REQUEST FOR PROPOSALS

TO DESIGN AND CONSTRUCT

THE
PROJECT

THROUGH A

DESIGN BUILD AGREEMENT

PROJECT NUMBER
, P.I. No.

INSTRUCTIONS TO PROPOSERS

GEORGIA DEPARTMENT OF TRANSPORTATION

RFP Issued:

Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

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SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

The Georgia Department of Transportation ("GDOT"), an agency of the State of Georgia ("State"), issued a Request for Qualifications ("RFQ") for the Project (as described in more detail in Section 1.3, the "Project") on . Next GDOT issued a Request for Proposals ("RFP"), dated [and subsequently amended], as the second step in the procurement process for the Project, pursuant to Section 32-2-81 of the Official Code of Georgia Annotated ("Code"), Chapter 672-18 of the Rules of the Georgia Department of Transportation ("Rules"), and other applicable laws and guidelines.

The RFP solicits competitive detailed Proposals (as described in more detail in Section 1.5.1) to develop the Project by means of a Design-Build Agreement (the "DB Agreement") between the successful Proposer and GDOT. Under such DB Agreement, the Design-Build Team will be required to design and construct the Project during the contract period.

Following the release of the initial RFP, GDOT may opt to engage in a series of proprietary meetings and discussions with the Proposers, all in accordance with the procedures set forth in the RFP. In response to feedback and input received from the Proposers and other stakeholders, GDOT may opt to issue Addendums to the RFP. In the event that GDOT issues any Addendums to the RFP, the Addendums may supplement or replace the RFP in part or in whole.

Proposals will only be considered from those entities that are selected as the most qualified Proposers based on their Statements of Qualifications ("SOQs") submitted in response to the RFQ. This set of Instructions to Proposers ("ITP") provides instructions to be followed by Proposers in their responses to the RFP. Proposals must comply with the ITP requirements.

Refer to Exhibit 1 of the Design-Build Agreement hereto for the meaning of various capitalized terms and acronyms used but not defined herein. Unless otherwise specified, references to Sections, Exhibits and Forms shall mean Sections of the ITP and Exhibits and Forms attached to the ITP. All times in this ITP are EST or EDT, as applicable.

1.2 RFP Documents

The RFP consists of the items listed below, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

- Instructions to Proposers (ITP) (including the attached Exhibits and Forms);
- DB Documents (including the DB Agreement); and
- Reference Information Documents (RID)..

Refer to Article 1.2 of the DB Agreement for a list of the DB Documents and their order of precedence. The RIDs are listed on Exhibit H hereto.

The ITP and the RIDs are not contract documents and will not form a part of the DB Documents. GDOT does not make any representation or guarantee as to the accuracy, completeness, or fitness of the RIDs. GDOT does not take any responsibility for the RIDs and Proposers are responsible for any conclusions they may draw from the RIDs. GDOT is making the RIDs

available to Proposers for the sole purpose of providing information in the possession of GDOT, regardless of whether such information is accurate, complete, pertinent, or of any value.

1.3 General Project Description

The Project is being [ADD PROJECT GOALS].

Add Project Description.

The Design-Build Team will be responsible for the design and construction of the Project during the contract period. As part of such construction work, Design-Build Team will be responsible for undertaking and completing certain utility adjustments pursuant to Article 7.5 of the DB Agreement and the Section 6 of the Technical Provisions.

1.4 Procurement Schedule

The procurement schedule is as follows:

	Activity	Date	Time
1.	Issue RFP		
2.	ATC one-on-one meetings with Proposers		
3.	Deadline for Proposers to submit questions regarding RFP		
4.	Deadline for submission of proposed ATCs under Section 3.1.2		
5.	Deadline for submission of changes to Proposer's organization		
6.	**Proposal Due Date**		
7.	Selection of apparent Successful Proposer		

All dates set forth above and in the RFP are subject to change in GDOT's sole discretion. To the extent such dates are changed, GDOT shall formally notify each Proposer through the SharePoint Site described in Section 2.2 below. All times in this ITP are Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable.

1.5 General Provisions Regarding Proposals

1.5.1 Proposal Contents

As used in this procurement, the term “Proposal” means a Proposer's complete response to the RFP, including Proposer's:

(a) Administrative Information Submittals;

(b) Technical Proposal for the Project; and

(c) Price Proposal for the Project.

Detailed instructions regarding the Administrative Information Submittals, the Technical Proposal and the Price Proposal are provided in Exhibits B through D. Forms required for inclusion in the Proposals are attached to this ITP. Each Proposal component shall be clearly titled and identified and shall be submitted without reservations, qualifications, conditions or assumptions. Any failure to provide all the information and all completed Forms in the format specified by the ITP may result in GDOT's rejection of the Proposal or a lower score, depending on the nature of the omission. All blank spaces in the Proposal forms must be filled in as noted. No substantive change(s) shall be made to the Proposal Forms (except with respect to the table in Section A of Form F, which may be modified by a Proposer to reflect the Proposer's actual Schedule of Values contained in its Proposal). The successful Proposer will be required to deliver an original copy of Form L prior to the execution of the DB Agreement.

1.5.2 Inclusion of Proposal in DB Documents

Portions of the successful Proposer's Proposal will become part of the DB Documents, as applicable and to the extent specified in the RFP. All other information is for evaluation purposes only and will not become part of the DB Documents.

1.5.3 Commitments in the Proposal

GDOT will give no consideration to tentative or qualified commitments in the Proposals. For example, GDOT will give no consideration to phrases such as "we may" or "we are considering" in the evaluation process because they do not indicate a firm commitment.

1.5.4 Property of GDOT

All documents included in the Proposals submitted by Proposers in response to the RFP shall become the property of GDOT and will not be returned to Proposer. Additionally, if Proposer elects to accept the Payment for Work Product offered by GDOT (as described in Section 3.8 below), the concepts, ideas and other information contained in the Proposal shall become the property of, and may be used by, GDOT.

1.6 Improper Conduct

1.6.1 Prohibited Activities

If Proposer, or anyone representing Proposer, offers or gives any advantage, gratuity, discount, bribe, or loan of any sort to GDOT, the State Transportation Board, or officers, administrators, staff or consultants of GDOT, including agents or anyone representing the foregoing at any time during the Project procurement process: (1) GDOT shall immediately disqualify Proposer; (2) Proposer shall forfeit its Proposal Bond, if applicable; (3) Proposer shall not be entitled to the Payment for Work Product; and (4) GDOT may sue Proposer for damages.

1.6.2 Non-Collusion

Proposer shall not undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Form B).

1.6.3 Organizational Conflicts of Interest

Proposers are advised that the Conflicts of Interest Policy and the organizational conflict of interest rules found in 23 C.F.R. § 636, Subpart A, including 23 C.F.R. § 636.116, apply to this procurement.

Each Proposer must include in its Proposal a full disclosure of all potential organizational conflicts of interest within its team (Form C).

Proposer is prohibited from receiving any advice or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to the entities and individuals listed in Exhibit G (List of GDOT Project Team); and any parent, affiliate, or subsidiary of any of the foregoing entities, or an entity that is under common ownership, control or management with any of the foregoing entities.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to GDOT that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If Proposer was aware of an organizational conflict of interest prior to award of the DB Documents and did not disclose the conflict to GDOT, GDOT may terminate the DB Documents for default.

1.6.4 Restrictions on Participation

Proposers are advised that the following entities and individuals are precluded from submitting a Proposal and from participating on a Proposer team as a Participating Member, Major Non-Participating Member, Contractor, subcontractor or subconsultant:

(a) any entity or individual listed in Exhibit G (List of GDOT Project Team). GDOT has contracted with these entities or individuals, as the case may be, to aid in the development of the RFQ, RFP, estimates or scope of services for the Project, or to participate in the Statement of Qualifications (SOQ) or Proposal evaluation process;

(b) any entity that is a parent, affiliate, or subsidiary of any of the entities listed in Exhibit G, or that is under common ownership, control or management with any of the foregoing entities; and

(c) any Contractor who is currently suspended, debarred or voluntarily excluded under 49 CFR Part 29 or is otherwise determined to be ineligible to participate in the federal-aid highway program.

1.6.5 No Participation on More Than One Proposer Team

To ensure a fair procurement process, Participating Members and Major Non-Participating Members of Proposer teams are forbidden from participating, in any capacity, on another Proposer team during the course of the Project procurement (i.e. until execution of the DB Agreement by GDOT). The foregoing prohibition extends to affiliated entities of Participating Members and Major Non-Participating Members. GDOT reserves the right to disqualify any Proposer that fails to comply with this prohibition. If a Proposer has any question as to whether

or not its proposed team would be in compliance with the terms of this Section 1.6.5, such Proposer may submit the issue to GDOT in writing, describing in reasonable detail the proposed structure and seeking clarification.

1.6.6 Reserved

1.7 Equal Employment Opportunity

Proposers shall not, in connection with the RFP and the DB Documents, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers shall take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment; job assignment; promotion; demotion; transfer; recruitment/recruitment advertising; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. Please see Attachment 5 to Exhibit 8 to the DB Agreement for the federal equal employment opportunity provisions that apply to the Project.

1.8 DBE Participation

The purpose of this section is to establish criteria for acceptability of Disadvantaged Business Enterprise (DBE) firms for Work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of GDOT is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities.

To this end GDOT shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any GDOT assisted contract or in the administration of its Disadvantaged Business Enterprise Program. GDOT shall take all necessary and reasonable steps to ensure nondiscrimination.

All Proposers shall submit the completed “Construction Contractors Bid Opportunity List” (Form E) to GDOT in accordance with ITP Exhibit D.3.5 as a matter of Proposer responsibility.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The DB Team will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

The DBE Goal for this project is identified in Form I. The Proposer is encouraged to meet this goal throughout the Term of the Agreement and will be expected to report on the goal attainment throughout the Agreement Term. Specifically, the Proposer shall demonstrate on an annual basis that the Project goal is being achieved. If the Project goal has not been achieved at the time of annual reporting, the Proposer shall demonstrate that "good faith efforts" aimed at achievement have been made as described in 49 CFR 26.53. Further, the Proposer is expected to work toward goal attainment in all areas of the contract, to include pre-construction and design elements as well as the construction portion of the Project.

GDOT's overall statewide DBE goal is fifteen percent (15%) of the overall Project design and construction costs. Specific DBE Proposal obligations for this project are set forth in Form I. For further information regarding GDOT's DBE program and the Design-Build Team's DBE obligations, Proposers may contact GDOT's Equal Opportunity Office, at (404) 631-1972. GDOT will be undertaking public outreach efforts during the procurement process to facilitate the identification of DBE firms and employment opportunities for minorities and women.

1.9 Federal Funding and Requirements

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents.

The required contract provisions for Federal-aid construction contracts included in form FHWA-1273 must be physically incorporated in each construction contract, subcontract, and further require its inclusion in all lower tier subcontractors (excluding purchase orders, rental agreements and other agreements for supplies or services).

1.10 Status of Environmental Documents

1.10.1 Project

The Environmental Documents, which includes NEPA/GEPA and all required environmental area classes, are being pursued for the Project by GDOT in coordination with the concept design efforts.

[PROVIDE STATUS OF THE ENVIRONMENTAL DOCUMENTS AND ANY OTHER FEDERAL APPROVALS SUCH AS IMR, IJR]

Further information regarding this process is available at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2009_register&docid=fr27au09-110
and http://www.fhwa.dot.gov/design/interstate/pubs/access/access.pdf.

1.11 Qualification of Construction and Design Firms

Proposers shall ensure that the entities identified in Sections 1.11.1 and 1.11.2 have satisfied the pre-qualification requirements set forth in this Section 1.11.

In addition, before commencing performance of any Work, all firms must register to do business in the State. This can be accomplished by contacting the Georgia Secretary of State Corporations Division Office at (404) 656-2817 or visiting their website at:

http://www.sos.ga.gov/corporations/

1.11.1 Required Pre-Qualification for Contractors

The Lead Contractor shall be pre-qualified with GDOT prior to the Proposal Due Date. If the roadway work is not performed by the pre-qualified Lead Contractor, the entity performing the roadway work shall also be pre-qualified prior to initiating any Work.

The pre-qualification process involves, but is not limited to submitting (a) a completed contractor qualification form and (b) financial statements to GDOT. For further information regarding the pre-qualification process, please see:

http://www.dot.ga.gov/PS/Business/Prequalification

1.11.2 Required Pre-Qualification for Engineers

Proposer shall ensure the use of entities prequalified in related disciplines (design, traffic analysis, geotechnical, NEPA, construction, etc.) as presented in the SOQ. Any proposed changes to the team must be approved by GDOT. All Work must be performed by entities which are prequalified by GDOT.

If Proposer's design for the Project includes design work outside the scope of the area classes set forth in the RFQ, at least one team member shall be prequalified with GDOT in the appropriate area class.

The prequalification requirement does not apply to any area class that is not implicated by a Proposer's design for the Project. The pre-qualification process involves submitting (a) a pre-qualification form and (b) grid sheet to GDOT. For further information regarding the pre-qualification of engineers, please see:

http://www.dot.ga.gov/PartnerSmart/Business/Prequalification/Pages/default.aspx

1.11.3 Pre-Qualification Assistance

For assistance with the contractor pre-qualification process, call (404) 631-1213. Proposers can obtain assistance with the engineering pre-qualification process by contacting the Transportation Services Procurement office at (404) 631-1426 or **consultants_prequals@dot.ga.gov**.

1.12 Establishment of Single Purpose Entity(ies)

If the Apparent Successful Proposer contemplates the creation of one or more single purpose entities as the parties to execute the DB Documents, Proposer is required to establish each such single purpose entity and submit executed copies of the articles of incorporation and any other corporate formation documents for the single purpose entity to GDOT within sixty (60) days of GDOT's announcement of the apparent Successful Proposer. Proposers anticipating the creation of any such single purpose entity must include pro forma corporate formation documents in the Proposal, as described in Exhibit B. Failure to meet the requirements in this

Section 1.12 will result in forfeiture of the Proposer Proposal Bond. Establishment of the single purpose entity(ies) (if any) is a prerequisite to execution of the DB Documents.

