Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Phillip Eng, Interim MassDOT Secretary
Jonathan L. Gulliver, Undersecretary and Highway Administrator

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION

Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River

in the Towns of

NORWELL-PEMBROKE-MARSHFIELD

Proposal No. 607349-CCCCC

Best Value Design-Build Procurement

Federal-Aid Project No. HIP(NGB)-003S(982)X

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Phase 2

Request for Proposals

VOLUME I OF III

Instructions To Proposers

DRAFT
June 4, 2026

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
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LIST OF ATTACHMENTS

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STIPEND AGREEMENT

DESIGN COST STATEMENT

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DOCUMENT B00420 PRICE PROPOSAL FORM

C: [RESERVED FOR FUTURE USE]

D: ESCROW FORMS

ESCROW AGREEMENT

ESCROW EXHIBIT 1 – BID DOCUMENTATION ASSEMBLY CERTIFICATION

ESCROW EXHIBIT 2 – BID DOCUMENTATION DELIVERY CERTIFICATION

E: ATC RULES ACKNOWLEDGEMENT

F: CONFLICT OF INTEREST DISCLOSURE FORM

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Chapter 1: Introduction

1.1 PROJECT OVERVIEW

The Massachusetts Department of Transportation – Highway Division (MassDOT), invites Proposals from Design-Builders to design and construct the Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River Design-Build Project in the Towns of Norwell, Pembroke and Marshfield (Proposal No. 607349-CCCCC), as further described in this Request for Proposals (RFP). The term "Design-Builder" shall mean an individual, sole proprietorship, firm, partnership, joint venture, corporation, or other legal entity that provides Design-Build services and has responded to MassDOT's Request for Letters of Interest.

A Best Value Design-Build (BVDB) Procurement process shall be used for the Project. A BVDB procurement is a two-phase selection process which begins after MassDOT gives public notice of the Project, and solicits and receives Letters of Interest from Proposers. Phase 1 consists of creating a short list of qualified Design-Builders (Proposers) as determined by responses to a Request for Qualifications (RFQ). Phase 2 consists of the submission of Technical and Price Proposals by Proposers in response to an RFP, and Contract Award to one Proposer (Design-Builder) based on Best Value, the highest overall value to MassDOT, considering quality and cost. This BVDB Procurement is authorized under M.G.L. c. 149A, § 14 *et seq*.

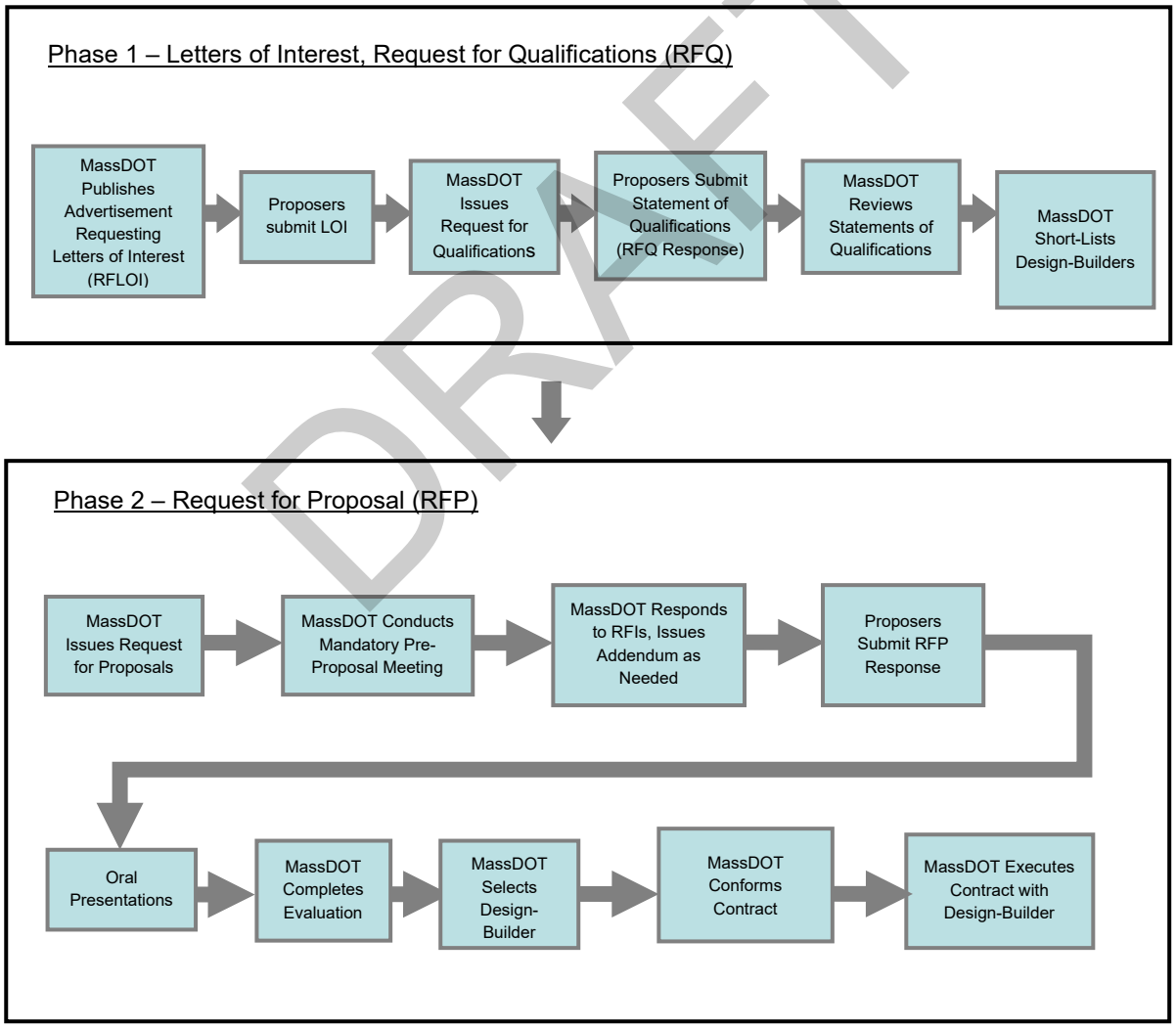
MassDOT has established a preliminary Project cost estimate of $103,050,000.00 for Proposal No. 607349-CCCCC. Refer to RFP Volume II, Section 4.1 Project Overview and Existing Conditions and Section 4.2 Scope of Work.

