
Total SR 522 Mainline Directional Full weekend closures	4	
Total SR 527 Mainline Directional Full weekend closures	2	

6

1 **Vacant**

1 **FORM R**

2 **ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE AND**
3 **AVOIDANCE/NEUTRALIZATION/MITIGATION PLAN**

4 This disclosure statement outlines potential organizational conflicts of interest, either real or
5 apparent, which are a result of activities or relationships with other Persons or entities, such
6 Person or entity:

- 7 • Is unable or potentially unable to render impartial assistance or advice to the Washington
8 State Department of Transportation (WSDOT)
- 9 • Is or might be otherwise impaired in its objectivity in performing the Contract Work
- 10 • Has an unfair competitive advantage

11 SECTION I of this disclosure statement describes the potential organizational conflicts of
12 interest, as described in WSDOT Secretary’s Executive Order E 1059.00 and WSDOT
13 *Organizational Conflicts of Interest Manual*. SECTION II of this disclosure statement
14 describes the management plan for avoiding, neutralizing, or mitigating the potential
15 organizational conflicts of interest as described in SECTION I of this disclosure statement. I
16 acknowledge that WSDOT may require revisions to the management plan described in
17 SECTION II of this disclosure statement prior to approving it, and that WSDOT has the
18 right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the
19 potential organizational conflicts of interest described in SECTION I of this
20 disclosure statement.

21 **SECTION Ia – Name of Person or Firm Potentially Conflicted**

22 _____

23 **SECTION Ib – Current Project Name and Scope of Work**

24 _____

25 **SECTION Ic – Future Project Name and Description of Potential Conflicts of Interest**

26 _____

27 **SECTION II - Plan for Managing Potential Conflicts of Interest**

28 _____

29 Signed: _____

Date: _____

30 Name: _____

Title: _____

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FORM S
ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

To be signed by authorized Proposer representative

Name of Proposer: _____

My signature below certifies that, prior to submitting this Proposal, I have conducted an internal review of Proposer’s current affiliations and have required Proposer’s team members to identify potential, real, or perceived organizational conflicts of interest relative to the anticipated procurement, in accordance with the WSDOT Secretary’s Executive Order E 1059.00 and the WSDOT *Organizational Conflicts of Interest Manual*.

I further certify that Form(s) R (*Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan*) is/are provided, as listed below, for all real or potential organizational conflicts of interest as defined in the WSDOT *Organizational Conflicts of Interest Manual* for all Proposer’s team members.

Signed _____ Date _____

Name _____ Title _____

List Attachments by name of Person(s) or firm(s) potentially conflicted:

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FORM T
RECYCLED CONCRETE AGGREGATE
Washington State Department of Transportation
Design-Build Request for Proposal
I-405/Brickyard to SR 527 – Improvement Project

Name of Proposer _____

The Proposer commits to incorporating _____ percent of recycled concrete into the Project.

Note: The quantity of recycled concrete aggregate shall be a percentage of the eligible aggregate materials listed in Section 9-03.21(1)E of the Standard Specifications, Table on Maximum Allowable Percent (By Weight) of Recycled Material based on the Design-Builder’s RFC (or As Built) plans.

1 **FORM U**

2 **PROFESSIONAL LIABILITY INSURANCE CERTIFICATION**

3
4 I, _____ [*Name*], am the _____ [*Company Officer's Title*] of
5 _____ [*Design-Builder Company Name*], and am authorized to provide this
6 certification.

7 I have reviewed the terms of the insurance requirements under WSDOT Contract No.
8 _____ (the "Contract"), and have also reviewed the terms of our company's professional
9 liability insurance issued by _____ [*Name of Insurer*] under policy
10 number _____ [*Policy Number*] (the "Professional Liability Insurance Policy"). I represent
11 and warrant on behalf of _____ [*Design-Builder Company Name*] that the Professional
12 Liability Insurance Policy meets the requirements of the Contract.

13 I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge.

14 DATED this _____ [*Day*] day of _____ [*Month*], _____ [*Year*] at _____
15 [*City*], _____ [*State*], Washington.

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17 _____ [*Name of Officer Signing Certification*]

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FORM V

SMALL AND VETERAN-OWNED BUSINESS (SVB) PLAN TEMPLATE

SECTION 1 - INTRODUCTION

Project Name:	
Firm Name:	
Project Manager Name:	
Inclusion Manager Name:	

Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:

Affirm Commitment

Means and Methods

Education Programs, Training Programs, and Resources

SECTION 2 – SUBCONTRACTING PERCENTAGES

Complete per the instructions.