SECTION 2.0 PROCUREMENT PROCESS

2.1 Method of Procurement

GDOT is issuing the RFP in accordance with the provisions of Sections 32-2-81 of the Code, Chapter 672-18 of the Rules and other applicable laws and guidelines. GDOT will award the DB Documents (if at all) to the Proposer that submits the Best Value Proposal. Subject to Section 8.1, GDOT will base the evaluation of Proposals on information submitted in the Proposals, and will involve both pass/fail evaluation factors and an evaluation of administrative, technical and price criteria, as further detailed in Section 5 below and in the Exhibits to this ITP.

2.2 Communications between GDOT and Proposers

The RFP will be issued to Proposers in electronic format on the secure SharePoint site for the Project (the "SharePoint Site"). The SharePoint Site address will be provided separately to each Proposer. Each Proposer is required to treat the address as confidential information and to check the site regularly for Addenda to the RFP and for other procurement related information.

2.2.1 Designated Point of Contact

The following individual has been designated as the Procurement Officer for the Project (the "Authorized Representative"):

Georgia Department of Transportation
Attention: Chip Meeks
Office of Innovative Delivery / P3
One Georgia Center, 19th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
E-mail: cmeeks@dot.ga.gov

From time to time during the procurement process or during the term of the DB Documents, GDOT may designate another Authorized Representative to carry out some or all of the obligations pertaining to the Project.

2.2.2 Rules of Contact

Unless specifically authorized elsewhere in this ITP, the Authorized Representative, as may be changed in writing by GDOT, is the single contact and source of information for this procurement.

The rules of contact set forth in this Section 2.2.2 shall apply during the Project procurement process, commencing with the issuance of this ITP. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, electronic-mail (e-mail), text or any other form of formal written communication.

The specific rules of contact are as follows:

(a) Neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the RFP or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a Contractor that is on both its team and another Proposer's team, provided that the Contractor shall not act as a conduit of information between the two Proposers; and (2) public discussion regarding the RFP at GDOT-sponsored informational meetings.

(b) Unless otherwise specifically noted in this ITP or authorized by the Authorized Representative, all Proposer communication with GDOT will be between Proposer's identified representatives and the Authorized Representative. All such communication must be in writing (by mail or e-mail).

(c) Under normal circumstances, the Authorized Representative will contact a Proposer in writing through Proposer's designated representative.

(d) Continuing until the earliest of (1) execution and delivery of the DB Documents, (2) GDOT's rejection of all Proposals or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications with GDOT employees, members of the Technical Review Committee, the Bid Review Committee, the State Transportation Board, any other person who will evaluate Proposals and any person identified in Section 1.6.4, regarding the Project, except for communications expressly permitted in this ITP or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Proposer workshop related to the Project. GDOT may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.

(e) Any contact by a Proposer determined by GDOT to be improper may result in disqualification of Proposer.

(f) Written communications regarding the Project will be disseminated from GDOT on GDOT letterhead. The Authorized Representative will sign such communications. Alternatively, the Authorized Representative may communicate via email originating from GDOT's server.

(g) GDOT will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Authorized Representative.

2.2.3 Language and United States Dollar Requirements

All correspondence regarding the RFP, the Proposal, the DB Documents and all other matters pertaining to this procurement is to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language. Proposer shall exclusively use United States dollars in its Proposal, except in pre-printed or reference materials. Unless otherwise specified, all references to monetary values shall be in United States dollars. In the evaluation of Proposals, GDOT may choose to disregard any financial figures provided by Proposer in denominations other than United States dollars.

2.3 Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by GDOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposer fails to understand. Proposers shall submit, and GDOT will respond to, such requests in accordance with this Section 2.3. Any responses to these requests will not be considered part of the DB Documents.

2.3.1 Form of Requests

Proposers shall deliver any requests to the Authorized Representative via e-mail or certified U.S. mail. GDOT will only consider requests made by Proposers' designated representatives and will not consider telephone or other oral requests. Proposers are responsible for ensuring that requests clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. Requests must include the requestor's name, address, telephone and email address, and Proposer he/she represents. Proposers will be limited to comments/questions with respect to the RFP. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP documents will be excluded from the above numerical limitations. Proposers may submit written comments and questions with respect to the final RFP for discussion during the one-on-one meetings; however, GDOT's response to such comments and questions, if any, will be provided solely as changes to the final RFP in the form of Addenda.

2.3.2 Timing of Requests

Proposers must submit any requests under this Section 2.3 prior to the deadline for such requests in Section 1.4. GDOT is not required to answer any questions submitted by Proposers after this deadline.

2.3.3 Responses and Confidential Information

GDOT's responses to questions submitted under this Section 2.3 will be in writing and GDOT will post these responses on the SharePoint Site to all Proposers, except that GDOT may in its discretion respond individually to those questions identified by a Proposer and deemed by GDOT as containing confidential or proprietary information. GDOT reserves the right to disagree with a Proposer's characterization of the confidentiality of any information it may

provide. In the event that GDOT disagrees with a Proposer's characterization regarding confidentiality, GDOT will notify the applicable Proposer and give such Proposer the opportunity to retract the question(s). GDOT may rephrase or consolidate questions as it deems appropriate.

2.4 Addenda

GDOT reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date. Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the SharePoint Site, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts the RFP, as determined in GDOT's sole discretion, GDOT may change the RFP schedule, including the Proposal Due Date. The announcement of such new schedule will be included in the Addendum. In addition, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

GDOT will not be bound by, and Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is contained in the RFP or in an Addendum to the RFP and is not superseded by a later Addendum to the RFP.

2.5 One-on-One Meetings

GDOT anticipates conducting one-on-one meetings with each Proposer within the dates specified in Section 1.4 and may hold additional one-on-one meetings as it deems necessary. FHWA may also participate in the one-on-one meetings. During a one-on-one meeting, a Proposer may, prior to raising a particular matter, request that GDOT treat such matter as confidential or proprietary (including, for example, matters relating to a potential ATC or the details of a Proposer's potential Price Proposal). GDOT will respond to such request during such one-on-one meeting.

2.5.1 Subject Matter of One-on-One Meetings

The purpose of the one-on-one meetings is to discuss issues and clarifications regarding the RFP. The one-on-one meetings are subject to the following rules:

(a) The meetings are intended to provide Proposers with a better understanding of the RFP.

(b) GDOT will not discuss with any Proposer any Proposal other than its own.

(c) Proposers shall not seek to obtain commitments from GDOT in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

(d) No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

(e) GDOT reserves the right to limit the subject matter of one-on-one meetings as it, in its sole discretion, deems appropriate.

(f) GDOT may, in its sole discretion, request each Proposer to submit in writing a proposed agenda prior to any scheduled one-on-one meeting.

2.5.2 Meeting Notice, Confirmation and Agreement

GDOT shall notify each Proposer in writing of the scheduled time, place, date and duration of any one-on-one meeting. Proposers shall confirm their attendance and identify all participants from Proposer whether attending in person or by phone within five (5) days of receiving this notice.

Proposers participating in one-on-one meetings will be required to sign an agreement addressing, among other things, the procedural details regarding allowed contact with GDOT representatives and Proposer's waiver of protest rights related to these meetings. In order to qualify to attend these meetings, Proposers are required to return an executed version of the agreement at least five (5) days prior to the initial one-on-one meeting.

2.5.3 Statements at One-on-One Meetings

Nothing stated at any one-on-one meeting will modify the ITP or the RFP. Any and all changes to the RFP will be made via an Addendum issued pursuant to Section 2.4.

2.5.4 GDOT Use of One-on-One Meeting Information

GDOT reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that GDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information (see Section 2.5).

2.6 Examination of the Request for Proposals Package and Project Site

GDOT shall permit Proposers to access the Project site to perform limited investigations. Proposers must notify the GDOT Area Office prior to entering the Project site and must follow all applicable state laws including erosion control and traffic control. Proposers are expected to carefully examine the Project site and the complete RFP package before submitting a Proposal.

Each Proposer shall, by submission of a Proposal, be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in performing the work under the DB Documents.

2.7 Changes to Proposer's Organization

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal, a Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement process, unless otherwise approved in writing by GDOT. This restriction applies to any changes in the following:

(a) the Participating Members and Major-Non-Participating Members of Proposer;

(b) the lead individual from each Participating Member and Major Non-Participating Member;

(c) the project manager for the Lead Contractor;

(d) the superintendent for the Lead Contractor;

(e) the lead design engineer for the Lead Engineering Firm; and

(f) any other key members of Proposer's management team or other individuals that Proposer identified in its SOQ.

If a Proposer wishes to change the organization represented in its SOQ by adding, removing, or substituting any of the individuals listed above, by changing the role of one of these individuals, by changing or adding a Participating Member or Major Non-Participating Member to Proposer team, or by changing the level of participation of one or more Participating Members of its team, Proposer must submit to the Authorized Representative a written request to change its organization no later than the date specified in Section 1.4. If a request is made to allow an addition to the team, including a new Participating Member or Major Non-Participating Member, Proposer shall submit with its request the information required by the RFQ for the position the proposed individual will fill. If a request is made to allow deletion of one of the individuals listed above, Proposer shall submit such information as GDOT may require to demonstrate that the changed Proposer team is equal to or better than the team shortlisted by GDOT during the RFQ phase of this procurement.

GDOT shall have sole discretion to grant or withhold approval of any requested change and to waive the requirement that Proposer submit such change no later than the date specified in Section 1.4.

SECTION 3.0 ALTERNATIVE TECHNICAL CONCEPTS (ATCS) AND PAYMENT FOR WORK PRODUCT

3.1 Overview and Purpose of ATCs

This Section 3.1 sets forth a process for pre-Proposal review of ATCs conflicting with the technical requirements for design and construction of the Project, requiring a modification of the Technical Provisions, Technical Documents, studies of the NEPA Approval, or the DB Agreement. This process is intended to allow Proposers to incorporate innovation and creativity into their Proposals, in turn allowing GDOT to consider Proposer's ATC(s) in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATC(s) to the post-award period, and, ultimately, to obtain the best value for the public.

GDOT has sole discretion to allow or reject any ATC submitted. Any ATC that has been pre-approved may be included in the Proposal, subject to the conditions set forth herein.

If a Proposer is unsure as to whether a concept is consistent with the requirements of the RFP requirements or if that concept would be considered an ATC by GDOT, GDOT suggests that the Proposer present such concept as an ATC.

3.1.1 Limitations on ATCs

ATCs eligible for consideration hereunder shall be limited to those deviations from the requirements of the as-issued DB Documents that result in performance and quality of the end product that is equal to or better than the performance and quality of the Project on an overall basis without the proposed ATC, as determined by GDOT in its sole discretion.

A concept is not an ATC if, in GDOT's sole judgment, it merely results in lower standards, reduced scope, quantities, performance or reliability.

ATCs that, if implemented, would require further environmental evaluation of the Project may be allowed, provided that Design-Build Team will bear the schedule and cost risk associated with such additional environmental evaluation. If Design-Build Team is not able to obtain the approvals necessary to implement the ATC, Design-Build Team will be obligated to develop the Project in accordance with existing approvals without additional cost or extension of time.

3.1.2 Pre-Proposal Submission of ATCs

Proposer may submit proposed ATCs for review to GDOT's Authorized Representative specified in Section 2.2.1, until the date and time identified in Section 1.4. All ATCs shall be submitted in writing as provided herein, with a cover sheet identifying Proposer and stating " Project – Confidential ATCs." Proposer shall clearly identify the submittal as a request for review of an ATC under this ITP. If Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by GDOT. ATC submittals shall include two hard copies and two electronic copies in PDF on separate disk with a narrative description of the ATC and technical information, including drawings, as described below. Additional paper copies of drawings or roll plots may be requested by GDOT, in its discretion.

Pre-Proposal ATC submissions for ATCs shall include the following:

(a) Labeling: A sequential ATC number identifying Proposer and the ATC number (multi-part or multi-option ATCs shall be submitted as separate individual ATCs with unique sequential numbers);

(b) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;

(c) Usage: The location(s) where and an explanation of how Proposer would use the ATC on the Project;

(d) Contract Changes: References to the RFP requirements that are inconsistent with the proposed ATC (including proposed redlined changes), an explanation of the nature of the changes from the requirements and a request for approval of such changes and a completed ATC Checklist (Form P). In doing so, Proposer shall clearly identify any design exception required to implement the ATC for GDOT's approval;

(e) Justification: An analysis justifying Proposer's use of the ATC and why GDOT should allow the deviation, if any, from the RFP requirements;

(f) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after the Construction Work), environmental impacts (including environmental re-evaluations), construction schedule impacts (including without limitation, on Milestone Deadlines), community impacts (including additional public involvement), safety and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation;

(g) Cost savings: An estimate and detailed breakdown of any savings that would accrue to GDOT as a result of the ATC;

(h) Time savings: An estimate of any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including a description of the methods Proposer would use, as well as a schedule graphically showing how the ATC will reduce this time period;

(i) Risks: A description of added risks to GDOT or third parties associated with implementation of the ATC (including, without limitation, with respect to post-construction, operation, maintenance, and tolling, if applicable, of the Project);

(j) Quality: A description of how the ATC is equal to or better in quality and performance than the RFP requirements;

(k) Costs: An estimate of the ATC implementation costs to GDOT, Design-Build Team and third parties;

(l) Operations: Any changes in operation requirements associated with the ATC (including, without limitation, with respect to (i) ease of operation and (ii) post-construction tolling of the Project, if applicable);

(m) Maintenance: Any changes in the anticipated maintenance requirements (during and post construction) associated with the ATC, including ease of maintenance;

(n) Anticipated life: Any changes in the anticipated life of the item comprising the ATC;

(o) Right-of-way: A description of the additional right-of-way (if any) required to implement the ATC;

(p) Past use: A description of other projects where the ATC has been used, the success of such usage and names and contact information, including

phone numbers and email addresses, for project owner representatives that can confirm such statements; and

(q) Sale of Work Product Under Section 3.8. A statement of whether or not Proposer is prepared to sell its ATCs as part of the Work Product to GDOT in accordance with the terms of Section 3.8 hereof (in the event that such Proposer is not selected as the apparent Successful Proposer).

