



**REQUEST FOR PROPOSALS
For The Bridge Improvement Project Design,
Build, Finance, and Maintain Project**

**Missouri Highways and Transportation
Commission**

October 26, 2007, Rev. 3.2
Project Number J5B0800
Missouri Department of Transportation
1320 Creek Trail Drive, Dock Area
Jefferson City, MO 65109



CONTENTS of RFP

ITP	Instructions to Proposers
Book 1	Design-Build Contract
Book 2	Performance Requirements
Book 3	Applicable Standards
Book 4	Contract Drawings, Data and Reports
Book 5	Informational Documents

DOCUMENT HISTORY

Version	Issued	Comments
0	12-13-06	
1	04-06-07	See Strike Highlight Version for Changes
1.1	05-11-07	See Strike Highlight Version for Changes
2.0	06-15-07	See Strike Highlight Version for Changes
2.1	08-10-07	See Strike Highlight Version for Changes
3.0	09-17-07	See Strike Highlight Version for Changes
3.1	10-18-07	See Strike Highlight Version for Changes



**REQUEST FOR PROPOSALS
For The Bridge Improvement Project Design,
Build, Finance, and Maintain Project**

INSTRUCTIONS TO PROPOSERS

Project Number J5B0800
Missouri Department of Transportation
1320 Creek Trail Drive, Dock Area
Jefferson City, MO 65109





TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	Procurement Objectives	2
1.2	Project Goals	3
1.3	Preliminary Draft RFP and Industry Review	3
1.4	RFP and Technical Concepts Proposal.....	4
1.5	Initial Technical Proposal	4
1.6	Final Technical Proposal and Price Allocation	4
2	RFP PROCESS	5
2.1	RFP and Technical Concepts Proposal.....	5
2.2	Initial Technical Proposal	6
2.3	Final Technical Proposal and Price Allocation	6
2.4	Contract Award.....	6
2.5	Procurement Schedule	6
3	PROPOSAL CONTENTS AND EVALUATION PROCESS	8
3.1	Organization of Proposal.....	8
3.2	Evaluation Process.....	9
3.3	Contents and Evaluation of Part 1 – General Information	9
3.3.1	Major Participants.....	9
3.3.2	Key Personnel	9
3.4	Contents and Evaluation of Part 2 – Financial Plan	10
3.5	Contents and Evaluation of Part 3 – DBE Performance Plan and Workforce Utilization.....	11
3.6	Contents and Evaluation of Part 4 – Additional Applicable Standards.....	12
3.7	Contents and Evaluation of Part 5 – Technical Elements (30 Points)	12
3.7.1	Completion Commitment	13
3.7.2	Treatment Strategies (15 Points).....	13
3.7.3	Maintenance of Traffic (10 Points).....	13
3.7.4	Public Information (5 Points)	16
3.8	Contents and Evaluation of Part 6 – Administrative Elements	18
3.9	Contents and Evaluation of Part 7 – Price Allocation (70 Points).....	19
3.10	Best Value Determination.....	20
4	SUBMITTAL REQUIREMENTS	20
4.1	Format 20	
4.2	Due Date and Quantities	20
4.3	Technical Concepts Proposal.....	21
4.4	Initial Technical Proposal	21
4.5	Final Technical Proposal	21
4.6	Price Allocation.....	21
5	GENERAL INFORMATION	21
5.1	Stipend	21
5.2	Communications.....	22
5.3	Addenda	23
5.4	Confidentiality	23
5.5	Organizational Conflicts of Interest.....	23
5.6	Equal Employment Opportunity.....	23
5.7	Disadvantaged Business Enterprises.....	23
5.8	Major Participant.....	24



5.9	Key Personnel	24
5.10	Private Activity Bonds.....	25
6	LEGAL REQUIREMENTS	25
6.1	Discussions with Proposers.....	25
6.2	Ownership of Proposals	25
6.3	Legal Effect of Stipend	25
6.4	Additional Applicable Standards.....	26
6.5	FHWA Design Exceptions	26
6.6	Proposal Security	26
6.7	Withdrawal of Proposal After Proposal Due Date.....	28
6.8	Responsive Proposal.....	28
6.9	Missouri Open Records (Sunshine) Law	28
6.10	Changes in Proposer’s Organization.....	28
6.11	Project Rights and Disclaimers.....	29
6.12	Escrowed Proposal Documents	30
6.12.1	Format of Escrowed Proposal Documents	30
6.12.2	Review of Escrowed Proposal Documents.....	30
6.12.3	Return of Escrowed Proposal Documents.....	30
6.12.4	The Commission’s Acknowledgment.....	3130
7	PROTEST PROCEDURES	31
7.1	Protests Regarding Request for Proposal Documents.....	31
7.2	Protests Regarding Responsiveness, Best Value Evaluation or Award.....	32
8	CONTRACT EXECUTION	33
8.1	Required Items	33
8.2	Financial Close	35
8.3	Market Interest Rate Adjustment.....	36

FORMS

- A Major Participant Information
- B Key Personnel Summary
- C Additional Applicable Standards
- D Design Exceptions
- E Treatment Strategy
- F Commitments to Minimum Notifications
- G Proposal Letter
- H Non-Collusion Affidavit
- I Buy America Certification
- J Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- K Use of Contract Funds for Lobbying
- L Equal Employment Opportunity
- M Escrow Affidavit
- N Receipt of addenda
- O Price Allocation Form
- P Proposal Security
- Q Opinion of Counsel

**The Bridge Improvement Project
Missouri Department of Transportation
Request for Proposals
Instructions to Proposers – Design, Build, Finance and Maintain Contract
October 26, 2007, Rev. 3.2**



- R Exposure Days
- S Closure Days
- T MOT High ADT
- U Commission Opinion of Counsel



1 INTRODUCTION

The Commission is embarking on an innovative approach to addressing bridge needs. The Safe and Sound Bridge Improvement Project (BIP) is a large-scale system improvement, with a minimum of 25 years of maintenance, along with private financing. In order to keep costs under control, the Commission expects and encourages route closures for most of these bridges and innovative methods to keep the duration of closure to a minimum. The contract team is challenged with obtaining maximum public acceptance of this Project, delivering quality projects on a large scale in a short time and maintaining them for an extended period.

The improvements include actions to reconstruct or rehabilitate over 800 bridges in poor or serious condition located on major and minor highways throughout the state and subsequently maintain those bridges for a minimum period of 25 years. The Commission believes that innovative design and construction methods or approaches identified through the private sector will further reduce costs for the Project. These methods or approaches could include, but are not limited to, elimination of bridges entirely, replacement or rehabilitation with non-traditional bridge types, innovation in the types of structures, standardization of structures. The Commission will require the successful Proposer to provide a delayed payment plan that minimizes the Commission's expenditures during the Initial Construction Period.

The Contract will consist of two periods, Initial Construction Period and Maintenance Period. The Initial Construction Period shall be completed on or before December 31, 2012. During the Maintenance Period, the Contractor will have prescribed timelines to perform work on the Project Bridges that fall below the condition "6" rating. All Project Bridges shall be at a Condition Rating of at least condition "6" at the conclusion of the Maintenance Period.

The Commission will use a two-phase procurement process to select a design-build-finance-maintain Contractor to deliver the Bridge Improvement Project. This RFP is issued as the second phase of the procurement process. Each short listed Submitter that submits a Proposal in response to the RFP is referred to herein as a Proposer. The Commission will award a Contract for the Project to the Proposer offering the best value, to be determined as described in this RFP. Proposals will be considered from those Proposers that receive written notification from the Commission that they are short listed under The Commission's Request for Qualifications issued October 4, 2006.

This RFP includes the following documents (RFP Documents):

- a) Instructions to Proposers (ITP);
- b) Book 1 – Design, Build, Finance and Maintain Contract;
- c) Book 2 – Performance Requirements;
- d) Book 3 – Applicable Standards;
- e) Book 4 – Contract Drawings, Data, and Reports; and



- f) Book 5 – Informational Documents.

The Contract Documents include Books 1 through 4, the ITP, and the Proposal Documents to the extent set forth in Book 1, Section 1.3.