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1.2 SELECTION PROCESS

Through the two-phase process, MassDOT will select the Proposal with the Best Value to MassDOT and the Commonwealth, in which the combination of technical, qualifications, project management, schedule, operating, and pricing factors meet or exceed MassDOT's requirements identified in the RFP. The process is illustrated in Figure 1. Note that the RFQ process occurs in Phase 1 and the RFP process occurs in Phase 2. MassDOT has established a Selection Committee which will be responsible for the evaluation and ranking of the Proposals on the basis of the evaluation criteria set forth in the RFP. The members of the Selection Committee have been approved by the Chief Engineer.

Figure 1: Two-Phase Procurement Process Diagram



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1.3 SCHEDULE OF EVENTS

The following table provides the Proposed Schedule of Events for this Project through Notice to Proceed.

Table 1: Schedule of Events

Phase 1: Letter of Interest (LOI) and Request for Qualifications (RFQ)		
EVENT	**DATE**	**TIME**
Advertisement of Project Request for Letter of Interest in: MassDOT Weekly AD, COMMBUYS, Local Newspapers / Central Register	12/13/2025	
Letters of Interest Due	3/10/2026	12:00 PM
RFQ Mailed to Interested Parties Submitting a LOI	3/11/2026	
RFQ Briefing (Virtual by email invitation)	3/24/2026	10:00 AM to 12:00 PM
MassDOT A&E Construction Prequalification Applications Due	3/30/2026	5:00 PM
RFQ Close date for questions	3/31/2026	12:00 PM
Statements of Qualifications Due	4/14/2026	12:00 PM
Design-Builders Short-Listed	5/15/2026	
Design-Builders Notified	5/18/2026	
Phase 2: Request for Proposals (RFP)		
EVENT	**DATE**	**TIME**
DRAFT RFP Issued to Short-Listed Design-Builders	6/04/2026	
Confidential DRAFT RFP Meeting (Virtual)	6/24/2026	
FINAL RFP Issued to Short Listed Design-Builders	7/16/2026	
Mandatory Pre-Proposal Meeting (Virtual, by email invitation)	7/28/2026	10:00AM - 12PM
ATC Meeting - 1	8/04/2026	TBD
ATC Meeting - 2	8/25/2026	TBD
ATC Meeting **- 3**	TBD	
Last Day to Submit Final ATCs	9/08/2026	
RFP Close date for Questions	10/15/2026	
Technical & Price Proposals Due	10/30/2026	2:00 PM
Oral Presentations	11/13/2026	TBD
Public Price Proposal Opening Date	12/10/2026	2:00 PM
Anticipated Award Date	TBD	
Anticipated Notice to Proceed	2/16/2027	