3.2 GDOT Review of Pre-Proposal Submission of ATCs

3.2.1 General

GDOT may request additional information regarding proposed ATCs at any time and will, in each case, endeavor to respond to each Proposer regarding its ATCs within thirty (30) days of receipt of the final submission under Section 3.1.2, provided that GDOT has received all requested information regarding such ATC.

GDOT's responses will be limited to one of the following statements:

(a) the ATC, as submitted, is acceptable for inclusion in the Proposal;

(b) the ATC is not acceptable for inclusion in the Proposal;

(c) the ATC is not acceptable in its present form, but may be acceptable upon the satisfaction, in GDOT's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made, including, but not limited to, any required environmental reevaluation related to the ATC, which GDOT may condition upon a GDOT Re-evaluation Period;

(d) the submittal does not qualify as an ATC but may be included in Proposer's Proposal because it appears to be within the requirements of the RFP; or

(e) the submittal does not qualify as an ATC and may not be included in the Proposal.

GDOT will make a preliminary determination on whether to approve an ATC for inclusion in the Project, subject to the ATC Proposal Package approval process in Section 3.2.2.

Proposers shall ensure that the final Proposal complies with the requirements of the RFP. Final approval of an ATC will constitute a change in the specific requirements of the DB Documents associated with the approved ATC for that specific Proposer. **Each Proposer, by submission of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to GDOT's determinations regarding acceptability of ATCs for its Proposal or any other submitted Proposal.**

GDOT's rejection of a pre-Proposal submission of an ATC under this Section 3.2.1 will not entitle Proposer to an extension of the Proposal Due Date or the date that the ATCs are due;

provided, however, that the foregoing shall not limit GDOT's sole right to modify the Proposal Due Date or any other date in connection with this procurement.

GDOT anticipates that its comments provided to a Proposer will be sufficient to enable Proposer to make any necessary changes to its ATCs. However, if a Proposer wishes additional clarifications regarding necessary changes, Proposer may provide a written request for clarifications under Section 2.3.

3.2.2 ATC Proposal Package Process

Included with Proposer's Technical Proposal, Proposer will submit to GDOT a list of all preliminarily approved ATCs that Proposer has included in its Proposal ("ATC Proposal Package"). Proposer will not be allowed to include any ATC that has not been pre-approved by GDOT.

3.3 Incorporation of ATCs into the DB Agreement

Following selection of the apparent Successful Proposer, the ATC Proposal Package that was incorporated in the Proposal by the apparent Successful Proposer shall be incorporated into the DB Documents. If GDOT has pre-approved any ATC by responding that the ATC was acceptable subject to certain conditions being met, including a condition of a GDOT Re-evaluation Period, those conditions will become part of the DB Documents. The DB Documents will be conformed after identification of the apparent Successful Proposer, but prior to execution of the DB Agreement, to reflect the ATCs contained in the ATC Proposal Package, including any GDOT conditions thereto.

Notwithstanding anything to the contrary herein, if the apparent Successful Proposer does not comply with one or more GDOT conditions of pre-approval of an ATC in the ATC Proposal Package, including obtaining any necessary third-party approvals, the apparent Successful Proposer shall comply with the original requirements of the RFP without additional cost or extension of time as set forth in the DB Agreement.

If an unsuccessful Proposer has indicated that it is prepared to sell an irrevocable license with respect to its ATCs to GDOT in accordance with the terms of Section 3.8 hereof, it is GDOT's intention to acquire such ATCs before or promptly after GDOT's selection of the apparent Successful Proposer. Following such acquisition, such ATCs may, in GDOT's sole discretion, be presented to the apparent Successful Proposer for possible inclusion in the Project as a Supplemental Agreement. The Supplemental Agreement will document (i) any change in the DB Contract Sum relating to the ATC Costs (informed by a comparison of the Successful Proposer's cost estimate and the Department's Cost Estimate) and (ii) any schedule adjustments (including, without limitation, to the Project Baseline Schedule and/or Milestone Schedule, as applicable) (informed by the related estimated schedule impact as developed by the Successful Proposer and validated by the Department).

3.4 Disclosure of ATC Information

Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify GDOT in writing of its intent to take such action,

including details as to date and participants, and obtain GDOT's prior written consent, in GDOT's sole discretion, to do so.

3.5 Third Party Approvals

If implementation of an ATC will require approval by a third party (e.g., a governmental authority), other than Governmental Approvals required for a reevaluation of the environmental document, Proposer will have full responsibility for, and bear the full risk of, obtaining any such approvals after award of the DB Documents and submission of data. If any required third-party approval is not subsequently granted with the result that Proposer must comply with the requirements of the original RFP, Proposer will not be entitled to any additional time or money.

3.6 GDOT's Right to Modify

If GDOT determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity or mistake, GDOT reserves the right to modify the RFP through an Addendum to correct the error, ambiguity or mistake, regardless of any impact on a proposed ATC.

3.7 Confidentiality of ATC Information

Pursuant to Section 4.4 and subject to Sections 2.5.4 and 3.4, information discussed and materials submitted at an ATC meeting will be considered confidential by GDOT until the procurement phase of the Project has been completed, subject to Section 3.8 below.

3.8 Purchase and Use of Work Product by GDOT

3.8.1 Purchase of Work Product

GDOT may, in accordance with this Section 3.8, make certain payments to Proposers in consideration for the transfer and assignment to GDOT of proprietary information, trade secrets, techniques, concepts, analyses, approaches, ideas or other intellectual property or work product furnished by Proposers to GDOT during the procurement hereunder (including, without limitation, ATCs) (collectively, “Work Product”).

GDOT may make payments to Proposers for an irrevocable license with respect to their Work Product as follows:

(a) GDOT may, after its selection of the apparent Successful Proposer in accordance with Section 5 below; offer and, if its offer is accepted, make a payment to each unsuccessful Proposer to acquire such rights with respect to such Work Product as of such date.

3.8.2 Payment Amount, Timing and Work Product Assignments and Assumption

3.8.2.1 The purchase price to be paid by GDOT to a Proposer under this Section 3.8 will be the Stipulated Fee amount of .

3.8.2.2 If Proposer is prepared to sell rights with respect to its Work Product to GDOT in accordance with the terms of Section 3.8.1 (in the event that such Proposer is not selected as the apparent Successful Proposer), Proposer shall, deliver to GDOT a duly completed and executed Grant and Assumption of Non-Exclusive Irrevocable License (in the form of Form N) reflecting the Stipulated Fee amount with Volume 1 of their proposal.

3.8.2.3 Payments under this Section 3.8 will be made by GDOT to each eligible Proposer as follows:

(a) in the case of any Work Product rights being acquired under Section 3.8.1, prior to or promptly after GDOT's selection of the apparent Successful Proposer (in accordance with Section 5), provided that Proposer has complied with Section 3.8.2.2; and

(b) in any other case no later than the forty fifth (45th) day after Proposer and GDOT have each executed a completed Grant and Assumption of Non-Exclusive Irrevocable License (in the form of Form N) reflecting the Stipulated Fee.

3.8.2.4 In the event that any Proposer that has received payment with respect to rights in its Work Product pursuant to Section 3.8.1(a) is subsequently awarded the DB Document under Section 6.2.2, such Proposer shall, no later than the date of its execution of the DB Agreement, reimburse GDOT in full for the purchase price paid by GDOT pursuant to Section 3.8.2.3.

3.8.3 Use of Work Product

GDOT shall, at all times following the making of any payment for Work Product rights (including any ATCs rights) under this Section 3.8, have the irrevocable right to use (or permit others to so use on its behalf) such Work Product (including, without limitation, in connection with any DB Agreement awarded for the Project, any subsequent procurement with respect to the Project or any other GDOT project), with no obligation to pay additional compensation to the relevant Proposer in connection with such Work Product. Such use may, at GDOT's sole and exclusive discretion, include the disclosure of such Work Product (including ATCs) to the apparent Successful Proposer.

3.8.4 Foregoing of Payment by Proposer

Each Proposer has the option to forego payment with respect to rights in its Work Product under this Section 3.8 and to retain all rights with respect to the relevant Work Product. In such an event GDOT will have no right to use such Work Product.

3.8.5 Work Product Minimum Requirements

If a Proposer elects to be eligible for the Payment for Work Product, the Proposer must submit with their Technical Proposal cd(s) or dvd(s) containing all design files, concepts,

ideas, technology, techniques, methods, processes, drawings, reports, plans and specifications used in the development of the bid and technical proposal.

SECTION 4.0 PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

4.1 Format

To facilitate the evaluation of Administrative, Technical, and Price Proposals and to help protect the confidentiality of proprietary information, the Proposal submittal described below shall be submitted in three (3) separate sealed packages.

Unless otherwise specified in this ITP, all written submittals must be prepared on 8-1/2" x 11" white paper. All written submittals, regardless of paper size, must be prepared on white paper and included in the applicable binder. Each section shall have sequentially numbered pages, shall be separated by a divider with a tab, and shall be prepared using no smaller than twelve-point font size, except for tables, which may be prepared using ten point font size. Some of the required documents have specified page limitations, as set forth in Exhibits B, C and D. GDOT may disregard documents not complying with these page limitations. Pages may be printed on two sides, in which event each side shall be considered one page. Printed lines may be single-spaced. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and GDOT will not evaluate such materials.

4.2 Contents and Organization

Proposers shall clearly index their Administrative, Technical, and Price Proposals using pages with tabs and organize them in the order set forth in this Section 4.2. The Proposal shall contain separately bound and labeled Administrative, Technical, and Price Proposals, each in a separate loose-leaf three ring binder, including the information described in this Section. Proposers may subdivide each Administrative, Technical, and Price Proposal as needed. The electronic submittals (CDs and/or DVDs) shall follow equivalent organizational standards, and shall use a searchable format with appropriate bookmarks.

The first page of the Administrative Proposal may be a page executed by the Proposer that sets forth the specific items Proposer deems confidential, trade secret or proprietary information protected from public disclosure under the Open Government Laws. The Proposer shall list the specific statute within the Open Government Laws that Proposer has reasonably determined is exempt from disclosure under Section 50-18-72 of the Code or any other applicable law. The list required under this Section 4.2 is intended to provide input to GDOT as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on GDOT or determinative of any issue relating to confidentiality. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for GDOT to treat the entire Proposal as public information. In no event shall the State, GDOT or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal submitted under this RFP. Additionally, Proposer shall add a "confidential" watermark to all pages that it deems confidential under this paragraph.

If GDOT receives a request for public disclosure of all or any portion of the materials identified as confidential and included in any part of a Proposal, GDOT will promptly notify the applicable

Proposer of the request. Proposer may seek a protective order or other appropriate remedy at such Proposer's sole cost and expense. If GDOT determines in good faith that the materials identified as "confidential" are not exempt from the Open Government Laws, GDOT will release the requested information. GDOT shall make the final determination regarding whether the requested information is to be disclosed or withheld.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on GDOT by the Open Government Laws or other applicable law, and the provisions of the Open Government Laws or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Please see Exhibit B, Exhibit C, and Exhibit D for special instructions regarding submission of information relating to the Price Proposal.

4.2.1 Administrative Information

The Administrative Proposal will contain the components described in Exhibit B, separated and labeled appropriately and organized.

4.2.2 Technical Proposal

The Technical Proposal will contain the components described in Exhibit C, separated and labeled appropriately and organized.

The Technical Proposal shall be consistent with the requirements in the DB Documents. In drafting the Technical Proposal, Proposers shall use the versions of any manuals, guidelines or specifications, including but not limited to those identified in Volume 3 of the Technical Provisions, in effect at the date of the RFP advertisement.

4.2.3 Price Proposal

The Price Proposal shall contain the components described in Exhibit D, separated and labeled appropriately and organized. Any financial statements or updates to financial statements, as required for Proposers acting as a Joint Venture or Partnership, shall be submitted electronically to the extent possible, including links to SEC filings. If hard copies are submitted they must be provided in a separate notebook.

If Proposer is not a Joint Venture or Single Purpose Entity, the Price Proposal should only consist of a sealed envelope containing the required components described in Exhibit D.

4.3 Submission of Proposals

Proposers shall submit the following to GDOT:

(a) One (1) original of each of the Administrative Proposal, the Technical Proposals, and the Price Proposal (each Proposal marked "ORIGINAL");

(b) One (1) copy of the Administrative Proposal;

(c) Six (6) copies of the Technical Proposal;

(d) One (1) electronic copy of the Price Proposal (Financial Information Only), Administrative, and Technical Proposals in "PDF" and original file format along with all electronic files used to develop the proposal (as defined as part of the Work Product); and

(e) One (1) electronic copy of the Preliminary Baseline Schedule as described in Exhibit C.

Proposers shall submit and individually label all packages making up its Proposal as follows:

Proposal for the [Insert Project Name] Project
Re: Administrative Information; Technical Proposal; Price Proposal

Proposals shall be delivered no later than 2:00 p.m. EST on the Proposal Due Date (as specified in Section 1.4) to:

Georgia Department of Transportation
One Georgia Center
19th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Attn: Chip Meeks

Acknowledgment of receipt of Proposals will be evidenced by the issuance of a receipt by a member of GDOT staff. GDOT will not accept Proposals submitted via facsimile or e-mail.