1.1 Procurement Objectives

The Commission is committed to working with the highway design and construction industry to deliver the *Bridge Improvement Project* successfully by developing a DBFM procurement process that allows Proposers the maximum flexibility to achieve or exceed the Project goals. The successful Proposer for the *Bridge Improvement Project* will fully understand the Project goals and the design-build-finance-maintain procurement process to deliver a Proposal that provides the Commission and the citizens of Missouri outstanding transportation solutions within the available budget. The procurement process will begin with a very flexible RFP and will rely upon the Proposers and a multi-phased discussion process to develop the majority of technical requirements (Additional Applicable Standards) and innovative solutions including the schedule, approach to managing traffic, approach to public information, approach to DBE, financing model and Bridge Maintenance Plan. The general phases of the procurement process are:

- a) Industry Review – The Commission intends to discuss with the industries the big picture items including the procurement process, schedule for the procurement process, process to define Additional Applicable Standards and the Proposal evaluation process as well as the aspects of financing and maintenance. The Commission encourages the Proposers to comment as to whether or not the Book 2 Performance Specifications provide the Proposers with adequate detail.
- b) Technical Concepts Proposal Discussions – The Commission will hold a series of one-on-one confidential meetings with each Proposer where the Proposer may present Initial and Final Technical Proposal concepts, Additional Applicable Standards and Design Exceptions, if any, to the Commission and FHWA. The parties will conduct discussions regarding whether the Proposer’s technical concepts proposal is consistent with the desires of the Commission and the Additional Applicable Standards and Design Exceptions, if any, are acceptable.
- c) Initial Technical Proposal Discussions – The Commission intends to negotiate with each Proposer the details of their Initial Technical Proposal including the proposed innovative solutions and the Additional Applicable Standards (which standards are acceptable, conditions that need to be addressed in order to make the standards acceptable or which standards are unacceptable). The Commission intends for the Initial and Final Technical Proposals to achieve or exceed the Project goals to the greatest extent possible.
- d) Final Technical Proposal/Price Allocation Discussions – The Commission intends to negotiate with the apparent successful Proposer final contractual details including the use of unsuccessful Proposers’ solutions, if any, clean-



up of any contractual issues and ensuring the enforceability of the Additional Applicable Standards.

The Commission encourages confidential discussions with the Proposers throughout the procurement process.

1.2 Project Goals

The Commission has developed the following prioritized goals for the Project. The goals describe the minimum outcomes that the Commission desires for the Project.

- a) Deliver the Bridge Improvement Project for the least possible cost.
- b) Restore all Project Bridges to at least Condition 6 on or before December 31, 2012.
- c) Minimize the duration of public inconvenience during construction and maintenance.
- d) Maximize community and stakeholder acceptance.
- e) Maintain Project Bridges for a minimum period of 25 years after they are upgraded, then return Project Bridges to the Commission in Condition 6.

1.3 Preliminary Draft RFP and Industry Review

The Commission will release a preliminary draft RFP to the industry for their review. The Commission will hold a joint meeting with the industry to improve the industry understanding of the Project goals and RFP and to improve the RFP based upon industry questions and comments. The Commission's small core Project team plans on attending the industry review meeting. Items the Commission desires to discuss during industry review are:

- a) Does the procurement process, as described in the ITP, maximize the opportunities to meet or exceed the Project goals? Does the industry have suggestions on how the process could be improved to increase the likelihood of exceeding the Project goals?
- b) Does the schedule for the procurement process provide the appropriate amount of time to maximize the opportunities to meet or exceed the Project goals? Does the industry have suggestions on how the procurement schedule could be modified to increase the likelihood of exceeding the Project goals?
- c) The procurement process provides the Proposers with the opportunity to define all Additional Applicable Standards for the Project as long as they comply with the national standards identified in Book 3, Applicable Standards, of the RFP. The Commission's desire is to encourage new ways of doing business to increase the opportunities to meet or exceed the Project goals.
- d) Do the requirements in Book 2, Performance Requirements, provide the necessary level of definition to support the Project goals or is it beneficial for



the Commission to provide additional detail on what is required? While the Commission's goal is to encourage flexibility for the Proposers, the Commission desires to obtain feedback from the industry on which performance requirements, if any, the industry prefer the Commission to provide additional definition.

1.4 RFP and Technical Concepts Proposal

The Commission will issue a RFP as modified by the questions and comments received during industry review. The Commission will then hold a series of confidential meetings with each Proposer where the Proposer may present technical concepts, Additional Applicable Standards and Design Exceptions, if any, to the Commission and FHWA. The Commission is requesting technical concepts proposals during confidential meetings in order to receive, from the Proposers, the highest quality Initial Technical Proposal possible. During the discussions, absolutely no information will be shared from one Proposer's Proposal to another Proposer including technical solutions, Additional Applicable Standards or Design Exceptions, if any. The purpose of the confidential meetings will be to:

- a) Provide verbal feedback to the Proposer on whether the Proposer's technical solutions achieve or exceed the Project goals to the greatest extent possible and to discuss possible improvements that can be made by the Proposer including Project definition changes, moving focus from one technical area to another and changes within a technical area.
- b) Provide verbal or written feedback to the Proposer regarding Additional Applicable Standards and Design Exceptions, if any. The Commission's feedback will indicate if the AAS or Design Exception is acceptable, acceptable with conditions, or unacceptable.

1.5 Initial Technical Proposal

After the series of technical concepts proposal meetings have occurred, the Proposers will submit a detailed Initial Technical Proposal, incorporating discussions that occurred during the previous phase. This proposal shall be structured so that it conveys all necessary information clearly in the least amount of pages necessary to do so. After receipt of the Initial Technical Proposals, the Commission may hold confidential discussions with each Proposer and will provide comments to each Proposer in writing.

1.6 Final Technical Proposal and Price Allocation

The Commission will request the Proposers to submit their Final Technical Proposal, Price Allocation and Base Case Financial Model. The Commission will evaluate the Proposals and determine the apparent successful Proposer. The Commission intends to meet with the apparent successful Proposer and to negotiate into its Proposal ideas from the unsuccessful Proposers' Proposal(s) that improve its Proposal, if any, and to clean up any contractual issues and ensure the enforceability of the Additional Applicable Standards.



2 RFP PROCESS

2.1 RFP and Technical Concepts Proposal

The Commission will make modifications to the RFP based on comments received during industry review as it deems appropriate and will issue the RFP. After release of the RFP, the Commission will initiate confidential discussions with each Proposer, technical concepts proposal meetings. The Commission will determine the number of technical concept meetings based upon Proposer input. The meetings will be held in Jefferson City. The Proposers will establish the agenda for the meetings. During the confidential discussions the Commission will not share any information discussed with one Proposer with the other Proposers.

The Proposers may request clarifications to the final RFP informally during the technical concepts proposal meetings, or formally in writing. The Commission may provide responses to informal requests verbally during the confidential technical concepts meetings or may request that the Proposer's request for clarification be submitted formally in writing. Formal requests for clarification shall be addressed to the Project Director. The Commission will respond to the formal requests on the Project without identifying which Proposer requested the clarification. The Commission reserves the right to amend the final RFP via addendum as a result of any request for clarification.

Following issuance of the final RFP addendum, the Commission will receive comments from lenders or lender agents relating only to material and substantial issues with the RFP. These issues shall be provided to the Commission by the Proposers, identifying the lender(s) or lender agent(s) providing the comment(s), and will be received no later than Oct. 10, 2007. The Commission will respond to these comments no later than Oct. 18, 2007.

The Commission will provide verbal feedback regarding the Proposer's technical concepts proposal during the technical concepts meetings. The discussions will include possible weaknesses and deficiencies, and other aspects of the Proposal that could be altered or explained to materially enhance the Proposal's potential for award, including possible Project definition changes, moving scope items from one technical area to another and necessary revisions within technical areas.

The Commission will also provide feedback regarding the acceptability of the Proposer's proposed Additional Applicable Standards, including construction Specifications, special provisions, design requirements (by discipline), standard drawings, materials and testing requirements, and maintenance requirements.

The Proposers may request deviations from the Applicable Standards defined in Book 3 as Design Exceptions. Design Exceptions shall be submitted as early in the procurement process as possible, but no later than May 18, 2007, using Form D – Design Exceptions, with the exception of the 9 Project Bridges that were added to ProjectWise by Revision #11 on July 10, 2007. Design Exceptions specific to these 9 Project Bridges shall be submitted no later than August 30, 2007.



2.2 Initial Technical Proposal

The series of discussions held during the technical concepts proposal phase will culminate with the formal submission of the Initial Technical Proposals. The Proposers' Initial Technical Proposals shall not be submitted with a Price Allocation.

The Commission will review the Initial Technical Proposals, but will not formally evaluate the proposals. The Commission will summarize the review of the Initial Technical Proposals by providing comments to each Proposer in writing. After receipt of the Initial Technical Proposals, the Commission may request confidential discussions be held with each Proposer.

As part of the Initial Technical Proposals, a compiled package of all Additional Applicable Standards and Design Exceptions, if any, shall be included. The Commission will review the standards and Design Exceptions, if any, and provide written feedback of their acceptability.

2.3 Final Technical Proposal and Price Allocation

Proposers shall submit their Final Technical Proposals, Price Allocation and Base Case Financial Model in accordance with the procurement schedule in Section 2.5. The Final Technical Proposals shall incorporate changes to their Initial Proposals as a result of the Commission written comments and possible discussions with the Commission. The Final Technical Proposals and Price Allocation will be evaluated as described in Section 3.