***Schedule will be provided in advance of the Presentations**

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1.4 CONTACT INFORMATION

The Contact Person for this procurement is:

Eric Cardone P.E.
Construction Contracts Engineer
Massachusetts Department of Transportation – Highway Division
Ten Park Plaza, Room 7874
Boston, MA 02116
(857) 368-9524
massdotspecifications@dot.state.ma.us
ATTN: Laura Montiel, Design-Build Project Manager

1.5 MANDATORY PRE-PROPOSAL MEETING

A mandatory Pre-Proposal meeting is scheduled as specified under Section 1.3. This meeting will be held virtually. Proposers may submit requests for clarification at the pre-proposal meeting.

1.5.1 UTILITY PRE-PROPOSAL MEETING

MassDOT may also schedule a utility pre-proposal meeting. Short Listed Design-Builders shall be notified of this meeting and be required to attend. If the proposer has any questions after this meeting, they shall be submitted in accordance with Section 1.6

1.6 SUBMISSION OF QUESTIONS

Proposers may submit written questions and requests for clarifications on the information contained in this RFP no later than the time and date specified in Section 1.3: Schedule of Events. All inquiries must be in writing and directed to MassDOT at the following email address: massdotspecifications@dot.state.ma.us. All inquiries must contain the project number, project name and municipality in the email subject line. Answers to all substantive questions shall be made available to each Proposer contact person identified in the Proposal via email. When appropriate, revisions, substitutions, or clarifications shall be issued as official addenda to the RFP. The source of the question shall not be disclosed within the response.

1.6.1 SUBMISSION OF QUESTIONS RELATED TO UTILITIES

If a proposer has any questions related to utility coordination or agreements, they shall be submitted in accordance with Section 1.6

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1.7 PAYOUT SCHEDULE

This Project shall be a lump sum Contract with payment terms subject to the Terms and Conditions in Section 3.4: Price Proposal specified hereinafter.

1.8 TERMS AND DEFINITIONS

The Terms and Definitions located in Volume II – Technical Provisions, Appendix A apply to this RFP, and are organized as follows:

Appendix A: Terms and Definitions

PART A: Terms

PART B: Definitions

1.9 REFERENCE DOCUMENTS AND STANDARDS

1.9.1 REFERENCE DOCUMENTS

- MassDOT Design Build Procurement Guide https://www.mass.gov/files/documents/2017/10/24/DesignBuildGuidelines.pdf
- Project-Specific Reference Documents (See Volume II – Technical Provisions, Appendix C)

Project-Specific reference documents as identified in Volume II - Appendix C are being provided to each Proposer; via a Dropbox link furnished by MassDOT. All plans, special provisions, reports, and comments provided are for reference use only. The Base Technical Concept (BTC) was developed to represent MassDOT preferences and to establish the minimum baseline requirements that must be equaled or exceeded by the Design-Builder. All Proposers acknowledge by receipt of such plans that they explicitly understand that while these plans have been advanced to the level shown by MassDOT, the Design-Builder will be required to provide a final, complete Project design that is stamped and sealed by its own designer of record, for review and approval by MassDOT and possible third parties. Revisions or additions to information in the reference plans being provided may be necessary. MassDOT makes no representations as to the accuracy or completeness of information contained in any documents not obtained from MassDOT, and will not be responsible in any way for a Proposers reliance on or utilization of the contents of such documents. The Proposer shall perform supplemental testing, data collection, survey, borings, etc. as necessary. Utilities may be relocated, replaced or augmented by their respective owners during the Proposal Phase. The Design-Builder shall monitor any such utility relocations and coordinate with any utility agencies if utilities are in conflict with their proposed work.

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1.9.2 AASHTO AND MASSDOT STANDARDS

AASHTO and MassDOT Standards to be applied by the Proposer are in RFP Volume II – Technical Provisions, Section 1.2.2.

1.9.3 FEDERAL HIGHWAY ADMINISTRATION STANDARDS

Federal Highway Administration Standards to be applied by the Proposer are in Volume II – Technical Provisions, Section 1.2.3.

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Chapter 2: Procurement Process

2.1 RECEIPT OF RFP DOCUMENTS AND OTHER NOTICES

This RFP has been distributed as an RFP package to all Proposers. Modifications to any proposal documents will be made through the Addendum process and posted on www.bidx.com. The complete addenda including updates to Volume II appendices will be uploaded to the Project RFP Dropbox folder. MassDOT will alert each Proposer Contact Person identified in the Proposal of any addenda via e-mail. The Proposer shall take responsibility for incorporating the revised data into the proposal upon notification from MassDOT. The Proposer must provide an email address to MassDOT for receipt of addenda notification. The Proposer shall provide an email verification of receipt of the addenda and/or modification to massdotspecifications@dot.state.ma.us within twenty-four (24) hours of issuance.