GDOT will not accept any Proposals delivered after the Proposal Due Date and time as specified in Section 1.4. Any Proposals received after the specified time on the Proposal Due Date will be rejected and not considered. Proposers are solely responsible for assuring that GDOT receives their Proposals by the specified time on the Proposal Due Date at the address listed above. GDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, delays due to security check-in process, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of GDOT.

4.4 Disclosure of Proposals

No Proposal shall be made public until the procurement phase of the Project, including any evaluation, one-on-one meetings, negotiations and award, has been completed.

4.5 Validity of Proposals

Proposals submitted and not withdrawn as of the Proposal Due Date shall be valid for a period of fifty (50) days commencing on the Proposal Due Date. No Proposer shall withdraw its Proposal within the fifty (50) day period, unless notified by GDOT that (i) the DB Documents for the Project will not be awarded by GDOT pursuant to the RFP or (ii) GDOT has awarded the DB Documents to another Proposer, has received the executed DB Documents and other required documents, and does not intend to award the DB Documents to Proposer.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

4.6 Proposal Bond

Each Proposer shall submit a Proposal Bond, as described in Exhibit D and in the form provided in Form D-1. The Proposal Bond shall be in the amount of 5% of the DB Price Proposal.

4.7 Forfeiture of Proposal Bond

Each Proposer understands and agrees that if it has submitted and not withdrawn its Proposal as of the Proposal Due Date and (i) withdraws any part or all of its Proposal (without the Consent of GDOT) while the Proposal is valid or (ii) if it is selected at the Apparent Successful Proposer pursuant to Section 6.2 or Section 6.2.2 should refuse or be unable to furnish any commitments made in its Proposal, GDOT shall be entitled to draw on the Proposal Bond in its entirety and Proposer shall not be entitled to the Payment for Work Product.

Proposer acknowledges that the forfeiture of the Proposal Bond constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

Subject to Section 6.3.1, GDOT will retain the Proposal Bond for all Proposers until the DB Documents have been fully executed, GDOT has canceled the RFP or the conclusion of the validity period described in Section 4.5; after which GDOT will return the Proposal Bond for each unsuccessful Proposer, except any Proposal Bond drawn upon by GDOT. Further, GDOT shall return the Proposer Bond to the Apparent Successful Proposer within two (2) Business Days of GDOT's receipt of the Payment and Performance Bonds, in accordance with Section 5.6.

Proposer understands that any material alteration, as determined by GDOT in its sole discretion, of documents specified in this Section 4, the Form of Proposal Bond (Form D-1), will render the Proposal non-responsive and non-compliant, unless such alteration was authorized by GDOT in writing prior to the Proposal Due Date.

4.8 Cost of Preparing Proposal

Subject to Section 3.8 and the terms of the Work Product Assignments and Assumption set forth in Form N, the cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process shall be borne by Proposer.

4.9 Compliant Proposal

Proposer shall submit a Proposal that provides all the information required by the ITP. If the Proposal does not fully comply with these requirements, GDOT may deem the Proposal non-responsive in which case Proposer shall be disqualified. In addition, GDOT may consider Proposals non-responsive and Proposer disqualified for the following reasons:

(a) If the Proposal is not submitted in the format specified in this ITP, is illegible or is incomplete;

(b) If the Proposal contains multiple, conditional or alternate Proposals (except as contained in pre-approved ATCs and including conditionally pre-approved ATCs that have been revised to satisfy any conditions to approval) or contains any omission, erasures, alterations, unauthorized additions or other irregularities of any kind; or

(c) If Proposer is in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

4.10 Insurance Requirements

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the DB Documents and to take these minimum requirements into account in putting together their Technical Proposal and Price Proposal.

SECTION 5.0 EVALUATION PROCESS AND CRITERIA

Upon GDOT's receipt of the Proposals, GDOT will proceed to review the Proposals using the pass/fail factors set forth in Section 5.1 and to evaluate the Proposals pursuant to the evaluation criteria and processes established in Sections 0 and Exhibit E. As set forth in Section 5.4, the evaluation process may, at GDOT's sole discretion, include a request for revised Proposals. GDOT will determine which Proposal is the apparent Successful Proposer in accordance with the selection process set forth in this Section 5.

GDOT may, in its sole discretion, reject all Proposals or advertise for new Proposals, if, in the judgment of GDOT, the best interests of the public will be promoted by doing so.

5.1 Pass/Fail and Responsiveness Evaluation

Each Proposal will be reviewed (a) for responsiveness and (b) based on the pass/fail criteria set forth in this Section 5.1. Each Proposer must satisfy each pass/fail requirement set forth in Sections 5.1.2 through 0 and be deemed to have submitted a responsive Proposal pursuant to Section 5.1.1 in order for GDOT to evaluate it qualitatively under Section 0. Proposers are advised that failure to achieve a “pass” rating on any “pass/fail” factor will result in GDOT declaring the Proposal non-responsive and Proposer being disqualified. Prior to making such determination, GDOT may, in its sole discretion, request clarifications of the information submitted in the Proposal (*see* Section 5.3).

5.1.1 Responsiveness

Each Proposal will be reviewed for conformance and responsiveness to the requirements set forth in the RFP. Proposers that GDOT determines are non-responsive to the RFP may be excluded from further consideration. Proposers will be advised regarding a determination of non-responsiveness.

5.1.2 Administrative Pass/Fail Requirements

The Administrative Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit B.

5.1.3 Technical Proposal Pass/Fail Requirements

The Technical Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit C.

5.1.4 Price Proposal Pass/Fail Requirements

The Price Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements below:

(a) Proposer has delivered a complete, properly executed Proposal Bond that complies with the requirements of Form D;

(b) The Price Proposal contains each of the submittals required by Exhibit D.

5.2 Proposal Evaluation Criteria and Weighting

GDOT will evaluate and score each responsive Proposal meeting all of the "pass/fail" qualification requirements in Section 5.1 according to the criteria set forth in Exhibit E. Once GDOT has scored and weighted the Proposals in accordance with Section 5.2.1, GDOT will determine which Proposal is the apparent Successful Proposer in accordance with Section 5.2.2. The maximum score for a Proposal will be 1000 points, which will be allocated as described below.

5.2.1 Breakdown between Technical and Financial Evaluations

(a) Technical Proposal Evaluation Process / Guidelines

Unless otherwise specified in Exhibit E, GDOT will score each Proposal based on the evaluation criteria set forth in Exhibit E using an adjectival (qualitative/descriptive) ratings method, as follows:

Adjective Rating	Percentage of Points Awarded	Description
Excellent	90% - 100%	The Proposal exceeds in a significant manner stated requirements in a beneficial way, providing advantages, benefits or added value to the Project, and provides a consistently outstanding level of quality.

Adjective Rating	Percentage of Points Awarded	Description
Very Good	80% - 90%	The Proposal exceeds the stated requirements in a beneficial way, providing advantages, benefits or added value to the Project, and offers a significantly better than acceptable quality.
Good	70% - 80%	The Proposal comfortably meets the stated requirements, provides some advantages, benefits or added value to the Project and offers a generally better than acceptable quality.
Fair	50% - 70%	Proposer has demonstrated an approach which is considered to marginally meet stated requirements and meets a minimum level of quality.
Poor	0% (Failing)	Proposer has demonstrated an approach which contains significant weaknesses/deficiencies and/or unacceptable quality.

In addition to the adjectival (qualitative/descriptive) ratings set forth above, GDOT may apply a "+"rating. GDOT will evaluate and assign adjectival/"+" rating to the Technical Proposal evaluation criteria listed in Exhibit E, which will be converted to numerical scores based on the percentage ranges as defined in Section 5.2.(a). The sum of the Evaluation Score from Exhibit E Section E.1 will make up the Technical Proposal Score, with maximum possible points.

(b) Price Proposal Evaluation Process / Guidelines

Each Proposer's Price Proposal Score will be calculated pursuant to Exhibit E Section E.2, with maximum possible points.

5.2.2 Best Value Determination

The determination of apparent best value shall be based on a 1000 point scale and will be computed using the formula provided in Exhibit E Section E.3.

5.3 Requests for Clarification

GDOT may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Any requests for clarification shall be in writing to Proposer's designated representative. Proposers shall respond to any such requests within two Business Days (or such other time as is specified by GDOT) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, GDOT.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

5.4 Request for Proposal Revisions

GDOT may, at any time after receipt of Proposals and prior to final award, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). If Proposal Revisions are requested, GDOT will follow the requirements described in 23 CFR Part 636. GDOT may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term "Proposal," as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revisions.

5.5 Proposal Re-evaluation following Revisions

Upon receipt of Proposal Revisions pursuant to Section 5.4 above, GDOT will re-evaluate the Proposals as revised in accordance with the methodology described in Section 5.2.

5.6 Payment and Performance Bonding Requirements

On the Effective Date of DB Agreement, Proposer shall, at its option, cause Design-Build Team to deliver to GDOT P&P Bonds in compliance with GDOT Specification 103.05.

SECTION 6.0 AGREEMENT AWARD AND EXECUTION

6.1 No Obligation to Award

GDOT shall be under no obligation to award the DB Documents to any Proposer or to award the DB Documents at all.

6.2 Award and Execution

Unless GDOT rejects all Proposals or cancels this procurement, GDOT shall select as the apparent Successful Proposer the Proposer with the apparent Successful Proposal, taking into consideration the evaluation criteria and procedures set forth in Section 5 and Exhibit E. GDOT's selection of Apparent Successful Proposer with respect to the DB Documents shall be deemed to have occurred upon public notification of such selection.

Following such selection of Apparent Successful Proposer, GDOT and the Apparent Successful Proposer shall finalize the executable versions of the DB Documents, including incorporating pre-approved ATCs, as appropriate, filling in blanks and inserting information that the forms of the DB Documents indicate is required from the Proposal. As part of the finalization process and pursuant to Section 3.8, GDOT may, in its sole discretion, elect to engage with the Apparent Successful Proposer regarding the incorporation of the Unsuccessful Proposers' Work

Product (including pre-approved ATCs). By submitting its Proposal, each Proposer commits to enter into the form of DB Documents included in the RFP, without variation, except as provided in this paragraph.

6.2.1 Delivery of Drafts, Execution of DB Documents, Etc.

Within twenty (20) days of GDOT's selection of the Apparent Successful Proposer, such Apparent Successful Proposer shall:

(a) deliver to GDOT specimens of the insurance policies required under the DB Agreement for GDOT's review and approval; and

(b) if the Successful Proposer is a Joint Venture or Partnership, identify the attorney or law firm that will provide the legal opinions set forth on Form S hereto to be delivered concurrently with GDOT's execution of the DB Agreement and provide a draft opinion letter (consistent with such on Form S) to GDOT for GDOT' s approval, not to be unreasonably withheld. Such opinion letter may be rendered by in-house or outside counsel, provided that (i) the organization/authorization/execution opinion shall be provided by an attorney licensed in the state of the formation/organization of the entity for which the opinion is rendered (i.e., Design-Build Team, joint venture member, etc.) and (ii) the qualification to do business in Georgia and the enforceability opinion shall be provided by an attorney licensed in the state of Georgia, provided, however, that the organization/authorization/execution opinion for an entity formed or organized under the laws of the State of Delaware may be issued by an in-house or outside counsel not licensed in Delaware.

(c) Notify GDOT in writing of the name and address of its agent for service of legal process for this Project. Proposer shall not change this authorized agent without prior written notice to GDOT;

(d) If applicable, complete the establishment of the single purpose entity for the Project and submit certified copies of the single purpose entity-related documents to GDOT as described in Section 1.12;

(e) Notify GDOT in writing of Proposer's Federal Internal Revenue Service Employer Identification Number;

(f) Deliver to GDOT six (6) executed sets of the DB Agreement, together with evidence as to the authority, power, and capacity of the individuals executing the DB Documents to bind Proposer to the DB Documents;

(g) Deliver to GDOT P&P Bonds meeting the requirements of GDOT Specification 103.05.

(h) Deliver to GDOT evidence of insurance required to be provided by Design-Build Team under the DB Documents;

Should the Apparent Successful Proposer fail to comply with any of the requirements in this Section 6.2.1, GDOT shall call upon the Apparent Successful Proposer Proposal Bond in its entirety, *provided* that Proposer's time period to satisfy the requirements of this Section 6.2.1 shall be extended by the period of delay in Proposer's ability to execute the DB Agreement solely and directly caused by the issuance of a temporary restraining order or other form of injunction by a court with jurisdiction that prohibits prosecution of any portion of the Project.

Proposer acknowledges that the forfeiture of the Proposal Bond constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

It is contemplated that GDOT will execute the DB Agreement no later than 45 days after selection of the Apparent Successful Proposer, subject to such Apparent Successful Proposer's compliance with the terms of this Section 6.2.1. GDOT will retain four (4) sets of the executed DB Documents, GDOT will deliver one executed set to FHWA (for Projects of Division Interest only), and GDOT will deliver the other one (1) executed set to Proposer. Concurrently with GDOT's execution of the DB Agreement, the Design-Build Team will provide to GDOT the legal opinion in the form, and from the counsel, previously approved by GDOT. Each of the DB Documents will not be effective until it has been fully executed by all of the parties thereto.

6.2.2 Initial Successful Proposer's Failure to Comply

If the initial Apparent Successful Proposer fails to comply with the requirements of Section 6.2.1, GDOT may (in its sole discretion) award the DB Documents to the Proposer whose Proposal was the next apparent Successful Proposer, re-advertise and complete the work under a different contract, cancel the Project or pursue any other option it chooses.

6.3 Reserved

6.4 Debriefing of Unsuccessful Proposers

GDOT shall debrief Unsuccessful Proposers upon their written request submitted to the Point of Contact no earlier than NTP 1 and no later than thirty (30) calendar days after GDOT's issuance of NTP 1 for the Project. Written requests for debriefing must be submitted within thirty (30) calendar days of the GDOT Design-Build Project award announcement. Email requests are considered acceptable.