The Commission will make the apparent best value selection and pay the stipend to the unsuccessful Proposers. After payment of any portion of the stipend to the unsuccessful Proposers, the Commission will provide the unsuccessful Proposers' Final Technical Proposal, excluding Price Allocation and confidential information, to the successful Proposer and will negotiate inclusion of any technical solutions that improve its proposal, if any. The Commission will also negotiate enforceability of the proposed Additional Applicable Standards and any necessary modifications, details and/or clarifications to the Additional Applicable Standards

2.4 Contract Award

The Commission will award and negotiate the final Contract with the Proposer with the apparent best value. If no final agreement is reached between the Commission and the Proposer with the apparent best value proposal, the Commission reserves the right to pay the stipend to the apparent successful Proposer and to negotiate a Contract with the next unsuccessful Proposer of apparent best value.

2.5 Procurement Schedule

Deadlines for submitting RFP questions and Proposal are shown below. This schedule is subject to revision by addenda to this RFP.

The Bridge Improvement Project
Missouri Department of Transportation
Request for Proposals
Instructions to Proposers – Design, Build, Finance and Maintain Contract
October 26, 2007, Rev. 3.2



Item	Schedule
Issue Preliminary Draft RFP	October 2, 2006
Issue Request for Qualifications	October 4, 2006
Industry Review	October 2 – 23, 2006
Deadline for submitting RFP questions	October 23, 2006
Industry Review Meeting	October 27, 2006
The Commission posts final responses to questions	November 2, 2006
Statement of Qualifications Due	November 9, 2006
Selected Qualified Teams Notified	November 21, 2006
Issue Draft RFP	November 22, 2006
Issue RFP	December 13, 2006
Technical Concept Proposal	November 22, 2006 – April 5, 2007
Initial Technical Proposals Due	April 6, 2007
Last Day for AAS submittal	April 30, 2007
Last Day for Design Exception submittal	May 18, 2007
Negotiations	April 10 – June 2, 2007
Last Day for Proposer Clarifications	Sept 13, 2007
The Commission Posts Final Responses to Proposer's Request for Clarification and Final RFP Addendum	Sept 17, 2007
Commission receives any lender issues	Oct 10, 2007
Commission responds to any lender issues	Oct 26, 2007
Parts 1, 3, 4 and 5	Oct 25, 2007
Parts 2, 6 (except for Form M to be submitted at the time the actual escrow takes place) and 7	Nov 5, 2007
Select Team	Nov 14, 2007
Discussions with Apparent Best Value Proposer (Conformed Contract Negotiations)	Nov 15 - Dec 14, 2007
Contract Executed by Contractor Delivered to Commission	Within 30 Calendar Days following conclusion of



Item	Schedule
	Conforming Contract Negotiations
Commission Execution	Within 10 Calendar Days of receiving items listed in 8.1
Financial Close	90 Calendar Days after Commission Execution of Contract
Notice to Proceed (Contingent upon Market Rate Fluctuation)	Per Section 8.3

3 PROPOSAL CONTENTS AND EVALUATION PROCESS

3.1 Organization of Proposal

The Proposal shall be organized as follows:

- a) Part 1 – General Information
 - i) Major Participants
 - ii) Key Personnel
- b) Part 2 – Financial Plan
- c) Part 3 – DBE Performance Plan and Workforce Utilization
- d) Part 4 – Additional Applicable Standards
- e) Part 5 – Technical Elements
 - i) Completion Schedule
 - ii) Treatment Strategies
 - iii) Maintenance of Traffic
 - iv) Public Information
- f) Part 6 – Administrative Elements
- g) Part 7 – Price Allocation

The Initial Technical Proposal shall include Parts 1 thru 5. The Final Technical Proposal shall include Parts 1,3,4 and 5. The Price Allocation shall include Part 7 only, and shall be submitted with Parts 2 and 6, except for Form M to be submitted at the time the actual escrow takes place.



3.2 Evaluation Process

The Proposals will be reviewed for the Proposal's conformance to the RFP instructions regarding organization and format, the responsiveness of the Proposer to the requirements set forth in the RFP and compliance with the pass/fail criteria. Those Proposals determined to be non-responsive to this RFP may be excluded from further consideration and the Proposer will be so advised. Proposers submitting non-responsive Proposals are not eligible for payment of the stipend.

The Commission will review the Initial Technical Proposals and feedback will be provided to each Proposer. The Commission will evaluate the Final Technical Proposals.

The Price Allocations will not be opened until the score for Part 5 of the Final Technical Proposal has been provided.

3.3 Contents and Evaluation of Part 1 – General Information

3.3.1 Major Participants

Proposers shall submit any changes to Major Participants from the information provided in their Statements of Qualifications.

Submittal Requirements:

- a) Narrative describing the rationale for any changes to Major Participants.
- b) Form A (Form 1 from SOQ) – Major Participant Information shall be submitted for Major Participants that were not identified in the Statement of Qualifications.
- c) A final organizational chart.

If the Proposer has submitted a request to change Major Participants prior to submittal of its Proposal and the Commission has provided an approval letter for the requested change, the Proposer is only required to submit the Commission approval letter with its Proposal.

3.3.2 Key Personnel

The Contractor shall submit any revision to the Key Personnel listed in the statement of qualifications (SOQ).

Submittal Requirements:

- a) Narrative describing any changes to Key Personnel identified in the Statement of Qualifications and a description comparing the qualifications of the new individual(s) to the individual originally submitted.



- b) Organizational Chart
- c) Form B – Key Personnel Summary
- d) Resumes for new Key Personnel and changed Key Personnel, if any. The Proposers do not need to re-submit resumes that were included in their Statement of Qualifications.

Evaluation Criteria:

All elements in Part 1 will be evaluated on a pass/fail basis.

3.4 Contents and Evaluation of Part 2 – Financial Plan

The Proposer shall provide one proposal with the preferred option and one alternative proposal in separate sealed containers. The Commission, through its authorized representatives, will not open the alternate bid unless the Commission representative, in its sole discretion, determines that the preferred option is not affordable. In order to achieve relatively level payments, no payment shall exceed 1.16 times the lowest Payment Installment. The Commission will score the preferred option Proposals against other preferred option Proposals and any alternate Proposals against other alternate Proposals. For avoidance of doubt, preferred option Proposals scores will not be compared to alternate Proposals scores. For comparative purposes, assume that the Commission will make its first annual payment that follows Completion of Initial Construction on December 31st, 2012. For scoring, the Commission will discount the net present value of the payment stream to December 31, 2012. In consideration of the alternative proposal, any payments shown prior to December 31, 2012 will not be discounted. For avoidance of doubt, payment(s) prior to December 31, 2012 will be factored at 1.0.

Preferred Option: All payments from the Commission shall be deferred until the Completion of Initial Construction. Payments would then consist of equal annual payments for a minimum period of 25 years thereafter.

Alternative: Proposers shall submit an alternative payment plan and/or financial plan that offers the best value to the Commission consistent with the procurement objectives and project goals of the RFP. In addition to Payment Installments, two Early Payment Installments will begin in accordance with Book 1 Section 11.2.

For scoring purposes the Technical Proposal shall remain the same for the alternative proposal; however, following award, changes in the Technical Proposal that have positive effects on the Project will be allowed at the reasonable discretion of the Commission.

The Commission will make best efforts to provide required support for the Proposer's financing vehicle (i.e., leases, private activity bonds, 63-20 entities or federal credit products) provided the alternatives are allowable by law, and may result in a lower annual payment to the Commission.



Submittal Requirements:

The Proposer shall provide a detailed summary of the Proposer's Financial Plan that clearly illustrates their payment option choice and any requirements for the Commission to provide support of the financing vehicle. The submittal shall include the proposed structure of the payments and in which fiscal years payments will be required under the financial plan. Dollar amounts of payments are not to be included in this summary.

The summary shall also include detailed information about the experience and capital position of the firm or firms expected to structure and execute the financing.

Evaluation Criteria:

Part 2 will be evaluated on a pass/fail basis.

3.5 Contents and Evaluation of Part 3 – DBE Performance Plan and Workforce Utilization

The Proposer shall submit a DBE Plan that is in conformance with the requirements of the RFP including a commitment to meet the DBE goal.

Socially/Economically Disadvantaged Workforce Utilization Plan: The Proposers shall submit a draft Socially/Economically Disadvantaged Workforce Utilization Plan. At a minimum, the draft plan should include the following items:

- a) The identified stakeholders and the strategies and tactics to reach workforce utilization including
 - i) Strategies for meeting the training goal throughout the duration of the Project.
 - ii) Strategies to work with pre-apprenticeship training programs to ensure socially/economically-disadvantaged workers are trained and hired.
 - iii) Strategies for working with the unions/trade organizations to ensure socially/economically-disadvantaged workers are trained and hired.
- b) The approach to working with community-based organizations for recruitment and retention of socially and economically disadvantaged individuals

Submittal Requirements:

- a) DBE Performance Plan
- b) A draft Socially/Economically Disadvantaged Workforce Utilization Plan

Evaluation Criteria:



Part 3 will be evaluated on a pass/fail basis.