SVBE Contract Goals:

Table 2-1

SVBE Categories	SVBE Contract Goals
Small Business Enterprise (SBE)	5 percentage
Veteran-Owned Business (VOB)	3 percentage

Table 2-2

SVBE Categories	Committed Goal
Small Business Enterprise (SBE)	[Fill-in percentage]
Veteran-Owned Business (VOB)	[Fill-in percentage]

SECTION 3 - DIVERSE BUSINESS SUBCONTRACTORS

Complete per the instructions.

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Table 3
SVBE Subcontractors

SBE/VOB Commitments	SBE/VOB Indicator (SBE or VOB)	Describe SOW (One per row)	SVBE Percentage

Note – Use more rows as necessary

SECTION 4 – INCLUSION MANAGER

Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:

Inclusion Manager Name	
Firm	
Email	
Number	

Inclusion Manager Experience

Inclusion Manager Selection

Inclusion Manager Strategies

Inclusion Manager Availability

SECTION 5 – PLAN TO MEET SVBE CONTRACT GOALS

Include a statement reaffirming commitment to meeting or exceeding the SVBE Contract Goals.

Complete per the instructions. The SVB Plan shall include section sub-heading to address the following:

Outreach

Communication tools and strategies

Contracting Opportunities

Methods to ensure SBE and VOB Firms are successfully integrated into the Project

Lesson Learned

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Managing the SVBE Contract Goals

Corrective Actions

Monitoring Prompt payments

Return of Retainage and Reconciliation

SECTION 6 – PLAN FOR REPORTING GOAL ATTAINMENT

Complete per the instructions. The SVB Plan shall include section sub-headings to address the following:

Reporting Processes and Steps

Future Potential Commitments or Opportunities

Reporting Experience and Capacity

1 **INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE**
2 **Phase #2 - RFP Requirements**

3
4 The following are the ITP instructions for completing Form V, SVB Plan Template, to be
5 provided in the Proposal.

6
7 **SECTION 1 - INTRODUCTION**

8
9 *The Proposer shall use the SVB Plan submitted with their SOQ that clearly states the following:*
10 *Project name, Submitter’s name, Project Manager’s name, and Inclusion Manager’s name.*

11
12 Affirm Commitment

13 *The Proposer shall use the SVB Plan submitted with their SOQ.*

- 14 • *The Proposer shall describe in detail your team’s intentions related to the creation and*
15 *use of the SVB Plan*
- 16 • *The Proposer shall reaffirm your team’s commitment to achieving the SVBE Contract*
17 *Goals*
- 18 • *The Proposer shall reiterate the provided “Commitment Statement” that shows your*
19 *team acknowledge WSDOT’s requirement to meet or exceed the SVBE Contract Goals.*
- 20 • *The Proposer shall describe in detail how your team recognize the importance of*
21 *inclusion and equality in the design and construction industry. They shall clearly state*
22 *that they are committed to reaching out to small and veteran-owned businesses to help*
23 *the State of Washington to meet or exceed the State’s business utilization goals.*

24
25 Means and Methods

- 26 • *The Proposer shall provide in detail clear means and methods that will be used and*
27 *specific value and commitment statements that support WSDOT’s requirement to meet or*
28 *exceed the SVBE Contract Goals.*

29
30 Education Programs, Training Programs, and Resources

- 31 • *The Proposer shall describe in detail what education programs, training programs, and*
32 *resources that are in place or will be in place to communicate to its employees the*
33 *expected employee behaviors and performance relative to implementing the State funded*
34 *Design-Build SVB Plan.*

35
36
37 **SECTION 2 SUBCONTRACTING PERCENTAGE**

38
39 *Table 2-1*

- 40 • *This table will be completed by WSDOT with the SVBE Contract Goals. These are the*
41 *minimum goals.*

42
43 *Table 2-2*

- 44 • *The Proposer shall complete this table with their team’s SVBE commitment goals. Your*
45 *team may increase these SVBE commitment goals.*