GDOT will prepare a summary of the requesting Proposer's relevant evaluation information. GDOT will provide the information in writing to the requesting Proposer within thirty (30) calendar days after GDOT issuance of the Project's NTP 1.

6.5 Bid Protest Procedures

Each DB Team, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in the RFP expressly in consideration for such waiver and agreement by the DB Team. If a DB Team disregards, disputes, or does not follow the exclusive protest remedies set forth in the RFP, it shall indemnify, defend, and hold

GDOT, other agencies and their respective directors, officers, officials, employees, agents, representatives, advisors and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such DB Team's actions. The submission of a Proposal by the DB Team shall be deemed DB Team's irrevocable and unconditional agreement with such indemnification obligation.

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

If the DB Team elects to protest the bid for this project, as permitted, the DB Team shall submit to the Department in writing, signed by a company officer authorized to sign contracts on behalf of the DB Team within the filing period.

At a minimum, the protest must include the following:

1. The name and address of the DB Team protestor;
2. Appropriate identification of the solicitation/sole source notice;
3. A statement of reasons for the protest;
4. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time (in which case the DB Team must proceed to file the protest within the filing period, but state the expected availability of the material supporting its claim); and
5. The desired remedy.

The DB Team is required to identify all grounds for protest during the protest filing period. The Department, at its discretion, may deem issues not raised in the protest filing period as voluntarily relinquished by the protesting DB Team. After the protest filing period expires, any grounds for protest voluntarily relinquished by the protesting DB Team may not be introduced by the protesting DB Team at any time during the protest process or any subsequent litigation.

The DB Team shall label all packages comprising its bid protest as follows:

Project Name

Bid Protests shall be delivered no later than sixty (60) calendar days at 11:00 a.m. EST from Project letting to:

Georgia Department of Transportation
One Georgia Center
11th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Attn: Monica Flournoy

SECTION 7.0 NON-RESPONSIVE TECHNICAL PROPOSAL PROCEDURES

7.1 GDOT's Responsibilities

In the event GDOT deems a Proposer's Technical Proposal non-responsive, GDOT shall, within two (2) business days of such determination, provide each non-responsive Proposer a written explanation as to the reason(s) that their Technical Proposal was deemed non-responsive. An email is considered a proper written notification.

7.2 Proposer's Responsibilities

Upon receipt of GDOT's written explanation, the Proposer shall have five (5) business days to request GDOT reconsider the non-responsiveness determination. The Proposer's request shall be in writing to the Chief Engineer; shall clearly state the reasons the Proposer believes that GDOT's determination is in error; and shall include supporting documentation as the Proposer deems appropriate.

7.3 Technical Proposal Resolution

Upon GDOT's receipt of a Proposer's written request for reconsideration of the non-responsiveness determination, GDOT will respond in writing with a final determination or an estimate of when a final determination will be made within three (3) business days.

7.4 Time Frames

The time frames included are approximate, and may be modified by GDOT.

7.5 Costs and Damages

All costs of a Proposer for requests for GDOT to reconsider the non-responsiveness determination shall be the responsibility of the Proposer and shall be undertaken at the Proposer's expense.

SECTION 8.0 GDOT'S RIGHTS AND DISCLAIMERS

8.1 GDOT's Rights

In connection with this procurement, GDOT reserves to itself all rights (which rights shall be exercisable by GDOT in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

(a) Develop the Project in any manner that it, in its sole discretion, deems necessary. If GDOT does not execute the DB Agreement with Proposer that submitted the apparent Successful Proposal, GDOT may proceed to the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project, or exercise such other rights under the provisions of State law as it deems appropriate;

(b) Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information concerning a Proposer's Proposal, require additional evidence of qualifications to perform the Work, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;

(c) Reject all Proposals;

(d) Reject any Proposals received for non-responsiveness to or non-compliance with the RFP requirements;

(e) Issue a new RFP;

(f) Cancel, modify, or withdraw the RFP in whole or in part at any time prior to the execution of the DB Documents, including adding or deleting Proposer responsibilities contained in the RFP;

(g) Modify all dates set or projected in the RFP, including this ITP;

(h) Issue Addenda;

(i) Disqualify any Proposer who changes its Proposal, members of its team or key personnel without GDOT approval;

(j) Review DBE Proposals for adequate DBE participation to include review and analysis of the Proposers DBE Plan to ensure that appropriate goal attainment and good faith effort considerations are contained within the Proposer and that those considerations contemplate the utilization of DBE firms throughout the life of the Project in both the preconstruction and construction phases.

(k) Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts and consultants in evaluating the Proposals;

(l) Accept and review non-conforming Proposals or seek and receive clarifications or supplements to a Proposal;

(m) Waive minor irregularities in Proposals. Minor irregularities are defined as those that will not have an adverse effect on GDOT's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers;

(n) Suspend and terminate the procurement at any time; and/or

(o) Exercise any other right reserved or afforded to GDOT under this ITP and applicable law.

8.2 Disclaimers

The RFP does not commit GDOT to enter into a DB Agreement, nor does it obligate GDOT to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of the DB Documents. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for payments related to the Payment for Work Product.

The execution and performance of the DB Documents pursuant to the RFP is contingent upon sufficient appropriations and authorizations being made by the Georgia General Assembly for performance of the DB Agreement between the successful Proposer and GDOT.

In no event shall GDOT be bound by, or be liable for, any obligations regarding the Work or the Project until such time (if at all) as the DB Documents have been executed, authorized and delivered.

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

EXHIBIT A

RESERVED

EXHIBIT B

ADMINISTRATIVE INFORMATION SUBMITTAL REQUIREMENTS

B.1 General Instructions

This Exhibit B describes the required information and submission format regarding Administrative Information Submittals. Proposers shall submit the administrative information required by this Exhibit B, separated and labeled appropriately. The Administrative Information Submittals shall be limited to the page limitations (if any) specified for that submittal.

B.2 Contents of the Administrative Information Submittals

Proposers are to provide all information set out in this Exhibit B.

The Administrative Information Submittals shall consist of the following major elements: (a) the Executive Summary; and (b) Proposer information, certifications and documents (including required forms)

B.2.1. Proposer Information, Certifications and Documents

B.2.1.1 Proposal Letter – Form A

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal and the DB Agreement, shall identify its authorized representative(s) and shall include all necessary authorization documents (as requested in the Proposal Letter – Form A).

B.2.1.2 Non-Collusion Affidavit – Form B

The Proposal shall include Form B, certifying that the Proposal is not the result of and has not been influenced by collusion.

B.2.1.3 Conflict of Interest Disclosure Statement – Form C

Pursuant to Section 1.6.3, the Proposal shall include a certification on Form C describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

B.2.1.4 Reserved

B.2.1.5 Participating Members, Contractors and Key Personnel Commitment – Form G

The Proposal shall include a completed Form G confirming the identity, current availability and commitment to the Project of the Participating Members, Major Non-Participating Members and Key Personnel for the Major Non-Participating Members that

were listed by Proposer in the SOQ, subsequently approved in writing by GDOT in accordance the procedures set forth in this ITP.

B.2.1.6 Equal Employment Opportunity Certification – Form H

The Proposal shall include an executed copy of Form H, regarding participation in contracts subject to federal equal employment opportunity requirements.

B.2.1.7 Buy America Certification – Form J

The Proposal shall include an executed copy of Form J, regarding federal "Buy America" requirements.

B.2.1.8 Use of Contract Funds for Lobbying Certification – Form K

The Proposal shall include an executed copy of Form K, regarding use of contract funds for lobbying.

B.2.1.9 Debarment and Suspension Certification – Form L

The Proposal shall include an executed copy of Form L, regarding debarment and suspension of contractors.

B.2.1.10 Changes in Proposer's Organization

The Proposal shall include a copy of the letter(s) (if any) issued by GDOT approving changes to the composition of Proposer's team (including additions to a Proposer team) following GDOT's decision to shortlist Proposer. Such approval is required under Section 2.7 of the ITP. If Proposer includes any such letter(s), it shall also include a brief description (two page maximum) of these changes.

B.2.1.11 Draft Single Purpose Entity Corporate Formation Documents

If Proposer contemplates the creation of one or more single purpose entities as the party to execute the DB Contracts, the Proposal shall include a statement acknowledging that the organizational documents for the single purpose entity(ies) will be provided within 60 days of GDOT's award pursuant to Section 6.2.1 of the ITP and the Proposal shall include applicable draft documents for such entity.

B.2.1.12 Executed Copy of Partnering/Consortium Agreement

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

NO LETTER DELIVERED UNDER THIS SECTION B.2.1.12 SHALL SET FORTH THE ACTUAL AMOUNT OF THE PROPOSED DB CONTRACT SUM, BUT SHALL, IF APPROPRIATE UNDER SECTION 5.6(a)(ii) OF THE ITP, MAKE REFERENCE TO THE "DB CONTRACT SUM AS SET FORTH IN THE PROPOSAL."

B.2.1.13 Work Product Assignment and Assumption – Form N

If Proposer has indicated, pursuant to Section 3.1.2(q) of the ITP, that it is prepared to sell its ATCs to GDOT in accordance with the terms of Section 3.8 of the ITP (in the event that such Proposer is not selected as the apparent Successful Proposer), such Proposer shall include a completed and executed copy of Form N (Work Product Assignment and Assumption) in its Proposal.

B.2.1.14 Georgia Immigration Security and Compliance Act Affidavit – Form R

The Proposal shall include an executed copy of Form R, regarding participation in the Employment Eligibility Verification Program.

B.2.1.15 Drug Free Workplace – Form T

The Proposal shall include an executed copy of Form T, regarding Drug Free Workplace.

B.3 No DB Contract Sum Information

NO PART OF THE ADMINISTRATIVE INFORMATION (INCLUDING, WITHOUT LIMITATION, DELIVERABLES UNDER SECTIONS B.2.1.12 OR B.2.1.13) SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.

EXHIBIT C

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

Proposer shall submit the Technical Proposal in accordance with this Exhibit C. The Technical Proposal shall be separated and labeled appropriately and organized. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross reference to their respective Proposal. The Technical Proposal shall be limited to an aggregate of pages, including the technical approach, the narrative, appendices and exhibits containing required forms, graphs, any matrices and pertinent data. Charts, graphs, figures and matrices may be submitted on 11"X17" sheets. Such 11"X17" sheets will be counted as one page. Multiple charts, graphs, figures or matrices may be provided on each 11"x17" sheet. Proposer may provide charts, graphs, figures and matrices in a legible format 11"X17" or larger to assist in GDOT's review. Schedules and drawings will not be counted as part of the aggregate pages. Dividing sheets and tabs will not count toward the maximum page limit, provided they do not include any additional qualitative information about Proposer.

The Technical Proposal shall include the following:

C.1 Preliminary Baseline Schedule/Construction Phasing Plan

(a) The Preliminary Baseline Schedule shall show the overall approach and provide detail activities to the design, construction phasing, planning, scheduling, and execution of the Work, for the period between NTP 1 and Final Acceptance. The Preliminary Baseline Schedule shall show in detail the Proposer's Work activities with all remaining Work being represented by phase level summary activities such that they cumulatively indicate all Work. The schedule shall indicate the milestone dates in Exhibit 9 of the DB Agreement and the critical path to achieve Substantial Completion and Final Acceptance. These milestone dates shall not include float in the Preliminary Baseline Schedule. If the Proposer's Preliminary Baseline Schedule milestone dates include float, those milestones will be evaluated based on the early start and early finish dates. The Preliminary Baseline Schedule shall be in general conformance with the Work Breakdown Structure provided as Attachment 1 to Exhibit C. Exhibit 9 shall be updated in the executed version of the contract to correspond the milestone dates included in the Preliminary Baseline Schedule.

(b) The narrative shall also discuss how the phasing would be accomplished considering all the challenges of the project required to meet the construction phasing plan. A description/discussion of the GDOT submittal review times and consideration for potential multiple reviews to meet the proposed schedule shall also be included.

(c) The Preliminary Baseline Schedule shall be the basis of the development and submittal of the Project Baseline Schedule as set forth in Section 2 requirements of the Technical Provisions. The Preliminary Baseline Schedule shall be created and developed in the allowable programming software as required in Section 2 of the Technical Provisions.

(d) Proposer shall provide a preliminary Submittals Schedule as required in the Technical Provisions.

C.2 Warranty

C.2.1. Warranty Period

(a) Proposer shall indicate the number of years that warranty will be provided.

C.2.1.2 Additional Warranty Information

(a) Proposer shall indicate any special warranty information that may be determined at GDOT's discretion to add additional value to the project. This may include but is not limited to additional warranty years for specific parts, warranties for labor in addition to materials, and warranties beyond manufacturer defects.

C.3 Maintenance

C.3.1. Maintenance Period

(a) Proposer shall indicate the number of years that it will perform maintenance for the Project. This shall match the warranty period.

C.3.1.2 Additional Maintenance Information

(a) Proposer shall identify methods for achieving GDOT's goal of being able to easily maintain the weigh in motion scales, software, and other installed equipment after the completion of the Warranty and Maintenance Period for the Project.

(b) Proposer shall identify if and when hardware and parts will be upgraded prior the end of the Warranty and Maintenance Period for the Project.

(c) Proposer shall indicate standard maintenance for the system meeting GDOT's goal of inheriting an easy to maintain system. This may include but is not limited to training, ease of access to scales, time needed to perform maintenance, qualifications and training required to be authorized to maintain equipment.

(d) Proposer shall provide a detailed parts list of items that may need to be replaced as part of regular or anticipated maintenance of the mainline scale system and all associated components. The ease of availability to obtain replacement parts and costs associated with replacement parts.