3.6 Contents and Evaluation of Part 4 – Additional Applicable Standards

The Commission understands that, at times, the Commission manuals, Specifications and standards do not allow for maximum flexibility. The Proposers shall meet the Commission, AASHTO and FHWA requirements unless alternative requirements are proposed and accepted by the Commission. The Proposers are encouraged to propose Additional Applicable Standards (AAS) for the Project that strive to meet or exceed the Project goals. The proposed manuals, Specifications and standards, shall be limited to those already reviewed by FHWA, for example, standards from state departments of transportation. All Additional Applicable Standards accepted by the Commission will be incorporated into Book 3 of the Contract Documents

The Proposers shall provide the Additional Applicable Standards that include construction specifications, special provisions, design requirements (by discipline), standard drawings, materials and testing requirements, and manuals proposed for the Project. Submittal requirements:

- a) Form C – Additional Applicable Standards;
- b) a narrative describing the rationale for choosing the proposed standards. Indicate how language included in the proposed standards that are provided as guidance only will be addressed; and
- c) a narrative describing the approach to the specific items listed in this section.

In order to be considered with the Final Technical Proposal, Additional Applicable Standards shall:

- a) be submitted no later than April 30, 2007; and
- b) be approved at least two weeks prior to the submittal of the Final Technical Proposal.

Evaluation Criteria:

Part 4 will be evaluated on a pass/fail basis. The Additional Applicable Standards will be evaluated to insure that the Proposer has adequately defined all technical requirements necessary for successful Project completion. The Additional Applicable Standards will be evaluated for thoroughness of requirements (have all technical areas been addressed), completeness of the requirements (has the necessary detail been provided) and enforceability (are the requirements written in enforceable Contract language).

3.7 Contents and Evaluation of Part 5 – Technical Elements (30



Points)

3.7.1 Completion Commitment

The Request for Proposals was developed to afford the Proposers the most flexibility in the planning and execution of the Work. The Completion of Initial Construction shall be identified and can be no later than December 31, 2012.

Submittal Requirements:

Completion Commitment for the Initial Construction Period.

Evaluation Criteria:

The Completion Commitment will be evaluated on a pass / fail basis.

3.7.2 Treatment Strategies (15 Points)

The Proposers shall list the treatment strategy (replace, redeck or rehabilitate) for each Project Bridge. Include anticipated interval between major rehabilitations for each Project Bridge based on the selected strategy. The Proposers shall also propose a Bridge Maintenance Plan.

Submittal Requirements:

- a) Form E - A database, to be submitted electronically and hardcopy, containing the treatment strategy, expected Construction Duration and structure information for each Project Bridge;
- b) any known FHWA or Commission Design Exceptions, if necessary;
- c) a narrative describing the Proposer's approach to a Bridge Maintenance Plan; and
- d) for new and rehabilitated Project Bridges, the Proposers shall provide a narrative describing the proposed construction; include as much information as possible relating to each structure type or rehabilitation method proposed.

Evaluation Criteria:

The Treatment Strategies will be evaluated to determine the Proposers' ability to meet or exceed the Project goals. The Commission will evaluate the proposed Treatment Strategies based upon quantitative and qualitative benefits and the best quality structure returned to the Commission at Final Acceptance.

3.7.3 Maintenance of Traffic (10 Points)

The Commission expects the Proposer to minimize the impact to traffic when implementing Project Bridge treatment strategies. The AADT, duration of work,



length of detour and traffic strategy all have an impact on traffic during Project Bridge construction. The Proposer is encouraged to incorporate road closure strategies as a means of reducing impact to traffic by completing work in less time.

Submittal Requirements:

- a) the Maintenance of Traffic (MOT) planned for both the Initial Construction Period and Maintenance Period for each Project Bridge not listed on Form T. Typical MOT strategies include, but are not limited to, road closure with detour, road closure with bypass or temporary structure and staged construction;
- b) enter data in columns titled “MOT Strategy”, “Const/Closure Duration” and “Detour Length” in Form R –*Exposure Days for all Project Bridges* not listed on Form T;
- c) enter data in column titled “Closure Duration” in Form S –*Closure Days for all Project Bridges*;
- d) a detailed Project Bridge specific MOT plan that includes treatment strategy, a schedule of lane closures, including any lane usage restrictions if applicable, planned lane widths, temporary bypasses, detour routes, Construction Duration, and Traffic Control Plans (TCP) for each Project Bridge listed on Form T. ; and
- e) proposed MOT strategies for maintenance of Project Bridges during the Maintenance Period shall be described.
- f) proposed strategies to accommodate emergency and other service providers during Project Bridge construction.
- g) Proposed strategies to maintain access to residences, businesses and farms.

The following chart contains the AADT multiplier factors to be used in Form R.

AADT (VPD)	Road Closure w/Detour	Staged Construction or Bypass
0 – 1000	1.0	0.75
1001 – 2000	1.2	1.0
2001 – 4000	1.5	1.25
4001 – 8000	2.0	1.5
8001 - 12000	3.0	2.0

The following chart contains the Detour Multipliers to be used in Form R. For Project Bridges on roads with AADT less than 1000 VPD, the Detour Multiplier is 1.0.

Detour Length (Miles)	Detour Multiplier
-----------------------	-------------------



0 – 2.0	1
2.1 – 5.0	1.5
5.1 – 10.0	2.0
> 10.0	3.0

An example of the use of multipliers to determine Exposure Days is included below.

Exposure Day = (Construction/Closure Duration) X (AADT Multiplier) X (Detour Multiplier)

Total Exposure Days = Sum of individual Project Bridge Exposure Days for Project Bridges not listed on Form T.

Total Closure Days = Sum of individual Closure Days for all Project Bridges.

MOT Strategy	Const/Closure Duration (Days)	AADT (VPD)	AADT Multiplier	Detour Length	Detour Multiplier	Exposure Days
Road Closure	50	4970	2	10	2	200
Road Closure	50	900	1	15	1	50
Road Closure	50	1200	1.2	15	3	180
Staged Const	50	4236	1.5	0	1	75
Road Closure w/Temp Bypass	50	3244	1.25	0	1	62.5
Road Closure w/Temp Bypass	50	920	0.75	0	1	37.5

Total Exposure Days - 605

Evaluation Criteria:

The Proposer's Maintenance of Traffic strategy will be evaluated to determine its ability to meet or exceed the Project goals. The Commission will evaluate the proposed MOT plans based upon quantitative and qualitative benefits including:

- a) minimizing total impact to traffic;
 - Project Bridges listed on Form T. (5 points)
 - For evaluation of work to be performed prior to Final Completion of a Project Bridge, the Proposer's structure specific MOT plan will be used to evaluate impact to traffic relative to MoDOT's typical MOT process. MoDOT has developed its own scope of work, TCPs and Construction Duration for each Project Bridge listed on Form T. Using FHWA's *Quick Zone* traffic modeling program and data from MoDOT's TCP, a baseline Queue Length, Traffic Delay and Road User Cost was established. MoDOT will use data from the Contractor's TCP and the FHWA's *Quick Zone* traffic modeling program to determine the Contractor's Queue



Length and Traffic Delay. Scoring of the Contractor's MOT plan for Project Bridges listed on Form T will be based upon the value of the Contractor's Queue Length and Traffic Delay relative to MoDOT's baseline Queue Length and Traffic Delay at the same Project Bridge; and

- Contractor Construction Duration for all Project Bridges listed on Form T.
- The Proposer's Closure Days provided in Form S and structure specific MOT plan will be used to evaluate impact to traffic for the Contract period following Final Completion of a Project Bridge;
- Proposer's plan to maintain resident, business and school access to emergency and other service providers;
- Proposer's plan to minimize traffic impacts to school districts, businesses, farmers, and local residents;
- Project Bridges not listed on form T (5 Points);
 - The Total Exposure Days provided in Form R and Closure Days in Form S for Project Bridges not shown on Form T to be used to evaluate impact to traffic;
 - Proposer's plan to maintain resident, business and school access to emergency and other service providers;
 - Proposer's plan to minimize traffic impacts to school districts, businesses, farmers, and local residents;

3.7.4 Public Information (5 Points)

The Commission expects that communication and coordination with local communities will be a critical factor to the success of the *Safe & Sound Bridge Improvement Project*. While the improvement of these Project Bridges is expected to be very popular statewide, the local reaction may be quite different as strategies to close roads are proposed. Consequently the Commission is looking for proposals that maximize public acceptance of the Project and Project Bridge closures.

The plan cannot take a "one size fits all" approach since the challenges in rural and urban areas are expected to be quite different. The Commission also envisions two different types of communication – that which comes prior to actual construction to prepare people for the replacement/rehabilitation strategies to be employed, including Project Bridge closures wherever possible, and communication during construction to help people cope with construction impacts, detours, etc.