46 *Note: the SVBE Contract Goals listed in Table 2-1 are the minimum.*

1
2 **SECTION 3 DIVERSE BUSINESS SUBCONTRACTORS**
3

4 *Table 3*

- 5 • *The Proposer shall completely fill out Table 3, “SVBE Subcontractors” with any known*
6 *SVBE Commitments.*
7 • *The Proposer shall include the names of any SVBE Commitments, if any, they committing*
8 *to at the time of the proposal for this Project.*
9 • *The Proposer shall indicate if the SVBE Subcontractors is SBE or VOB.*
10 • *The Proposer shall describe the scope of Work the SVBE firms are committed to perform.*
11 • *The Proposer shall indicate the percentage this SVBE Subcontractor will fulfil.*
12

13 *If the Proposer has any SVBE Commitments in Table 3 a Written confirmation from each SBE*
14 *and VOB confirming the commitment made shall be included with the SVB Plan and submitted*
15 *with their Proposal.*
16

17
18 **SECTION 4 INCLUSION MANAGER**
19

20 Inclusion Manager Experience

- 21 • *The Proposer shall describe in detail how the Inclusion Manager will use their*
22 *experience to identify, recruit and assisting SVBE firms in developing relationships with*
23 *Design-Builders.*
24

25 Inclusion Manager Selection

- 26 • *The Proposer shall describe in detail how the chosen Inclusion Manager work with the*
27 *community.*
28

29 Inclusion Manager Strategies

- 30 • *The Proposer shall describe in detail the strategies the Inclusion Manager shall use to*
31 *support the SVB Plan.*
32 • *The Proposer shall clearly describe the strategies of how the Inclusion Manager will*
33 *work with, and be integrated within, the Design-Build team to meet or exceed the SVBE*
34 *Contract Goals.*
35 • *The Proposer shall include a list of the Inclusion Manager’s responsibilities. For*
36 *purposes of completing the SVB Plan, the Inclusion Manager’s responsibilities typically*
37 *include, but are not limited to, the following:*
38 ○ *Administration of the SVB Plan and oversight of SVBE Contract Goals attainment*
39 *efforts*
40 ○ *Outreach and networking with the SVBE community throughout the life of the*
41 *Contract*
42 ○ *Outreach to qualified SVBE firms to submit subcontract bids*
43 ○ *Developing strategies for including SVBE firms in the Project*
44 ○ *Outreach to qualified SVBE Subcontractors when replacement of Subcontractors*
45 *is required during the Contract execution*

- *Proposing effective strategies such as awarding SVBE firms for certain scopes of work and conducting competitive subcontract awards for remaining scopes of work*
- *Working with estimators during the subcontract plan preparation and subcontract bidding*
- *Reviewing procurement processes, procurement documents, bid evaluation, and award decisions to ensure the consideration of SVBE opportunities in each subcontract procurement*
- *Submitting and discussing updates on a monthly basis with the WSDOT Engineer, which at a minimum includes new commitments, progress to date, and projections*
- *Submitting required updates in WSDOT's reporting program and proactively moving the information through the system*
- *Ensuring SVBE firms are performing a Commercially Useful Function*
- *Evaluating change orders for potential diverse business participation and facilitating outreach to SVBE firms to encourage participation in the added Work*
- *Assisting SVBE to successfully complete their scope of work on the Project*
- *Preparing and submitting monthly and quarterly SVB Plan updates to WSDOT, describing current progress and forecasting to Physical Completion*

Inclusion Manager Availability

- *The Proposer shall describe in detail the availability of the Inclusion Manager to meet the SVBE Contract Goal. The submittal shall clearly address contractual availability of this person as noted in the Contract.*

SECTION 5 PLAN TO MEET SVBE CONTRACT GOALS

Outreach

- *The Proposer shall clearly state the proposed strategies and approaches to ensure outreach at all phases of the Project.*

Communication tools and strategies

- *The Proposer shall state and describe the communication tools and strategies, and the external or internal resources, used to assist in meeting or exceeding the SVBE Contract Goals.*

Contracting Opportunities

- *The Proposer shall detail the methods your team will use during their procurement of work and to clearly and transparently provide the SVBE firms potential upcoming opportunities.*
- *The Proposal shall include a measurable schedule showing outreach, solicitation timelines, contractual deadlines, and work or production activities.*
- *The Proposal shall provide a schedule showing outreach and solicitation timelines.*
- *The Proposal shall describe the tools and processes to support this effort.*

1 Methods to ensure SBE and VOB Firms are successfully integrated into the Project

- 2 • *The Proposer shall detail the methods used to help SVBE firms to successfully complete*
- 3 *the Work on the Project Description of contractual requirements.*
- 4 • *The Proposal shall state the steps the Proposer intends to take to help SVBE firms*
- 5 *become prequalified and the different options SVBE firms may use to submit bids.*
- 6 • *The Proposer shall clearly show that they have a process and tools in place to assist*
- 7 *SVBE firms in preparing bids and to work with interested firms to help develop these*
- 8 *business skills.*