C.4 Integration

Integration and the virtual software component are vital to the overall success of the Project. Proposer shall indicate how it is achieving GDOT's goals for a well-integrated system.

(a) Proposer shall indicate how it will coordinate with stakeholders as identified in the Concept of Operations to ensure all stakeholders' needs are met.

(b) Proposer shall indicate how it has achieved similar integration goals on other projects.

(c) Proposer shall indicate how its proposed software can be easily integrated into other GDOT systems.

(d) Proposer shall indicate the annual required costs for software hosting and maintenance beyond the Warranty and Maintenance Period.

C.5 No DB Contract Sum Information

NO PART OF THE TECHNICAL PROPOSAL SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.

ATTACHMENT 1 TO EXHIBIT C

PRELIMINARY WBS REQUIREMENTS

For the Technical Proposal, the preliminary Work Breakdown Structure (WBS) requirement shall generally conform to the following level structure. Proposers may add additional activities and design-build construction phasing to enhance their preliminary WBS as part of their Proposal, but must fit the activities within the overall structure presented for each phase. Proposers are advised the additional activities will require GDOT's written approval for inclusion in the detailed WBS after execution of the DB Agreement.

Table B1-1: Preliminary WBS Requirements

1. Project

    1.1 Project Management
        1.1.1. Administration
        1.1.2. Bonds
        1.1.3. Insurance

    1.2. Design
        1.2.1. Environmental
            1.2.1.1. (By subsections determined by DB Team)
        1.2.2. Roadway
            1.2.2.1. (By subsections determined by DB Team)
        1.2.3. Drainage
            1.2.3.1. (By subsections determined by DB Team)
        1.2.4. Structures
            1.2.4.1. (By subsections determined by DB Team)
        1.2.5. Railroad
            1.2.5.1. (By subsections determined by DB Team)
        1.2.6. Landscape & Aesthetics
            1.2.6.1. (By subsections determined by DB Team)
        1.2.7. Traffic
            1.2.7.1. (By subsections determined by DB Team)
        1.2.8. ITS
            1.2.8.1. (By subsections determined by DB Team)
        1.2.9. Traffic Mgmt and Controls During Construction
            1.2.9.1. (By subsections determined by DB Team)
        1.2.10. QA/QC
            1.2.10.1. (By subsections determined by DB Team)

    1.3. Proposed Schedule for Acquisition of Additional Properties by GDOT
        1.3.1. (By subsections determined by DB Team)

    1.4. Utility Adjustments
        1.4.1. (by Utility Owner)

    1.5. Construction
        1.5.1. Mobilization

1.5.2. Roads
1.5.2.1. (By subsections determined by DB Team)
1.5.3. Drainage
1.5.3.1. (By subsections determined by DB Team)
1.5.4. Structures
1.5.4.1. (By subsections determined by DB Team)
1.5.4.1.1. Bridges
1.5.4.1.1.1. (By Bridge No.)
1.5.4.1.2. Retaining Walls
1.5.4.1.3. Noise Walls
1.5.5. Railroad
1.5.5.1. (By subsections determined by DB Team)
1.5.6. Landscaping
1.5.6.1. (By subsections determined by DB Team)
1.5.7. Traffic Related Elements
1.5.7.1. (By subsections determined by DB Team)
1.5.8. ITS
1.5.8.1. (By subsections determined by DB Team)
1.5.9. Traffic Control During Construction
1.5.9.1. (By subsections determined by DB Team)]
1.5.10. Buildings
1.5.10.1. (By subsections determined by DB Team)
1.5.10.1.1. (By Building)

1.6. Operations During Construction
1.6.1. Project Patrols and Inspections
1.6.2. Traffic Control and Incident Management
1.6.3. Policing
1.6.4. Power Costs

1.7. Maintenance During Construction
1.7.1. Roadway
1.7.2. Drainage
1.7.3. Structures
1.7.4. Pavement Marking, Object Markers, Barriers, Delineators
1.7.5. Guard Rail, Safety Barrier, Impact Attenuator
1.7.6. Signs
1.7.7. Traffic Signal Systems
1.7.8. Lighting
1.7.9. Fences and Noise Walls
1.7.10. Roadside Management
1.7.11. Tolling Infrastructure
1.7.12. Buildings
1.7.13. Snow and Ice Removal
1.7.14. Incident Response
1.7.15. Customer Response
1.7.16. Sweeping and Cleaning
1.7.17. Fleet & Equipment

EXHIBIT D

PRICE PROPOSAL AND PROPOSAL BOND SUBMITTAL REQUIREMENTS

Proposer shall submit the Price Proposal in accordance with this Exhibit D. The Price Proposal shall be separated and labeled appropriately and organized.

D.1 General Instructions

This Exhibit D describes the required information and submission format for the Price Proposal.

Proposer shall submit the information required by this Exhibit D in the format specified herein. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal. Each component of the Price Proposal shall be clearly titled and identified.

All Forms named herein are attached to the ITP. All blank spaces in the Proposal Forms must be filled in as appropriate. No substantive change shall be made in the Proposal Forms.

D.2 Format of Price Proposal

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as nominal dollars.

If there are any discrepancies between the hard copy and electronic copy of any non-sealed information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of the individual line amounts and totals, the individual line amounts will prevail.

If required due to Proposer being a Single Purpose Entity or Joint Venture, Financial Statements and Financial Capacity Information shall be submitted in a separate binder in accordance with Sections D.3.1 and D.3.2 below.

ALL OTHER REQUIREMENTS OF VOLUME 3 SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PACKAGE WITH A LABEL CONTAINING ONLY THE NAME OF THE PROPOSER AND "VOLUME 3 - PRICE PROPOSAL". NO OTHER PART OF THE PROPOSAL SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.

D.3 Contents of Price Proposal

D.3.1. Financial Statements (For Single Purpose Entities or Joint Ventures Only)

Subject to Section D.3.2(b) below, the Price Proposal shall include electronic financial statements to the extent available for Proposer, the Participating Members, Major Non-Participating Members (if any) and, if applicable, any joint venturers making up the Major Non-Participating Members, for all periods subsequent to those statements previously submitted to GDOT during the procurement process.

These subsequent statements must be audited by a certified public accountant in accordance with U.S. Generally Accepted Accounting Standards (GAAP), International Financial Reporting Standards (IFRS) or accompanied by a letter in the form specified in paragraph (f) below.

Financial statements shall be provided in U.S. Dollars where practicable, but financial statements in other currencies will be allowed if the conversion rates for each exhibit are clearly stated and can be confirmed. If audited financial statements are not available for an Participating Member or Major Non- Participating Member, the Proposal shall include unaudited financials for such member, certified as true, correct and complete by the chief financial officer or treasurer of the entity.

If audited financial statements are not available, the Proposal shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must include the following:

(a) Opinion Letter (Auditor's Report).

(b) Balance Sheet.

(c) Income Statement.

(d) Statement of Changes in Cash Flow.

(e) Notes to the financial statements.

(f) If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from the certified public accountant of the applicable entity, addressing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS, and the financial impact thereof. A restatement of the financial information in U.S. GAAP or IFRS is not required.

D.3.2. Other Financial Capacity Information (For Single Purpose Entities or Joint Ventures Only)

(a) **Newly Formed Entity** - If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Participating Members and Major Non-Participating Members (if any) and, if applicable, any joint ventures making up the Major Non-Participating Members, shall be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements – but shall nonetheless provide sufficient background information on such entity – i.e. organizational, legal, ownership structure, initial funding, purpose, etc.).

(b) **SEC Filings** - If any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such reports shall be provided through a copy of their annual report on Form 10-K.

Also, for all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K. If any of these reports have previously been submitted to GDOT during the procurement process, they are not required to be resubmitted.

(c) **Credit Ratings** - Credit ratings must be supplied for Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venturer making up the Major Non-Participating Members (if applicable) and each Guarantor, to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity. If the ratings have been submitted and not changed (and there has not been a change on the rating outlook either, i.e. positive, neutral or negative), there is no need to resubmit.

(d) **Material Changes in Financial Condition -** A letter from the chief financial officer ("CFO") or treasurer of Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venturer making up the Major Non-Participating Members (if applicable) and each Guarantor, in each case providing information on any material changes in financial condition of such entity and, if applicable, its direct or indirect parent entities, since submission of the SOQs and those that are pending. Additionally, Proposers shall be required to provide updated financial information following the Proposal Due Date as long as the dissemination of such information is permitted by law.

At the discretion of GDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the periods between submission of the SOQs and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The following list identifies certain items that GDOT would consider a material change in financial condition. **This list is intended to be indicative only.**

List of Indicative Material Changes:

- An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the

affected entity.

- A downward change in tangible net worth of 10% of shareholder equity.
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity.
- A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity.
- Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed loan stipulations, or additional credit support from shareholders or other third parties.
- The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity.
- Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the SOQs or may be pending for the next reporting period.

(e) **Letter of Parent Company Support -** Where a Participating Member or Major Non-Participating Member of a Proposer team is a subsidiary of another company, provide a letter from the parent company, signed by a parent company officer, confirming their intention to support the subsidiary's participation in the Project. This letter must clearly state that the parent company will provide the financial support and human resources needed by the subsidiary to successfully carry out the Project.

(f) **Off-Balance Sheet Liabilities** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities; and

(g) **Non-recourse financing -** A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying the amount of non-recourse financing on the balance sheet.

The information required under this Section D.3.2 shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Participating Member).

D.3.3. Proposal Bond – Form D

The Proposal shall include a properly executed Proposal Bond in the amount described in Section 4.6 of the ITP and in the form provided in Form D (Form of Proposal Bond).

D.3.4. DBE Certification and Program Description – Form I

The Proposal shall include an executed copy of Form I confirming, among other things, that Proposer will make a good faith effort to obtain DBE commitments equal to or exceeding the DBE participation goal in Section 1.8.

The Proposal shall also include a commitments list for the project as specified in Form I

D.3.5. Construction Contractors Bid Opportunity List – Form E

The Proposal shall include a completed Construction Contractors Bid Opportunity List detailing a listing of all firms participating or attempting to participate, on this Project.

D.3.6. DB Contract Sum Information

THE PRICE PROPOSAL SUBMISSION INCLUDING, WITHOUT LIMITATION, COMPLETED FORM F AND D)
The Proposal shall include the completed Section A and Section B of Form F with respect to the DB Schedule of Values and DB Contract Sum, as described in this Section and Form F itself.

D.4 Price Proposal Score Calculation

Proposer shall indicate its proposed DB Schedule of Values and DB Contract Sum on Form F. Such DB Contract Sum shall include all DB team costs and expenses.

Proposer's DB Contract Sum amount will be used to calculate Proposal's Price Proposal score under Section 5.2 of the ITP and Exhibit E, Section E.2.

D.5 Verification

Each Proposer shall satisfy itself as to the costs and tax consequences of entering into a DB Agreement. GDOT makes no representations or warranties, express or implied, and assumes no liability whatsoever, with respect to costs or the consequences of federal or state income tax treatment of Design-Build team under the DB Agreement.

EXHIBIT E

EVALUATION CRITERIA AND WEIGHTING

The maximum score for a Proposal will be 1000 points. This will be split as % Price Proposal and % Technical Proposal. Breakdowns and calculations for the Price and Technical Proposal scoring is described below.

E.1 Technical Proposal Evaluation Criteria (Maximum Points):

E.1.1. Technical Proposal Scoring Formula

GDOT will score the technical proposals using the following formula:

Technical Proposal Score= Σ Individual Section Technical Proposal Scores

Where:

Maximum Technical Proposal Score = 1000 (maximum total Proposal score) x %

E.1.2. Technical Proposal Evaluation Sections:

The following are the areas and maximums available points for each area that will be evaluated as part of the Technical Proposal Scoring.

Section	Maximum Score
Total Score	

E.1.2.1 Schedule Evaluation Criteria (Maximum 40 Points)

(a) Opening the weigh in motion system in an expedited manner is a goal of GDOT's for this project.

(b) The likelihood that the Proposer will meet or complete within all milestone dates in Exhibit 9 of the DB Agreement. The DB Team allocates resources needed to meet or exceed the Project requirements and sets forth an aggressive but ***realistic*** time frame for the required completion of all design and construction work. The schedule shall include all GDOT submittal review periods as required in the Technical Provisions.

(c) The proposed construction phasing plan minimizes the overall Design Build Phase time and meets or exceeds the Project requirements of the DB Agreement and thus ensures an aggressive but ***realistic*** time frame for the required completion of all design and construction work.

(d) The overall schedule contemplates the many critical milestone dates and components of the Work and provides an aggressive but ***realistic*** early opening to traffic.

(e) The Design-Build Team submitting the most aggressive, but ***realistic*** schedule will be awarded the maximum points. All other team's scores will be prorated between the highest scoring team and the Milestone Schedule Requirements set forth in Exhibit 9. Schedules submitted identifying a completion date past the requirements of Exhibit 9 will be awarded zero (0) points.

See Section C.1 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

E.1.2.2 Warranty Evaluation (Maximum 100 Points)

(a) Limiting the costs for repairs of the weigh in motion system is a goal of GDOT for this project.

(b) Design-Build Teams is required to provide a Warranty for all installed items for a minimum of five (5) years. Providing the minimum Warranty will result in a score of 50 points.

(c) Each additional Warranty year(s) after the first five (5) (up to ten (10) years total) will be awarded ten (10) additional points.

See Section C.2 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

E.1.2.3 Maintenance Evaluation (Maximum 100 Points)

(a) Proposer shall provide maintenance of the weigh in motion scale system for the duration of the proposed Warranty period (minimum of 5 years). This shall be extended to match the Warranty Period proposed by the Proposer.

(b) GDOT's ability to easily maintain the weigh in motion scales, software, and other installed equipment is a goal for the project. This will limit down time and costs associated when maintenance is required.

(c) The degree to which hardware and parts will be replaced with new equipment at the end of the provided Warranty and Maintenance Period which promotes lower long term costs to GDOT.