Communication will be divided between the Contractor and the Commission. The



Contractor will be responsible for communicating the Project's goals and scope, progress, maintenance of traffic issues and daily coping information to the public. The Commission will be responsible for communicating the big picture and will assist the Contractor where appropriate in coordination with local stakeholders.

The Contractor shall be responsive to the public's concerns and make every effort to be proactive in providing information so potential problems can be averted. Advance notice and ongoing communication will ease the public's concerns and garner support for the Project. The Commission anticipates that the Contractor's Public Information Plan will need to be regularly assessed and adjusted to meet the changing needs and issues of the public.

The Proposers shall submit a draft Public Information Plan (PIP). Within the draft PIP the Proposers shall describe, at a minimum, its approach on the following issues.

- a) The procedure to convince the public that Project Bridge closures are the best strategy for delivering this Project quickly and most cost-effectively. Describe the approach to holding public meetings to inform the public of upcoming road closures and detours.
- b) The strategic planning process that will include identification of Stakeholders and the tactics involved to communicate with them.
- c) The approach to providing construction information, including coping techniques (i.e., detours) and notification to the public.
- d) The approach to be responsive to media requests in general and how they will be coordinated with the Commission. Describe the approach to crisis communications, including the plan for coordinating this information with the Commission and the responsiveness to the media.
- e) One of the Project Management requirements for The Bridge Improvement Project is to organize submittals. Describe the approach to developing this organization and how Project Wise or other tools will be utilized.
- f) Describe the approach to handling customer inquiries, timely response and the proposed plans to be responsive to customer concerns and needs. How will coordination with the Commission's Customer Service Centers be handled?
- g) Describe the approach to assessing public opinion and adjusting the PIP accordingly throughout the initial five-year portion of the Project.

Submittal Requirements:

- a) Draft Public Information Plan
- b) Form F – Commitments to Minimum Notifications



Evaluation Criteria:

The Public Information elements will be evaluated to determine its ability to meet or exceed the Project goals. The Commission will evaluate the proposed Public Information Plan based upon quantitative and qualitative benefits including:

- a) the ability to market the concept of Project Bridge closures and the associated benefits of faster construction and more cost-effective usage of resources;
- b) a strategic approach to a Public Information Plan that anticipates issues and proactively communicates key messages to the appropriate audiences;
- c) a thorough identification of the stakeholders and how effectively the strategies and tactics will keep them informed;
- d) commitments to effective advance notices of construction activities; and
- e) how flexible the Public Information Plan is to the changing needs of the community and the Project.

3.8 Contents and Evaluation of Part 6 – Administrative Elements

Submittal Requirements:

- a) Form G – Proposal Letter
- b) Financial Assurance Package Letter. The Proposer shall provide a detailed description of their Financial Assurance Package.
- c) Form H – Non-Collusion Affidavit
- d) Form I – Buy America Certification
- e) Form J – Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f) Form K – Use of Contract Funds for Lobbying
- g) Form L – Equal Employment Opportunity
- h) Term sheet(s) from Lender(s) and equity provider(s)
- i) Form M - Escrow Affidavit, submit a signed original document. An index of the Escrowed Proposal Documents, (Book 1, Exhibit I), shall be submitted at the time the actual escrow takes place.
- j) Joint Issue Resolution Facilitators - The Proposer shall submit the names and qualifications of three joint issue resolution facilitators, in order of preference.



- k) Form N – Receipt of addenda
- l) A copy of the Proposer's *Certificate of Authority* to do business in the State of Missouri.

Evaluation Criteria:

All elements in Part 6 will be evaluated on a pass/fail basis.

3.9 Contents and Evaluation of Part 7 – Price Allocation (70 Points)

Requirements:

- a) Form O – Price Allocation Form, along with any additional information required to provide sufficient detail to enable identification of design, construction, and maintenance costs by Project Bridge for purposes of bridge substitution negotiations. The values submitted on Form O shall incorporate inflation of the Indexed Amount at the rate of 2.86% which will be adjusted in accordance with Book 1, Section 11.10; and
- b) Proposal Security. The Proposer shall submit a Proposal Security in the sum and either in the form set forth in Form P or as a cash equivalent (cashier's check, money order, cash) payable to Director of Revenue –Credit State Road Fund.
- c) Base Case Financial Model

Evaluation Criteria (preferred option Price Allocation):

The evaluation process for preferred option Price Allocation will be based on the following components:

- i) Net present value of all payments using the Commission's discount rate of 5.0%, maximum of 40 points, will be scored:
NPV score: $40 - ((NPV - \text{Lowest NPV})/(\text{Lowest NPV}) \times 150)$
- ii) No payments during the Initial Construction Period will receive 20 points, if a Proposal shows any payment(s) prior to Completion of Initial Construction it will receive 0 points for the Price Allocation scoring.
- iii) Uniform annual payments, maximum of 10 points, minimum 0 points, will be scored:
Uniform annual payment score:
 $(\text{Highest Payment} - \text{Lowest Payment})/(\text{Lowest Payment}) < 0.04 = 10 \text{ points}$
 $(\text{Highest Payment} - \text{Lowest Payment})/(\text{Lowest Payment}) > 0.04 =$
 $13.333 - ((\text{Highest Payment} - \text{Lowest Payment})/(\text{Lowest Payment}) * 83.333)$



Evaluation Criteria (alternate Price Allocation):

The Commission will only open the alternate Price Allocation if the preferred option Proposal determined to be the best value is not affordable. If the alternate Price Allocation is opened, the preferred option will no longer be under consideration.

The evaluation process for alternate Price Allocation will be based on the following components:

- i) The Proposal with the lowest net present value of all payments, using the Commission's discount rate of 5.0%, will receive 30 points.

$$\text{NPV Score: } 30 - ((\text{NPV} - \text{Lowest NPV}) / (\text{Lowest NPV} \times 150))$$

- ii) The Proposal with the lowest average annual payment will receive 30 points.

$$\text{Annual Payment Score: } 30 - ((\text{Avg. Payment} - \text{Lowest Avg. Payment}) / (\text{Lowest Avg. Payment} \times 150))$$

- ii) Uniform annual payments, maximum of 10 points, will be scored:

$$\text{Score: } (\text{Highest Payment} - \text{Lowest Payment}) / (\text{Lowest Payment}) < 0.04 = 10 \text{ points}$$

$$(\text{Highest Payment} - \text{Lowest Payment}) / (\text{Lowest Payment}) > 0.04 =$$

$$13.333 - ((\text{Highest Payment} - \text{Lowest Payment}) / (\text{Lowest Payment}) * 83.333)$$

(not to be scored as a negative number)

3.10 Best Value Determination

Award of the Project shall be based on a best value determination in accordance with the weighted criteria above. For avoidance of doubt, the Proposal with the highest aggregate score of all components is the best value.

4 SUBMITTAL REQUIREMENTS

4.1 Format

The Proposal must be formatted for 8.5" x 11" paper. Charts and other graphical information may be formatted for 11" x 17" paper. Use of 11" x 17" format shall be limited. Minimum font size is 11 points. However, 10 point text may be used within graphs or tables.

4.2 Due Date and Quantities

Proposals must be submitted by 2:00 pm, Central Daylight Time, on the date shown in Section 2.5. One hard copy of the Proposal is to be delivered to the Project



Director. Submitters shall also post to ProjectWise one electronic copy of Parts 1 thru 6 of the Proposal. Notification shall be sent to the Project Director that the Proposal has been electronically submitted. Applicable portions of Part 7 shall be posted to ProjectWise upon notification from the Commission that such portions of the Price Allocation is being opened.

The Initial Technical Proposal shall be posted to ProjectWise by 2:00 pm Central Daylight Time on the date specified in Section 2.5. One hard copy of the Initial Technical Proposal shall be delivered to the Project Director within two (2) Business Days after the electronic submittal.

One electronic and hard copy of the Escrowed Proposal Documents (EPD), which includes documentation for all Parts of the Proposal Price Allocation and Base Case Financial Model, and one copy of the EPD index (Book 1, Exhibit I) shall be placed in escrow at the following location within seven (7) Calendar Days after the Price Allocation:

[Exchange National Bank of Jefferson City](#)
[132 East High Street](#)
[Jefferson City, Missouri](#)

4.3 Technical Concepts Proposal

Technical concepts proposals will be submitted verbally to the Commission during confidential meetings with the Proposers.

4.4 Initial Technical Proposal

The Initial Technical Proposal shall include Parts 1, 2, 3, 4 and 5.

4.5 Final Technical Proposal

The Final Technical Proposal shall be submitted as two items as in indicated in Section 2.5. Include all Parts in their entirety in the Final Technical Proposal.

4.6 Price Allocation

The Price Allocation and Base Case Financial Model shall be included in Part 7. The hard copies of the preferred and alternate Price Allocations shall be delivered in clearly labeled, separate sealed envelopes, separate from the Final Technical Proposal. The electronic copy of the Price Allocation and Base Case Financial Model shall be posted to ProjectWise in accordance with Section 4.2.