9
10 Lesson Learned

- 11 • *The Proposer shall describe their team’s processes to capture lessons learned*
- 12 • *The Proposer shall establish a process to capture lessons learned in working with all*
- 13 *SVBE firms.*

14
15 Managing the SVBE Contract Goals

- 16 • *The Proposer shall describe strategies on how to meet or exceed SVBE Contract Goals.*
- 17 • *The Proposer shall clearly state how the Proposer will pass the commitment to obtaining*
- 18 *and managing the SVBE Contract Goals to all their subcontracts.*

19
20 Corrective Actions

- 21 • *The Proposer shall describe strategies how they intend to manage all issues related to*
- 22 *Contract.*

23
24 Prompt payments

- 25 • *The Proposer shall clearly state how they intend to manage all issues related to Contract*
- 26 *payments. In particular, they shall address how they intend to comply with the Contract*
- 27 *terms related to prompt payment.*
- 28 • *The Proposer shall clearly describe the process and timelines they will use to resolve*
- 29 *disputes related to Contract terms and prompt payment.*

30
31 Retainage and Reconciliation

- 32 • *The Proposer shall clearly describe how they will manage contract retainage and*
- 33 *reconcile the release of retainage.*
- 34 • *The Proposer shall clearly describe how they will communicate contractual items related*
- 35 *to retainage and the release of retainage.*

36
37
38 **SECTION 6 PLAN FOR MONITORING AND REPORTING OF COMMITMENTS**

39
40 Reporting Processes and Steps

- 41 • *The Proposer shall describe the processes and steps that will be taken for reporting to*
- 42 *WSDOT during the life of the Project.*

43
44 Future Potential commitments or opportunities

- 45 • *This sub-section is not required to be completed during this phase.*

1
2
3
4

Reporting Experience and Capacity

- *The Proposer shall demonstrate experience and capacity to prepare reports in real time.*

1 **INSTRUCTIONS FOR COMPLETING THE SVB PLAN TEMPLATE**
2 **Phase #3 - Post Execution Contract Implementation**

3
4
5 **SECTION 1 - INTRODUCTION**

6
7 *This section is not required to be completed during this phase.*

8
9 **SECTION 2 SUBCONTRACTING PERCENTAGES**

10
11 *Table 2-1*

- 12 • *No action required after Contract execution.*

13
14 *Table 2-2*

- 15 • *The Design-Builder shall modify only if the Design-Builder's SVB commitment goal increases.*

16
17
18
19 **SECTION 3 DIVERSE BUSINESS SUBCONTRACTORS**

20
21 *The Design-Builder shall use the SVB Plan submitted with their Proposal and update and*
22 *expand Table 3 per the requirements in General Provisions Section 1-07.11 (11) Small and*
23 *Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprise*
24 *(MWBE) Participation.*

25
26 *Table 3*

- 27 • *The Design-Builder shall update Table 3, "SVBE Subcontractors" with any additional*
28 *SVBE Commitments.*
- 29 • *The Design-Builder shall include the names of any SVBE Commitment for this Project.*
- 30 • *The Design-Builder shall indicate if the SVBE Subcontractors is SBE or VOB.*
- 31 • *The Design-Builder shall describe the scope of Work the SVBE firms are committed to*
32 *perform.*
- 33 • *The Design-Builder shall indicate the percentage this SVBE Subcontractor will fulfil.*
- 34 • *The Design-Builder shall add another column to this table and provide the SVBE*
35 *Commitment dollar amount.*
- 36 • *The Design-Builder shall add additional columns as needed to meet the requirements in*
37 *General Provisions Section 1-07.11(11).*
- 38 • *The Design-Builder shall add another row to provide total participation to date based on*
39 *amounts paid to each SBE and VOB.*

40
41 *All SVBE Commitments in Table 3 require a Written confirmation from each SBE and VOB*
42 *confirming the commitment made. The Design-Builder shall include these Written confirmations*
43 *with the updated SVB Plan.*

44
45
46 **SECTION 4 INCLUSION MANAGER**

1 *This section is not required to be completed during this phase unless there is a change in the*
2 *Inclusion Manager or Availability.*