The Proposer shall specify the addressee of any notices or addenda to be sent to the Proposer by MassDOT. Failure to so notify MassDOT may result in the Proposer failing to receive addenda, notices, and/or other important communications from MassDOT.

Any questions, requests for clarification, addenda acknowledgements or any other communications to MassDOT under this RFP are required to be sent to: massdotspecifications@dot.state.ma.us. Any confidential submissions or communications related to Alternative Technical Concepts are addressed in Section 2.4.2

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2.1.1 DRAFT RFP DOCUMENTS:

MassDOT plans to conduct a confidential meeting with each Proposer to review the DRAFT RFP to identify design, construction, and Environmental criteria that may warrant further clarification or revisions prior to final issuance of the RFP.

This one (1) hour and fifteen (15) minute meeting will be held on or about the date specified under Section 1.3, Schedule of Events, meeting start times to be **8:30 AM, 10:30 AM or 1:00 PM** requested via an email to Narayana.Kolla@dot.state.ma.us. This meeting will offer the Proposer an opportunity for an informal and high-level review of the draft RFP including Project specific criteria and constraints in advance of Alternative Technical Concept (ATC) process. Issuance of the Final RFP is anticipated for release on the date specified in Section 1.3: Schedule of Events. No financial information shall be disclosed or discussed at these meetings.

At the confidential Draft RFP meeting, MassDOT is interested in discussing each Proposer's assessment of schedule risks and limitation of operations (Railway and roadway) needed in the final RFP Technical Provisions in order to optimize the construction so that Project Goals of safety, quality, and reduced regional and user impacts are achieved.

2.1.2 CONFIDENTIAL DRAFT RFP MEETING GUIDELINES

This meeting will be confidential. Proposers are to invite MassDOT, MassDOT's Preliminary Design Consultant, and FHWA participants to attend a confidential on-line/virtual meeting hosted by the Proposer. MassDOT shall provide the email addresses of participants two (2) Business Days in advance of the meeting. The Proposer shall not seek to obtain an unfair competitive advantage over any other Proposer. Each Proposer is prohibited from discussing the DRAFT RFP with members of the MassDOT Selection Committee, MassDOT personnel, or MassDOT consultants outside of the confines of this meeting.

Proposer Team Members attending the informational confidential meetings will be required to sign an acknowledgment of meeting rules and identify all participants. All participants must attend virtually via webcam – conference calls will not be permitted.

During each meeting, the Proposer may ask questions and/or discuss their concerns relative to the DRAFT RFP. The Proposer shall be prepared to present PowerPoint/PDF with written questions and provide them to MassDOT at least a day in advance of the meeting. After Proposer's comments and questions, MassDOT will temporarily leave the Confidential RFP meeting for up to thirty (30) minutes for internal discussion, rejoin the meeting, and may provide general clarifications and/or responses regarding the Draft RFP. Questions that are not addressed during this Confidential Draft RFP meeting may be addressed in the Final RFP. Questions answered by MassDOT will solely focus on the substance of the DRAFT RFP and the manner in which they may affect the scope of ATCs and/or Technical Proposals.

The Proposer shall note that formal addenda will not be issued during this DRAFT RFP phase, any modifications to the RFP will be reflected in the Final RFP anticipated for release on the date specified in Section 1.3: Schedule of Events. Any general clarifying questions that are not addressed in the FINAL RFP may be submitted through MassDOT Specifications at massdotspecifications@dot.state.ma.us as noted in Section 2.1.

MassDOT reserves the right to change or clarify the RFP Design Criteria or Project Requirements based on information or issues raised during this confidential meeting.

2.1.3 CONFIDENTIAL DRAFT RFP MEETING ATTENDEES

Meeting attendees may include Selection Committee Members, MassDOT Office of the General Counsel, and the Federal Highway Administration (FHWA) as well as any appropriate MassDOT technical experts, including the preliminary design team. The MassDOT Office of the General Counsel Representative will ensure that all parties abide by the meeting process and adhere to the confidentiality agreements.

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2.2 EXAMINATION AND INTERPRETATION OF RFP DOCUMENTS

RFP Documents will be provided to each Proposer through the MassDOT issued RFP Dropbox folder link.. Proposers shall be solely responsible for examining, with appropriate care, the RFP Documents, including any addenda issued, and for informing themselves with respect to any and all conditions that may in any way affect the amount or nature of the Proposal or the performance of the obligations of the Contract in the event of award. Failure of a Proposer to examine and inform themselves shall be at its sole risk and no relief for error or omission will be provided by MassDOT.