5 GENERAL INFORMATION

5.1 Stipend

The Commission has determined that it is appropriate to award a stipend to a responsible Proposer that provides a fully responsive, but unsuccessful, Proposal.



The amount of the stipend shall be two million dollars (\$2,000,000), of which one million dollars (\$1,000,000) shall be provided to such Proposer within 30 Calendar Days after the Commission determines the apparent successful Proposer with the balance paid 30 Calendar Days following either:

- a) Financial Close with the successful Proposer; or
- b) determination by the Commission that Financial Close will not occur, unless the Commission enters into negotiations in accordance with Section 2.4 with the next unsuccessful Proposer of apparent best value, in such case the remaining balance will only be paid if it is determined by the Commission that the Project will not move forward.

In the event the Commission does not award the Contract and one or more proposals are determined to be fully responsive, the stipend will be provided to such Proposer(s) within 15 Calendar Days after the Commission determines that there will be no award.

5.2 Communications

The Commission's Project Director, Kenyon Warbritton, is the Commission's sole contact person for receiving all communications regarding the Project. Each Proposer is solely responsible for providing a single contact person.

Inquiries and comments regarding the Project and the procurement must be sent to as shown below. E-mail is the preferred method of communication for the Project.

Kenyon Warbritton, PE
Bridge Improvement Project Director
Missouri Department of Transportation
105 West Capitol Avenue
P.O. Box 270
Jefferson City, MO 65109

Office: 573-526-3282
Cell: 573-291-4082
Fax: 573-522-2279

Send Parcel Post to:
Kenyon Warbritton, PE
Bridge Improvement Project Director
Missouri Department of Transportation
1320 Creek Trail Drive
Jefferson City, MO 65109

e-mail: safeandsound@modot.mo.gov

During the Project procurement process, commencing with issuance of the RFQ and continuing until award of a Contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Submitter shall have ex parte communications regarding this procurement with any member of the Commission or



the Federal Highway Administration, their advisors, or any of their Contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Commission's Project Director. However, communication is allowed with local entities and the general public. The foregoing shall not preclude any Proposer from participating in public meetings, including public meetings of the Commission.

5.3 Addenda

The Commission reserves the right to revise this RFP at any time before the Final Technical Proposal and Price Allocation due date. The Proposer's contact person will be notified via e-mail when addenda are available.

5.4 Confidentiality

Prior to selection of the apparent successful Proposer all documents submitted pursuant to this RFP will be maintained as confidential.

5.5 Organizational Conflicts of Interest

Pursuant to 23 CFR 636.116, consultants and subconsultants who assist the Commission in the preparation of an RFP document are not allowed to participate on a Proposer's team. Proposer must provide to the Commission information regarding all potential organizational conflicts of interest in its Proposal, including all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116. The Commission's Project Director will determine whether an organizational conflict of interest exists, and the actions necessary to avoid, neutralize or mitigate such conflict.

The Commission may disqualify a Proposer if any of its Major Participants belong to more than one Proposer organization.

5.6 Equal Employment Opportunity

The Proposer will be required to follow Federal Equal Employment Opportunity (EEO) policies.

The Commission will affirmatively assure that on any Project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation or age.

5.7 Disadvantaged Business Enterprises

It is the policy of the Commission that Disadvantaged Business Enterprises (DBEs),



as defined in 49 CFR Part 26, and other small businesses shall have the opportunity to compete fairly in Contracts financed in whole or in part with public funds. Consistent with this policy, the Commission will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation assisted Contract because of sex, race, religion, or national origin.

A DBE goal of 9% for costs associated with design and construction during the Initial Construction Period has been established for the Project. The Commission has implemented the *Unified Certification Program* and has formed the *Missouri Regional Certification Committee* (MRCC). DBE firms shall be certified with MRCC. The MRCC DBE Directory can be viewed at the following web site:

http://www.modot.mo.gov/business/Contractor_resources/External_Civil_Rights/DBE_program.htm.

5.8 Major Participant

The term Major Participant is defined as any of the following entities:

- a) all general partners or joint venture members of the Proposer; all individuals, persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations or other legal entities, however organized, holding a 15% or greater interest in the Proposer;
- b) the lead engineering/design firm(s);
- c) each subcontractor that will perform work valued at 20% or more of the construction work; and
- d) financial Partner.

Major Participants identified in the SOQ may not be removed, replaced, or added without written approval of the Commission. Written request must document the proposed change and demonstrate that the change will be equal to or better than the Major Participant submitted in the SOQ.

5.9 Key Personnel

Key Personnel identified in the SOQ may not be removed, replaced, or added without written approval of the Commission. Written request must document the proposed change and demonstrate that the change will be equal to or better than the Key Personnel submitted in the SOQ.



5.10 Private Activity Bonds

The Proposers are instructed to assume that up to seven hundred million dollars (\$700,000,000) in Private Activity Bonds are approved for use in this Contract.

6 LEGAL REQUIREMENTS

6.1 Discussions with Proposers

After release of the final RFP, the Proposers will submit their Initial Technical Proposals. The Commission will have confidential discussions with each Proposer to provide feedback related whether the Proposer's technical solutions achieve or exceed the Project goals to the greatest extent possible.

No information will be shared from one Proposer to the other Proposer regarding information received during discussions of each Proposer's technical solutions or Additional Applicable Standards.

6.2 Ownership of Proposals

All documents submitted by the Proposer in response to this RFP shall become the property of the Commission and shall not be returned to the Proposer. The concepts and ideas in the information contained in the Proposal and discussed during discussions with each Proposer, including any proprietary, trade secret, or confidential information (exclusive of any patented concepts or trademarks), shall also become the property of the Commission if:

- a) submitted by the successful Proposer, upon award and execution of the Contract; and
- b) if submitted by an unsuccessful Proposer, upon payment of the any portion of the stipend.

6.3 Legal Effect of Stipend

The Commission has received a waiver from FHWA of the prohibition of negotiating ideas from the unsuccessful Proposer with the apparent successful Proposer prior to execution of the Contract. Acceptance of any portion of the stipend of an unsuccessful Proposer entitles the Commission to use the ideas obtained from the unsuccessful Proposer in its Initial and Final Technical Proposals and during the discussions with the unsuccessful Proposer. The Commission will provide to the apparent successful Proposer the unsuccessful Proposer's Initial and Final Technical Proposals. The Commission will meet with the apparent successful Proposer and negotiate into its Proposal ideas from the unsuccessful Proposer's Initial and Final Technical Proposal that improve its Proposal, if any.

If a protest is filed pursuant to Section 7 below, the Commission will not pay any



portion of a stipend to the unsuccessful Proposer or share the unsuccessful Proposer's ideas until the protest has been resolved, in accordance with the resolution.

6.4 Additional Applicable Standards

The Commission has requested the Proposers identify their Additional Applicable Standards on Form C. During the discussions with each Proposer, the Commission will either let the Proposer know that the standard is acceptable, inform the Proposer of conditions that must be addressed in order for the standard to be acceptable, or the standard is unacceptable. In the Final Technical Proposal, inclusion of any Additional Applicable Standard that the Commission has determined unacceptable may result in the Proposal being non-responsive.

If the Commission has informed the Proposer that their standard description is incomplete and additional details need to be defined, and the Proposer does not present the additional details necessary for acceptance by the Commission, it does so at its own risk. The Commission will have the right to require those additional details be incorporated into the Work throughout the life of the Project at no cost to the Commission.

If the Additional Applicable Standards listed by the Proposer in Form C have conflicting provisions, the Commission shall have the right to determine, in its sole discretion, which requirement(s) apply.

For any standards, portions of standards or details that have not been specified by the Proposers, the Commission's standards, portions of standards and/or details will apply to the Project at no additional cost to the Commission.

6.5 FHWA Design Exceptions

The Proposer must obtain, at the Proposer's expense, approval of any Design Exceptions necessary because of the Proposer's design of any of the Bridge Improvement Projects, that are located on or over an interstate highway, and construction costs are expected to exceed one million dollars (\$1,000,000).