5 **SECTION 5 PLAN TO MEET SVBE CONTRACT GOALS**

7 *The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the*
8 *requirements in General Provisions Section 1-07.11(11) Small and Veteran-Owned Business*
9 *Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*

10 Outreach

- 11 • *The Design-Builder shall detail outreach done and future outreach.*
- 12 • *The Design-Builder shall detail current outreach strategies.*
- 13 • *The Design-Builder shall implement these strategies as soon as practical to ensure that*
14 *opportunities are not lost during the start-up phase of the Project.*

16 Communication tools and strategies

- 17 • *The Design-Builder shall provide any updates to the communication tools and strategies,*
18 *and the external or internal resources, used to assist in meeting or exceeding the SVBE*
19 *Contract Goals.*

21 Contracting Opportunities

- 22 • *The Design-Builder shall provide any updates to the methods your team will use during*
23 *their procurement of work and to clearly and transparently provide the SVBE firms*
24 *potential upcoming opportunities.*
- 25 • *The Design-Builder shall provide any updates to the measurable schedule showing*
26 *outreach, solicitation timelines, contractual deadlines, and work or production activities.*
- 27 • *The Design-Builder shall provide a schedule showing outreach and solicitation timelines.*
- 28 • *The Design-Builder shall provide any updates to the tools and processes to support this*
29 *effort.*
- 30 • *The Design-Builder shall provide any a Baseline Schedule and shall meet the terms of*
31 *the Contract.*
- 32 • *The Design-Builder shall recognize the time to prepare contractual bids and work with*
33 *interested SVBE firms to ensure they are aware of opportunities and that they have*
34 *sufficient time to prepare bids.*

35 Methods to ensure SBE and VOB Firms are successfully integrated into the Project

- 36 • *The Design-Builder shall provide any updates to the methods used to help SVBE firms to*
37 *successfully complete the Work on the Project Description of contractual requirements.*
- 38 • *The Design-Builder shall provide any updates to help SVBE firms become prequalified*
39 *and the different options SVBE firms may use to submit bids.*
- 40 • *The Design-Builder shall provide any updates to the processes and tools in place to assist*
41 *SVBE firms in preparing bids and to work with interested firms to have develop these*
42 *business skills.*

44 Lesson Learned

- 1 • *The Design-Builder shall provide any updates to the process to capture lessons learned*
2 *in working with all SVBE firms.*
- 3 • *The Design-Builder shall review these lessons learned on a regular basis and adjust the*
4 *SVB Plan as needed.*

5 Strategies to meet the SVBE Contract Goals

- 6 • *The Design-Builder shall provide any updates to strategies on how to meet or exceed*
7 *SVBE Contract Goals.*
- 8 • *The Design-Builder shall provide any updates on the commitment to obtaining and*
9 *managing the SVBE Contract Goals to all their subcontracts.*
- 10 • *The Design-Builder shall provide evidence of GFES to meet the SVBE Contract Goals.*
11

12 Corrective Actions

- 13 • *The Design-Builder shall provide details on corrective actions necessary to meet the*
14 *SVBE Contract Goals.*
15

16 Prompt payments

- 17 • *The Design-Builder shall provide any update to how they intend to manage all issues*
18 *related to Contract payments. In particular, they shall address how they intend to comply*
19 *with the Contract terms related to prompt payment.*
- 20 • *The Design-Builder shall provide any updates to the process and timelines they used to*
21 *resolve disputes related to Contract terms and prompt payment.*
22

23 Retainage and Reconciliation

- 24 • *The Design-Builder shall provide any updates to how they communicate contractual*
25 *items related to retainage and the release of retainage.*
- 26 • *The Design-Builder shall provide details on retainage issues or concerns.*
27

28 **SECTION 6 PLAN FOR MONITORING AND REPORTING OF COMMITMENTS**

29
30 *The Design-Builder shall use the SVB Plan submitted with their Proposal and update per the*
31 *requirements in General Provisions Section 1-07.11(11) Small and Veteran-Owned Business*
32 *Enterprises (SVBE) and Minority and Women's Business Enterprise (MWBE) Participation.*
33

34 Reporting Processes and Steps

- 35 • *Only include in this sub-section in this phase if processes and steps have changed.*
36

37 Future Potential commitments or opportunities

- 38 • *The Design-Builder shall list all future potential commitments or opportunities and show*
39 *how they will meet the SVBE Contract Goals.*
40

41 Reporting Experience and Capacity

- 42 • *Only include in this sub-section in this phase if processes and steps have changed.*
43