(d) The degree to which the Proposer develops a simplistic maintenance process. This may include but is not limited to training, ease of access to scales, time needed to perform maintenance, qualifications and training required to be authorized to maintain equipment.

(e) The degree to which the Proposer provides a detailed parts list of items that may need to be replaced as part of regular or anticipated maintenance of the mainline scale system and all associated components. The ease of availability to obtain replacement parts and costs associated with replacement parts. For this evaluation, parts that may be obtained from a variety of venders are preferential over parts that must be obtained from the original manufacturer.

See Section C.3 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

E.1.2.4 Integration Evaluation (Maximum 60 Points)

(a) The ability to easily access the weigh in motion data, creation of a pleasant end user interface, and integration with other GDOT, DPS, and MCCD software are goals for the project.

(b) The degree to which the Proposer demonstrates how their weigh in motion capture data can be easily transferred to other software; examples from other implementations or successful implementation of similar software is required.

(c) The degree to which the Proposer demonstrates that their software or data export can be easily integrated into other GDOT systems.

(d) The long term costs associated with software hosting and annual maintenance.

See Section C.4 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

E.2 Price Proposal (Maximum Points)

GDOT will score the DB Contract Sum in accordance with the following formula:

Price Proposal Score = (Price Proposal$_{\text{Lowest Price Proposal}}$ ÷ Price Proposal$_{\text{Respective Proposer's Price Proposal}}$)* Maximum Price Proposal Score

Where:

Maximum Price Proposal Score = one thousand (1000) (maximum total Proposal score) x %

E.3 Proposal Scoring (Maximum 1000 Points)

GDOT will combine the Technical Proposal and Price Proposal Scores using the following formula:

Proposal Score = Weighted Score$_{\text{Technical Proposal}}$ + Weighted Score$_{\text{Price Proposal}}$

EXHIBIT F

[DELIBERATELY OMITTED]

EXHIBIT G

LIST OF GDOT PROJECT TEAM

- HNTB Corporation
- ARCADIS

EXHIBIT H

LIST OF REFERENCE INFORMATION DOCUMENTS

RID or RFP List Title	Proposed RID Documents	*Date Issued*

RID or RFP List Title	Proposed RID Documents	*Date Issued*

RID or RFP List Title	Proposed RID Documents	*Date Issued*

FORM A

Proposal Letter

PROPOSER: _____

Proposal Date: _____, 201_

Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

The undersigned (**"Proposer"**) submits this proposal (this **"Proposal"**) in response to that certain Request for Proposals (the "**RFP**") issued by the Georgia Department of Transportation (**"GDOT"**), an agency of the State of Georgia, dated , as amended, to develop the Insert Project Name Project (the "**Project**"), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

In consideration for GDOT supplying us, at our request, with the RFP and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] ***[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in the words "jointly and severally," otherwise delete]***:

a) to keep this Proposal open for acceptance for a period of Insert Number of Days for Award days without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of GDOT, in GDOT's sole discretion; and

b) to provide security (including bonds and insurance) for the due performance of the Design Build Agreement (the **"DB Agreement"**) as stipulated therein.

If selected by GDOT, Proposer agrees to: (a) enter into the DB Agreement and satisfy all other conditions to award of the DB Agreement as set forth in Section 6 of the Instructions to Proposers (**"ITP"**) included in the RFP; and (b) perform its obligations as set forth in the DB Agreement, including compliance with all commitments contained in this Proposal.

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

- Executive Summary;
- Administrative Information Submittals;
- Technical Proposal; and
- Price Proposal

Proposer acknowledges receipt, understanding and full consideration of the following:

- ***[list any addenda to the RFP]***

Proposer certifies the following: the Proposal is submitted without reservation, qualification, assumptions or conditions; Proposer has carefully examined and is fully familiar with all of the RFP documents and is satisfied that the RFP documents provide sufficient detail regarding the intended "Design-Build Team's" obligations and do not contain internal inconsistencies; Proposer has carefully checked all the words, figures and statements in the Proposal; Proposer has conducted such other field investigations and additional design development as is prudent and reasonable in preparing this Proposal; Proposer has requested clarification or interpretation with respect to any perceived deficiency in or omission from the RFP documents or other documents provided by GDOT; and Proposer has notified GDOT of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to GDOT by Proposer are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that GDOT is not bound to award the DB Agreement to the Proposer submitting the Proposal with the lowest proposed bid, the highest scoring Proposal, or any Proposal GDOT may receive.

Except for any payment for Work Product paid to Proposer in accordance with the ITP and the separate Contractual Services Certification, Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer.

Proposer agrees that GDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal.

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____
Attorney in Fact

ADDITIONAL REQUIREMENTS FOR SINGLE PURPOSE ENTITIES AND JOINT VENTURES ONLY:

A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.

B. Describe in detail the legal and organizational structures of the entity making the Proposal.

1. Provide a table or tables showing the legal and organizational structure of the anticipated Design-Build Team and any Major Non-Participating Members entity. This table shall describe the role of all Participating Members, Major Non-Participating Members, and Contractors.

2. If the Proposer (or any member, partner or joint venturer of the Proposer) is a corporation or includes a corporation as a joint venturer, partner or member, provide articles of incorporation and bylaws for the Proposer and each corporation certified by an appropriate individual.

3. If the Proposer (or any member, partner or joint venturer of the Proposer) is a partnership or includes a partnership as a joint venturer, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each general partner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.

4. If the Proposer (or any member, partner or joint venturer of the Proposer) is a joint venture or includes a joint venture as a joint venturer, partner or member, attach the full names and addresses of all joint venturers and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each joint venturer (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.

5. If the Proposer (or any member, partner or joint venturer of the Proposer) is a limited liability company or includes a limited liability company as a joint venturer, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a

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

D. The Proposer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to GDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venturers, partners or members, as applicable, no joint venturer, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers shall submit the applicable agreement to GDOT and identify on a cover page where in the agreement the provision can be found.

FORM B

Non-Collusion Affidavit*

STATE OF _____)
)SS:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against GDOT or anyone interested in the proposed DB Agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the DB Agreement or rejection of all Proposals and cancellation of the Request for Proposals.

* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

[*signature page follows*]

_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)

Subscribed and sworn to before me this ___ day of _____, 201_.

_____
Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, joint venture members, Participating Members and Major Non-Participating Members.]

FORM C

Conflict of Interest Disclosure Statement

Proposer's Name: _____ ("Proposer")

Proposer's attention is directed to Section 1.6.3 of the ITP regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer's team for the Insert Project Name Project (the "**Project**") because of their work with GDOT in connection with the Project procurement.*

* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Participating Members, Major Non-Participating Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

For any facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Participating Members, Major Non-Participating Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP, the Proposer shall disclose (a) any current contractual relationships with GDOT, (b) any past, present, or planned contractual or employment relationships with any officer or employee of GDOT, and (c) any other circumstances that might be considered to create a financial interest in the contract by any GDOT member, officer or employee, officer or employee if Proposer is awarded the DB Agreement. Proposer shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Proposer shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

_____

_____

_____

_____

_____

_____

_____

_____

_____

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

_____
Signature

_____
Name

_____
Title

_____
Company Name

_____, 201_
Date

FORM D

Form of Proposal Bond

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Georgia, are hereby jointly and severally held and firmly bound unto the Georgia Department of Transportation ("GDOT"), in the sum of **XXXXXXXXX United States Dollars (US $XXX,XXX,XXX)** (the "Bonded Sum"), the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design and build the Insert Project Name Project (the "**Project**"), which Proposal is incorporated herein by this reference and has been submitted pursuant to GDOT's Request for Proposals dated as (as amended or supplemented, the "RFP");

NOW, THEREFORE, the condition of this bond is such that, upon occurrence of any of the events set forth below in subsections (a)-(c), then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to GDOT as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from GDOT:

(a) Principal's receipt of written notice from GDOT that either (i) GDOT will not award the DB Agreement for the Project pursuant to the RFP, or (ii) GDOT has awarded the DB Agreement for the Project, has received the executed DB Agreement and other required documents and does not intend to award the DB Agreement to the Principal;

(b) Principal's performance of all of its obligations under the RFP in connection with award of the DB Agreement; or

(c) Failure of GDOT to award the DB Agreement to the Principal within Insert Bid Award Delay in Calendar Days( ) days after the Proposal Due Date.

If the Principal shall (i) fail to promptly and properly fully satisfy on a timely basis the conditions for release set forth in (b) above (including, without limitation, any failure to comply on a timely basis with the terms of Section 5.6 of the Instructions to Proposers within the RFP (the "ITP")) or (i) withdraw its Proposal in a manner that is not permitted by the ITP, the Principal and the Surety or Co-Sureties hereby agree to pay to GDOT the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within ten (10) days after such failure.

In accordance with Section 5.6 of the ITP, GDOT shall return this bond to the Principal following GDOT's receipt from Principal of conforming Payment and Performance Bonds.

The following terms and conditions shall apply with respect to this bond:

1. If suit is brought on this bond by GDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by GDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

2. Any extension(s) of the time for award of the DB Agreement that Principal may be granted in accordance with the ITP or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

3. The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligee to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be (a) a natural person or (b) a corporation qualified to act as an agent for service of process under Georgia law. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

_____

_____

_____
[name and address]

and the initial agent for service of process shall be:

_____

_____

_____
[name and address]

SIGNED and SEALED this _____ day of _____, 20__

_____
Principal

By: _____

_____
Co-Surety

By: _____
Attorney in Fact

By: _____

_____
Co-Surety

By: _____
Attorney in Fact

By: _____

_____
Co-Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME	SURETY ADDRESS	INCORPORATED IN

FORM E

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATIONFORM EEOP

CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST

PREQUALIFICATION OFFICE
Revised 05/16/11

Please complete and mail or FAX to:
Construction Bidding Administration
600 West Peachtree Street, NW
Suite 1113
Atlanta, Georgia 30308
TELEPHONE: (404) 631-1147
FAX: (404) 631-1275

This information shall be submitted in accordance with ITP Section 1.8

Prime Contractor/Consultant: _____
Address/Telephone Number: _____
Bid/Proposal Number: _____
Quote Submitted MM/YY: _____

49 CRF Part 26.11 requires the Georgia Department of Transportation to develop and maintain a "bid opportunity list". The list is intended to be a listing of all firms participating or attempting to participate, on DOT assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3, and 4 and must provide information they have available on Numbers 5, 5.A., 6, 7, 8 and 9 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

_____

5. Contact _____
5.A. Company E mail address _____

6. ☐ DBE
☐ Non-DBE
7. ☐ Subcontractor
8. ☐ Subconsultant
9. ☐ Supplier

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

_____

5. Contact _____
5.A. Company E mail address _____

6. ☐ DBE
☐ Non-DBE
7. ☐ Subcontractor
8. ☐ Subconsultant
9. ☐ Supplier

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

_____

5. Contact _____
5.A. Company E mail address _____

6. ☐ DBE
☐ Non-DBE
7. ☐ Subcontractor
8. ☐ Subconsultant
9. ☐ Supplier

FORM F

Design-Build Price Proposal

Proposer Name: _____

Proposer shall complete the required fields of Section A and Section B below. The Activities listed in Section A below are intended to be example or potential Activities. Actual activities anticipated to be used should be entered into the Schedule of Values below.

See Exhibit D, Section D.5 for additional explanation and requirements.

A. Design-Build Schedule of Values

Activity Description	Unit	Quantity	Unit Price	Total Price
TRAINING HOURS	HR		$	$
DESIGN COMPLETE	N/A	N/A	N/A	N/A
• Bonds	LS	1	$	$
• Concept	LS	1	$	$
• Survey	LS	1	$	$
• Preliminary	LS	1	$	$
• Utility Coordination	LS	1	$	$
• Roadway and Drainage	LS	1	$	$
• Wall	LS	1	$	$
• Traffic Signals	LS	1	$	$
• ITS	LS	1	$	$
• Right of Way	LS	1	$	$
• Erosion Control	LS	1	$	$
• Environmental Coordination	LS	1	$	$
• Subsurface Utility Engineering	LS	1	$	$
• Geotechnical	LS	1	$	$
• Lighting	LS	1	$	$
• Design Management	LS	1	$	$
			Design Complete	$
CONSTRUCTION COMPLETE	N/A	N/A	N/A	N/A
• Mobilization	LS	1	$	$
• Bonds	LS	1	$	$
• Field Office	LS	1	$	$
• Traffic Control	LS	1	$	$
• Workzone Law Enforcement	HR	1	$	$
• Erosion Control	LS	1	$	$
• Grading	LS	1	$	$
• Base and Paving	LS	1	$	$
• Guardrail/Fencing	LS	1	$	$
• Barrier Wall	LS	1	$	$
• Box Culverts	LS	1	$	$
• Bridges	LS	1	$	$

• Retaining Walls	LS	1	$	$
• Sound Barrier Walls	LS	1	$	$
• Striping	LS	1	$	$
• Lighting	LS	1	$	$
• ITS	LS	1	$	$
• Utility Relocations	LS	1	$	$
			Construction Complete	$
			Sum of Schedule of Values	$

B. Design-Build Contract Sum

Training Hours: _____

Design Complete: _____

Construction Complete: _____

In Section B above, the Proposer shall provide a fee for Training Hours, Design Complete, and Construction Complete. Should there be a discrepancy between the items in Section A and Section B, Section B will hold precedence. DB Contract Sum total value shall equal the Sum of Training Hours, Design Complete, and Construction Complete.

Date: _____

Signature: _____

Design-Build team: _____

Vender No. : _____

FORM G

Form of Participating Members, Major Non-Participating Member, Contractors and Key Personnel Commitment

Proposer's Name: _____ (the "Proposer")

Proposer hereby commits that, if awarded the Insert Project Name Project (the "**Project**"), the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available to fulfill their Project-related responsibilities.