6.6 Proposal Security

If the Proposer is awarded the Contract but fails to execute and deliver the Contract to the Commission, together with all documents required therein and herein, within thirty Calendar Days following the Proposer's receipt of the conforming form of the Contract, or the Proposer fails to provide a complete set of bid records and an affidavit for Escrowed Proposal Documents, or if the Proposer is selected for negotiations and fails to negotiate in good faith, then the funds represented by its Proposal Security(ies) shall be released to the Commission and become and remain the property of the Commission unless such failure to execute and deliver the Contract to the Commission is directly attributable to:



- a) the Commission's failure to engage in good faith negotiations or to provide timely responses to Proposer's reasonable requests;
- b) litigation challenging an Environmental Approval that is filed before lapse of the applicable statute of limitations and remains pending on the applicable deadlines for commercial and Financial Close;
- c) any adverse change in the Commission's credit rating or outlook as of the date of Proposal submission;
- d) the inability or refusal of the PABs issuer to issue bonds in the amount that the Proposer's underwriters are prepared to underwrite, provided that such refusal is not due to any fault of the Proposer, including Proposer's failure to satisfy all requirements that is obligated to satisfy under that certain agreement to be entered into by the Commission, the Proposer and the PABs Issuer relating to the responsibilities of the parties with respect to the issuance of the PAB's in the form provided to Proposers prior to the date of Proposal submission;
- e) the refusal of the PABs Issuer's counsel to allow closing of the PABs where the bond counsel is ready to give an unqualified opinion regarding the validity of the issuance of the PABs;
- f) the Commission's election not to enter into the Contract in the form included with the RFP, following:
 - i) the Commission's election to commence negotiations regarding the Contract; and
 - ii) failure of the parties to agree upon changes to the terms of the Contract; or
- e) the Commission's inability to execute the Contract due to any provision of the Contract being non-compliant with or in violation of any Legal Requirement.
- f) the Proposer's failure to reach agreement with the Commission and the Independent Engineer on the terms of the Independent Engineer Agreement; except in the event the Proposer has failed to engage in good faith negotiations with the Commission and the Independent Engineer;
- g) the Commission's or the Independent Engineer's failure to attend and participate in reasonably scheduled negotiation meetings concerning the Independent Engineer Agreement;
- h) the unreasonable refusal by the Commission's legal counsel to issue a legal opinion after having received all requested information from the Proposer.

The Commission will return each Proposal Security(ies), except those which have been forfeited, to the respective Proposer(s) within 5 Business Days after:



- a) 30 Calendar Days following the mutual decision of the Proposer and the Commission not to proceed with the Contract due to any reasons stated in clauses a)-g) above; or
- b) the earlier of 160 Calendar Days after award or Financial Close or
- c) within five Business Days after this RFP has been canceled.

6.7 Withdrawal of Proposal After Proposal Due Date

The Proposer understands and agrees that the Proposal shall remain valid, subject to the terms of Section 8.1, until the earlier of 160 Calendar Days after award or Financial Close. If the Proposer withdraws any part of its Proposal within the time period described in this Section without the written consent of the Commission, the Proposer shall forfeit its Proposal Security.

6.8 Responsive Proposal

The Proposer shall provide responses to all information requested in this RFP for the Proposal. Failure to provide the requested information may result in the Commission, at its sole discretion, determining that a Proposal is non-responsive and will be rejected. A Proposal will be considered non-responsive if it seeks to qualify or change any of the terms and conditions of the Contract, to limit or modify the Financial Assurance Package, insurance or warranties required, or if a valid Proposal Security is not provided.

6.9 Missouri Open Records (Sunshine) Law

During the procurement process, all records, documents, drawings, plans, Specifications and other materials submitted by Proposers will be maintained confidential by the Commission pursuant to the provisions of the Missouri Open Records (Sunshine) Law.

6.10 Changes in Proposer's Organization

If there are any new Major Participants or Key Personnel or other changes (including deletions) in the Proposer's organization from those shown in the Statement of Qualifications (SOQ), the Proposer shall obtain written approval of the change from the Commission prior to submitting its Final Technical Proposal. Such requests must be accompanied with the information specified for such entity in the SOQ. If a Major Participant is being deleted, the Proposer must submit such information as may be required by the Commission to demonstrate that the changed Proposer, Major Participant or Key Personnel still meets the SOQ criteria (both pass/fail and qualitative). The Commission is under no obligation to approve any such changes and may do so in its sole discretion.



6.11 Project Rights and Disclaimers

Notwithstanding anything to the contrary contained in this RFP or the Contract, the Commission reserves the right, in its sole discretion, to:

- a) investigate the qualifications of any Proposer;
- b) require confirmation of information furnished by a Proposer;
- c) require additional evidence of qualifications to perform the Work;
- d) reject any or all of the Proposals;
- e) issue a new request for proposals;
- f) cancel, modify or withdraw the entire RFP, or any part hereof;
- g) issue addenda, supplements and modifications to this RFP;
- h) modify this RFP process;
- i) solicit BAFOs from the Proposers;
- j) appoint evaluation committees to review Proposals and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- k) hold meetings and conduct discussions and correspondence with the Proposers to seek an improved understanding of the responses to this RFP;
- l) seek or obtain data from any source that has the potential to improve the understanding of the responses to this RFP;
- m) permit corrections or supplements to data submitted with any response to this RFP;
- n) approve or disapprove changes in the Proposer team or Proposal, a substitution of any of the Major Participants will be carefully scrutinized and may result in disqualification of the Proposer;
- o) require correction of or waive deficiencies, informalities and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal;
- p) disqualify any Proposer that changes its submittal without the Commission approval; and
- q) hold the Proposals and Proposal Security under consideration for a maximum of 160 Calendar Days after Award is made.



This RFP does not commit the Commission to enter into the Contract or any other Contract. The Commission assumes no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP. Except for payment of the stipend to certain Proposers, all of such costs shall be borne solely by each Proposer.

In no event shall the Commission be bound by, or liable for, any obligations with respect to the Project until such time, if at all, as a Contract, in form and substance satisfactory to the Commission, has been executed and authorized by the Commission, and then only to the extent set forth therein.

6.12 Escrowed Proposal Documents

6.12.1 Format of Escrowed Proposal Documents

The Escrowed Proposal Documents (EPD) shall contain information regarding the Proposer's assumptions made in developing its Price Allocation and Base Case Financial Model. The Proposer shall submit an electronic and a hard copy of the EPD in such format as it used in preparing its Proposal.

6.12.2 Review of Escrowed Proposal Documents

The Proposer shall deliver with its Final Technical Proposal, a signed original of the escrow agreement on Form M. Within seven Calendar Days after the due date of the Final Technical Proposal and Price Allocation, the Proposer shall deliver the EPD, with a completed copy of Book 1, Exhibit I, to the Commission as specified in Book 1, Section 22 of this RFP. The Commission and the Proposer shall review the EPD prior to Contract execution or Contract negotiations, if applicable, to determine whether they are complete. Such representatives shall also organize and index the EPD in accordance with Book 1, Section 22 of this RFP. The Commission will retain a copy of the index.

If, following the initial organization, the Commission determines that the EPD are not complete, the Commission may require the Proposer to supply data to make the EPD complete. Incomplete EPD may render the Proposal non-responsive and may result in the forfeiture of the Contractor's Proposal Security. The EPD will be available for joint review in conjunction with Book 1, Section 22.

6.12.3 Return of Escrowed Proposal Documents

The EPD will be returned to each unsuccessful Proposer after the Contract is executed and Financial Close is completed with the successful Proposer or if all Proposals are rejected or withdrawn. The return of the successful Proposer's EPD will be in accordance with Book 1, Section 22.



6.12.4 The Commission's Acknowledgment

The Commission acknowledges that the EPD and the information contained therein are being provided to the Commission only because it is an express prerequisite to entering into the Contract and agrees to notify the Contractor if the Commission is requested to provide information regarding the EPD under a Missouri Open Records (Sunshine) Law request.

7 PROTEST PROCEDURES

7.1 Protests Regarding Request for Proposal Documents

Any Proposer that is aggrieved in connection with the RFP may protest the terms of the RFP Documents prior to the time for submission of Proposals on the grounds that:

- a) a material provision in the RFP Documents is ambiguous;
- b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or
- c) the RFP Documents exceed, in whole or in part, the authority of the Commission.

Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Bridge Improvement Project Director in an effort to remove the grounds for protest. Written protests regarding the RFP Documents shall completely and succinctly state the grounds for protest and shall include, as a minimum, the following:

- a) The name and address of the protester.
- b) Appropriate identification of the procurement by Project Award number.
- c) A statement of the reasons for the protest.
- d) All available exhibits, evidence or documents substantiating the protest.

Protests regarding the RFP Documents shall be filed by hand delivery to The Bridge Improvement Project Director at Missouri Department of Transportation, within seven Business Days after the protester knows or should have known of the facts giving rise to the basis for the protest. The Proposer is responsible for obtaining proof of delivery.

No evidentiary hearing or oral argument shall be provided, except, in the sole and absolute discretion of the Director of Transportation, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or the Commission. The Director of Transportation or his designee will issue a written decision regarding the protest after the



Commission receives the detailed statement of protest or any allowed (discretionary) evidentiary hearing or oral argument. Such decision shall be final and conclusive. The Director of Transportation or his designee will deliver the written decision to the protesting Proposer, with a copy to the other Proposers.

If necessary to correct any error, omission or ambiguity identified by the protest, the Commission will make appropriate revisions to the RFP Documents by issuing addenda. The failure of a Proposer to raise a ground for a protest regarding the RFP Documents shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests. The Commission may extend the Proposal Due Date, if necessary, to include any such protest issues.