Participating Member: _____

Participating Member: _____

Participating Member: _____

Lead Contractor: _____

- **Project Manager**: _____
- **Superintendent**: _____

Lead Engineering Firm: _____

- **Lead Design Engineer**: _____

Key Personnel: _____

_____

_____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM H

Equal Employment Opportunity Certification

[To be executed by the Proposer, Participating Members, Major Non-Participating Members and proposed Contractors]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Participating Members, Major Non-Participating Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such

other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FORM I

DBE Certification

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following overall statewide goal for participation by DBEs is established for professional services and construction work:

DBE

% of the overall Project design and construction costs, with respect to the race conscious participation by the Design-Build Team.

DBE Certification

By signing below, the Proposer certifies that (1) Design-Build Team will provide a good faith effort to meet the goal; and (2) Design-Build Team will direct its efforts toward the utilization of DBE firms in both design and construction components of the Project, (3) DB Team will submit a DBE Commitments List meeting the requirements set forth in Attachment 6 to Exhibit 8 to the DB Agreement, (4) DB Team will submit monthly and annual summary reports of the DBE goal attainment on the Project, identifying the components of the Project on which DBE firms are/have been utilized See page 2 of this form for Commitments List requirements.

Failure to submit the DBE Commitments List will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of GDOT and the Proposer will be precluded from participating in any reprocurement of the DB Agreement for the Project.

_____
[name]

_____
[title]

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the certified DBE firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vender Number	Company Name and Address (City and State)	Type of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				$80,000.0 0 (60%= $48,000.00)

* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

PLEASE NOTE: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer’ in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

FORM J

Buy America Certification

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following:

a. Proposer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the DB Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the design-build contract price.

b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this certification be investigated, Proposer has the burden of proof to establish that it is in compliance.

c. At Proposer's request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements from FHWA if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by GDOT.

Date: _____

Signature:_____

Title:_____

Proposer's Name: _____

FORM K

Use of Contract Funds for Lobbying Certification

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

1. The Proposer certifies, to the best of its knowledge and belief, that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   b. If any funds (other than federal appropriated funds) received by Proposer under the RFP or DB Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed DB Agreement or any or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM L

Debarment and Suspension Certification

The undersigned Proposer certifies on behalf of itself, and all Participating Members, Major Non-Participating Members and Contractors identified by such Proposer as of the date hereof, as follows:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM M

RESERVED

FORM N

Grant and Assumption of Non-Exclusive Irrevocable License and Right to Use Work Product

THIS GRANT AND ASSUMPTION OF NON-EXCLUSIVE IRREVOCABLE LICENSE AND RIGHT TO USE WORK PRODUCT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 20__ by and between the Georgia Department of Transportation, an agency of the State of Georgia ("GDOT"), and [_____] ("Proposer").*

* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

WITNESSETH

WHEREAS, Proposer was invited to submit a detailed proposal in response to the RFP for the [Insert Project Name] Project (the "**Project**"); and

WHEREAS, in connection with the submittal of such detailed proposal, Proposer provided GDOT with proprietary information, trade secrets, techniques, concepts, analyses, approaches, ideas or other intellectual property or Work Product (which work product may have included, without limitation, ATCs) (collectively, the "Work Product"); and

[Parties to indicate the applicability of Recital Form y by initialing where indicated]:

(Recital Form y)

_____ _____
(initial) *(initial)*

WHEREAS, GDOT has made, or will shortly make, its selection of the apparent Successful Proposer in accordance with Section 5 of ITP, and desires to make payment for the non-exclusive, irrevocable right to use Proposer's Work Product as of the date of selection of the apparent Successful Proposal; and

WHEREAS, Proposer has elected to receive the GDOT Stipulated Fee in the amount of Insert Stipulated Fee Amount, hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:

1. GDOT's Rights to and in Proposer's Work Product. Subject to Section 2 below, Proposer hereby conveys to GDOT a non-exclusive, irrevocable license and right to use Proposer's Work Product hereto, which conveyance includes, without restriction or limitation, the right of GDOT to use (or permit others to so use on its behalf) such Work Product (including, without limitation, in connection with any DB Agreement awarded for the Project, any subsequent procurement with respect to the Project or any other GDOT project), with no obligation to pay additional compensation to Proposer in connection with such Work Product. Such use may, at GDOT's sole and exclusive discretion, include the disclosure of such Work

Product (including ATCs) to the apparent Successful Proposer, if applicable. In receiving such non-exclusive, irrevocable license and right to use Proposer's Work Product, GDOT is deemed to similarly be entitled to a non-exclusive, irrevocable license and right to use all Work Product rights, copyrights, patents, trade secrets, trademarks, and service marks in Proposer's Work Product, and Proposer agrees that it will, at the request of GDOT, execute all papers and perform all other acts that may be necessary to ensure that GDOT's rights, title and interest in Proposer's Work Product are protected. The rights conferred herein to GDOT include, without limitation, GDOT's ability to use Proposer's Work Product without the obligation to notify or seek permission from Proposer.

2. Condition to Effectiveness. The rights and obligations of GDOT and Proposer under this Agreement, shall irrevocably vest upon the date that the Work Product Payment is made by GDOT to Proposer.

3. Indemnity. Subject to the limitation contained below in this Section 3, Proposer will, at its own expense, indemnify, protect and hold harmless GDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party arising in whole or in part from: (a) any intellectual property infringement claim or other challenge to the rights of GDOT or its assignees to use the Work Product or (b) any breach of any of Proposer's obligations under this Agreement. This indemnity will not apply with respect to any Claims caused by or resulting from the sole negligence or willful misconduct of GDOT, or its agents, directors, officers, employees, representatives or contractors.

GDOT recognizes that the Work Product licensed pursuant to this Agreement is preliminary in nature and that any third party making subsequent use of such Work Product likely will need to modify, developed and advance such Work Product. The indemnity provided in Section 3(a) above shall not extend to any such third party modification, development or advancement, but shall rather be limited to the rights in the Work Product granted hereunder.

4. Assignment. Proposer will not assign this Agreement without GDOT's prior written consent, which consent may be given or withheld in GDOT's sole discretion. Any assignment of this Agreement without such consent will be null and void.

5. Authority to Enter into this Agreement. By executing this Agreement, Proposer specifically represents and warrants that it has the authority to convey to GDOT a non-exclusive, irrevocable license and right to use Proposer's Work Product, including, but not limited to, any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Proposer's Work Product, free and clear of all liens, claims and encumbrances.

6. Miscellaneous.

6.1. Proposer and GDOT agree that Proposer, its team members, and their respective employees are not agents of GDOT as a result of this Agreement.

6.2. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6.3. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Georgia, validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

6.4. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner

By:
Name:
Title:

Treasurer

By:_____
Name:_____
Title:_____

[Insert Proposer's Name]

By:_____
Name:_____
Title:_____

FORM O

Reserved

FORM P

ATC Checklist

The DB Team shall check mark in the appropriate box for each item. Any box left incomplete will cause a resubmittal of the ATC. If "Change Required" box is checked the DB Team shall provide a description of the change or deviation from the NEPA Approval, Technical Provisions (Volume 2, Volume 3 and their respective attachments), Technical Documents (Volume 3 Manuals), and the DBA Volume 1 requirements.

[See following pages]

NEPA Study Impacts				
No.	**Area**	**No Change Required**	**Change Required**	**If change required, provide a brief description of the proposed change.**
1	Purpose and Need			
2	Project Termini			
3	Property Acquisition			
4	Historic and Archeological			
5	Parklands and Other 4 (f) Resources			
6	Air Quality			
7	Noise			
8	Hazardous Materials			
9	Water Resources/Water Quality			
10	Indirect and Cumulative Impacts			
11	Change in Selection of Preferred Alternative			
12	Environmentally Sensitive Areas			
13	Environmental Justice			
14	Operations			
15	Visual-Aesthetics			
16	Permits			
17	Environmental Commitments (Green sheet)			
DB Contract – Volumes 2 and/or 3		**No Change Required**	**Change Required**	**If change required, provide a brief description of the proposed change.**
1	Section 1- General			
2	Section 2- Project Management			
3	Section 3- Public Information and Communications			
4	Section 4- Environmental			
5	Section 6- Utilities			
6	Section 7- Right of Way			

7	Section 8- Geotechnical			
8	Section 9- Surveying and Mapping			
9	Section 10- Grading			
10	Section 11- Roadway			
11	Section 12- Drainage			
12	Section 13- Structures			
13	Section 14- Rail			
14	Section 15- Landscape and Hardscape Enhancements			
15	Section 16- Signing, Pavement Marking, Signalization			
16	Section 17- ITS			
17	Section 18- Traffic Control			
18	Section 19- Maintenance			
19	Section 20- Bicycle and Pedestrian Facilities			
20	Section 21- Tolling			
21	Section 22- Operations			
22	Section 23-Submittals			
23	Any related Attachments			
Design Exceptions and Variances		**No**	**Yes**	**Description of each Design Exception or Variance**
1	Does the ATC require any Design Exceptions?			
2	Does the ATC require any Design Variances?			
Volume 3 Manuals (list any Manuals which require changes including section number)		**No Change Required**	**Change Required**	**If change required, provide a brief description of the proposed change.**

FORM Q

RESERVED

FORM R

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name:

Design-Build Agreement for the [Insert Project Name] Project (the "**Project**")

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,[1] in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

_____ EEV/E-Verify™ User Identification Number	_____ Date of Authorization
_____ BY: Authorized Officer or Agent (Name of Person or Entity)	_____ Date
_____ Title of Authorized Officer or Agent	_____ Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 201__

_____
Notary Public

[NOTARY SEAL]

My Commission Expires: _____

[1] or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify Information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

List of states that verify immigration status prior to issuance of a driver's license or I.D. card and only issue to persons lawfully present in the United States, as required by O.C.G.A Section 13-10-91(b)(5).

Compliant
Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Tennessee
Texas
Vermont
Virginia
West Virginia
Wisconsin
Wyoming

Non-Compliant
Alaska
Idaho
Illinois
New Jersey
New Mexico

New York
Rhode Island
Utah
Washington

Compliance Verification Pending
Maryland
Massachusetts

FORM S

Opinion of Counsel

[Letterhead of independent law firm or in-house counsel – See Section 6.2.1 of the ITP for legal counsel requirements- If applicable]

Mr. Matthew Cline
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

Re: Design-Build Agreement for the [Insert Project Name] Project (the "**Project**")

Dear Mr. Cline**,**

This letter is provided with regard to the Design-Build Agreement dated as of _____, 201X (the "DB Agreement"), by and between the Georgia Department of Transportation (**"GDOT"**), an agency of the State of Georgia, and _____ (the "Design-Build Team") for the [Insert Project Name] Project (the "**Project**").

[Describe relationship to Design-Build Team and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize execution of the DB Agreement.]

[This letter is provided to you pursuant to Section 6.2.1 of the Instructions to Proposers of that certain Request for Proposals issued by GDOT on [_____], 201X, as amended.]

In giving this opinion, we have examined _____. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. *[if a certificate is used/obtained from Design-Build Team, such certificate shall also run in favor of GDOT, and shall be attached to the opinion]*

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding organization/formation and existence of Design-Build Team and that Design-Build Team has corporate power to own its properties and assets, carry on its business, enter into the DB Agreement and to perform its obligations under the DB Agreement] *[if Design-Build Team is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]*

2. [opinion regarding good standing and qualification to do business in the state of Georgia for Design-Build Team] [*if Design-Build Team is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners*]

3. [opinion that the DB Agreement have been duly authorized by all necessary corporate action on the part of Design-Build Team and the DB Agreement have been duly executed and delivered by Design-Build Team] *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners" after the first and second "Design-Build Team"]*

4. [opinion that the DB Agreement constitute a legal, valid and binding obligation of Design-Build Team enforceable against Design-Build Team in accordance with its terms] *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners" after the second "Design-Build Team"]*

5. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the DB Agreement; and that the DB Agreement do not conflict with any agreements to which Design-Build Team is a party *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners are a party"]* or with any orders, judgments or decrees by which Design-Build Team is bound *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners are bound"]*

6. [opinion that execution, delivery and performance of all obligations by Design-Build Team under the DB Agreement do not conflict with, and are authorized by, the articles of incorporation and bylaws of Design-Build Team *[if Design-Build Team is a partnership, replace "articles of incorporation and bylaws" with "partnership agreement and (if applicable) certificate of limited partnership"; if Design-Build Team is a joint venture, replace "articles of incorporation and bylaws" with "joint venture agreement"; if Design-Build Team is a limited liability company, replace "articles of incorporation and bylaws" with "operating agreement and certificate of formation"]*

7. [opinion that execution and delivery by Design-Build Team of the DB Agreement do not, and Design-Build Team's performance of its obligations under the DB Agreement will not, violate any current statute, rule or regulation applicable to Design-Build Team or to transactions of the type contemplated by the DB Agreement]

8. [opinion that the Design-Build Team Agreements (as applicable) have been duly authorized by all necessary corporate action on the part of Design-Build Team and such agreements have been duly executed and delivered by Design-Build Team] *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners" after the first and second "Design-Build Team"]*

9. [opinion that the Design-Build Team Agreements constitute legal, valid and binding obligations of Design-Build Team enforceable against Design-Build Team in accordance with their terms] *[if Design-Build Team is a partnership/joint venture, add: "and its joint venture members/general partners" after the second "Design-Build Team"]*

FORM T

Drug Free Workplace

STATE OF _____)
)SS:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

_____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

> (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
>
> (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:
>
> "As part of the subcontracting agreement with (Contractor's name)_____,_____ (Subcontractor's name)_____ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance

[*signature page follows*]

_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)

Subscribed and sworn to before me this ___ day of _____, 2015.

_____
Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, joint venture members, Participating Members and Major Non-Participating Members.]