7.2 Protests Regarding Responsiveness, Best Value Evaluation or Award

Protests regarding the Commission's approval of changes in Proposer's organization or decisions regarding responsiveness, best value evaluation rankings or Award of the Contract must be filed by filing a written notice of protest by hand delivery or courier to the Director of Transportation with a copy to the Project Director. The protesting Proposer shall concurrently file a copy of its notice of protest with the other Proposers. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any decision to accept or disqualify any Proposal on responsiveness grounds must be filed within five Calendar Days after notification of non-responsiveness.

If a notice of protest is filed, the Commission may proceed with BAFOs or negotiations but shall not Award the Contract until the protest is withdrawn or decided, unless the Commission determines that the public interest requires it to proceed with the Award prior to a decision on the protest, or that the protest is so wholly lacking in merit that the protestant is unlikely to succeed in the protest. Such a determination shall be in writing and shall state the facts upon which it is based.

Within seven Calendar Days of the notice of protest, the protesting Proposer must file with the Director of Transportation, with a copy to the Project Director, a detailed statement of the grounds, facts and legal authorities, including all documents and evidentiary statements, in support of the protest. The protesting Proposer shall concurrently deliver a copy of the detailed statement to all other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden to prove that the decision of the Commission was arbitrary and capricious.

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



Other Proposers may file by hand delivery or courier to the Director of Transportation, with a copy to the Commission Project Director, a statement in support of or in opposition to the protest. Such statement must be filed within seven Calendar Days after the protesting Proposer files its detailed statement of protest. The Commission will promptly forward copies of any such statements to the protesting Proposer.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole and absolute discretion of the Director of Transportation, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or the Commission. The Director of Transportation or his designee will issue a written decision regarding the protest within 30 Calendar Days after the Commission receives the detailed statement of protest or any allowed (discretionary) evidentiary hearing or oral argument. Such decision shall be final and conclusive. The Director of Transportation or his designee will deliver the written decision to the protesting Proposer and copies to the other Proposers.

If the Director of Transportation or his designee concludes that the entity filing the protest has established a basis for protest, the Commission may withdraw or revise its decisions, rankings or Award, or take any other appropriate actions, including issuing a new RFP.

8 CONTRACT EXECUTION

8.1 Required Items

Should conforming Contract negotiations not conclude as listed in Section 2.5, the Contractor and the Commission may mutually elect to extend the conformed Contract schedule.

At the conclusion of conforming Contract negotiations, the Contractor shall have 30 Calendar Days to deliver to the Commission the following:

- a) Signed Contract, four executed duplicate originals, or three plus the number required by the Contractor, together with evidence of the signatory authority of the signatories thereto. All original signatures shall be in blue ink.
- b) Approvals of each member or partner of the Proposer of the final form of the Contract.
- c) Performance Security, in full force and effect at the date the Commission issues the Final Notice to Proceed, in the form shown in Book 1, Exhibit D1 and/or D2, and all Performance Securities shall be in accordance with Book 1, Section 8, together with evidence of the signatory authority of the signatories thereto.
- d) Payment Bond(s), in full force and effect at the date the Commission issues



the Final Notice to Proceed, in the form shown in Book 1, Exhibit E, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in Book 1, Section 8, together with evidence of the signatory authority of the signatories thereto.

- e) Insurance certificates required under Book 1, Section 9 in full force and effect at the date the Commission issues the Final Notice to Proceed.
- f) Documentation from the Proposer and each Major Participant that clearly depicts entitlement under the laws of the State of Missouri to undertake and perform the Work. Said documentation shall include copies of construction licenses and evidence that the Proposer or its designated design firm is licensed to carry out the design portion of the Work.
- g) Opinion of counsel for the Contractor, which counsel shall be approved by the Commission, which may be in-house or outside counsel, provided that the enforceability opinion shall be provided by attorneys licensed in the State of Missouri, in substantially the form shown in Form Q.
- h) Authorization Documents:
 - i) Organizational Documents - The Contractor shall provide a copy of the articles of incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company operating agreement or equivalent organizational documents for the Contractor and each design build contractor and maintenance contractor, which documents shall be consistent with the responsibilities to be undertaken by the Contractor under the Contract.
 - ii) Evidence of Good Standing and Qualification to do Business - If the Contractor is a corporation or limited liability company, the Contractor shall provide evidence that the Contractor is in good standing in the state of its incorporation/organization and of current qualification to do business in the State of Missouri. If the Contractor is a joint venture or partnership, the Contractor shall provide the foregoing evidence for each member of the joint venture or each general partner.
 - iii) Authorization to Bind Contractor - The Contractor shall provide evidence in the form of a certified resolution of its governing body and, if the Contractor is a partnership, joint venture or limited liability company, of the governing bodies of the Contractor's general partners, joint ventures or members, evidencing the capacity of the person(s) signing the Contract to bind the Contractor should the Commission elect to accept it without negotiations or BAFOs.
 - iv) The Contractor shall also provide appropriate evidence regarding the authority of any designated individual(s) to sign the certificates required by this RFP on behalf of the Contractor - Such authorization may take the form of a certified copy of corporate or other resolutions



authorizing the same.

- v) Authorization to Negotiate - The Contractor shall provide appropriate evidence regarding authorization of one or more individuals to participate in the negotiation process described herein and make binding commitments to The Commission in connection with this RFP. Such authorization may take the form of a certified copy of corporate or other resolutions authorizing the same.
- vi)
 - Joint and Several Liability - If the Proposer is a joint venture, partnership or limited liability company, the Proposer shall provide a letter from each partner or member of the joint venture or limited liability company stating that the respective partner or member of the joint venture or limited liability company agrees to be held jointly and severally liable to the extent of any Subscribed Equity Amounts for any obligations of the Proposer under the Proposal and under any Contract or other agreement arising therefrom; or
 - the Contractor shall provide the flow down agreements for all design build and maintenance first tier direct Subcontracts with their organizational chart and the Commission shall be a named third party beneficiary of such agreements, subordinate to the lenders and the Contractor will comply with Book 1 Section 7. The Commission reserves the right to approve first tier direct Subcontracts with such approval not to be unreasonably controlled or conditioned.

If the Commission does not execute the Contract within 10 Calendar Days following the receipt from the successful Proposer of the information and documents listed in this Section 8.1, the Proposer shall have the right to withdraw the Proposal without penalty and the Commission will have the obligation to pay the Proposer the stipend.

At the conclusion of conforming Contract negotiations, the Commission shall have 30 Calendar Days to deliver to the Contractor a legal opinion issued by the Commission's legal counsel in the form shown in Exhibit U. Subsequently, the Commission will deliver to the successful Proposer two copies fully executed Contracts. All original signatures shall be in blue ink.

8.2 Financial Close

The Contractor shall have no more than 90 Calendar Days following Commission execution of the conforming Contract to secure Financial Close. At Financial Close the Contractor shall deliver a letter to the Commission stating that the precedent conditions relating to financing have been satisfied or waived. Immediately prior to Financial Close, the Commission will verify the effects of interest rate changes upon the Base Case Financial Model and issue Final Notice to Proceed per the conditions of section 8.3.



8.3 Market Interest Rate Adjustment

The Commission will bear the risk and have the benefit of changes in market interest rates for debt components, either positive or negative, for the period from close of business on October 29, 2007 through Financial Close. The required returns on equity components will not be adjusted during this period. The debt components referenced above shall include a market rate adjustment for the investment rates and proceeds of the bonds, which are to be invested in a construction fund or capitalized interest fund as of Financial Close.

The market interest rate adjustment, if any, will be based upon the change in appropriate benchmark indices as identified and contained in the Base Case Financial Model and reported in Form O. Some examples of an appropriate benchmark index are as follows:

- a) For tax-exempt bonds, private activity bonds and/or alternative minimum tax bond options use the *Municipal Market AAA Index* (MMD) published by Thomson Financial for the maturity equivalent to the average life of the debt financing;
- b) For taxable financing options use the *Mid-Market Fixed Swap Rate* offered in exchange of *LIBOR* for the maturity equivalent to the average life of the debt financing.

The Proposer may propose other or combined indices that more appropriately match the assumed cost of the specific debt capital components used within the Base Case Financial Model. The benchmark indices must be independently verifiable by an outside creditable market data source.

No later than 5 Business Days and no sooner 17 Business Days prior to the Scheduled Date for Financial Close, the Proposer and the Commission shall agree to the change in the benchmark indices, reflect such change in the Base Case Financial Model and agree to the exact impact to the Contract Price.

In the event the benchmark indices as identified and contained in the Base Case Financial Model and reported in Form O increases by more than 40 basis points, the Commission may elect, upon written notice to the Contractor, to either delay or not issue the Final NTP. Unless mutually agreed upon between the Contractor and the Commission, such delay shall be no more than 30 days from the Scheduled Date for Financial Close, after which time the Commission will be deemed to have elected not to have issued the Final NTP. If the Commission elects not to issue the Final NTP or delays more than 30 days without mutual agreement as to extension, the Commission will pay the Proposer in accordance with Exhibit J.