Proposers are responsible for reviewing the RFP Documents and any addenda, and for requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposers otherwise fail to understand. Any such request shall be submitted in writing at any time during the Proposal preparation period, but must be received by MassDOT not later than the time and date specified in Section 1.3: Schedule of Events. Phone requests will not be accepted. Email copies of each request made must be sent to massdotspecifications@dot.state.ma.us.

If MassDOT determines that such interpretation or clarification requires a change in the RFP Documents, MassDOT will prepare and issue addenda. MassDOT will not be bound by, and Proposers shall not rely on, any oral communication regarding the RFP Documents. Proposers may not rely on any communication except written communications as described in the RFP Documents. If a Proposer has meetings or discussions with other agencies or entities during the procurement phase, the Proposer shall be responsible for verifying with MassDOT any information received from such meetings.

2.3 ADDENDA AND CLARIFICATION NOTICES

MassDOT reserves the right to revise the RFP Documents at any time before the Proposal Due Date. Such revisions, if any, will be announced by addenda to the RFP Documents. Copies of such addenda will be furnished to the Proposers through the MassDOT issued RFP Dropbox folder link. If any addendum significantly impacts the RFP, as determined at MassDOT's discretion, MassDOT may set a new Proposal Due Date. The announcement of such new date will be included in the Addendum.

The Contract provides that the Project shall be subject to MGL c. 149a, s. 14 *et seq*.

MassDOT may publish periodic clarification notices listing questions received from Proposers in accordance with Sections 2.1 and 2.2, although not identifying the submitting Proposer, and the answers given by MassDOT. Clarification notices will be emailed to all Proposers.

Each Proposer shall acknowledge through Bid Express, the receipt of all clarification notices and addenda. The Contract will be based upon all clarification notices and addenda whether or not acknowledged.

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2.4 TECHNICAL CONCEPT PROPOSAL(S)

2.4.1 BASE TECHNICAL CONCEPT (BTC) PROPOSAL

The "Base Technical Concept" or "BTC" includes the design concepts for the proposed Bridge Replacements and geometric improvements which make up the Design referenced in the RFP and Contract Documents. All Proposals must incorporate the BTC without any exceptions to or deviations from the requirements of the RFP Documents unless exceptions to or deviations from the requirements of the RFP Documents are approved by MassDOT as Alternative Technical Concepts (ATCs) pursuant to Section 2.4.2. See Volume II – Technical Provisions and Appendix C.

2.4.2 ALTERNATIVE TECHNICAL CONCEPTS (ATCS)

Alternative Technical Concepts (ATCs) are requests by a Proposer to modify a contract requirement and must provide a solution that is equal to or better than the requirements in the BTC. ATC Options may be premised on deviations from the technical RFP requirements but must be shown to be consistent with the standards set forth in the RFP and Contract Documents. All ATCs shall comply with Environmental Approvals and permit requirements. ATCs must be pre-approved in accordance with this Section. MassDOT has chosen to use the ATC process to allow the incorporation of innovation and flexibility into the Technical Proposals and the selection decision process, to avoid delays and potential conflicts in the design associated with deferring of technical concept reviews to the post-award period, and ultimately to obtain the Best Value for the public.

The ATC process allows Proposers to submit for pre-approval proposed alternative design solutions to the BTC. MassDOT will not approve any ATC that entails a deviation from the requirements of the as-issued Contract Documents, unless MassDOT determines, in its sole discretion, that the proposed end product based on the deviation is equal to or better than the BTC.

See Volume II – Technical Provisions, Section 4.3 for details related to where ATCs will not be allowed. The Proposer will note how their proposed ATCs will affect the remaining BTC and include all relevant interdependencies. Interdependent concepts may be combined into one (1) ATC and the Proposer will need to describe/list all interdependent ATCs at the submission of the Executive Summary. Failure to describe the interdependent components may result in denial of the entire ATC. Should it be determined that a component of the interdependent ATC is not allowable, the entire ATC, or a portion thereof, may be denied.

An Interdependent ATC is defined as follows:

Interdependent ATC – A grouping of Alternative Technical Concepts composed of multiple deviations from the Base Technical Concept whose implementation is dependent on all components being approved.

An interdependency example: An ATC altering the design of the pier and/or abutment seismic retrofit. The Proposer would need to demonstrate that the redesign of the pier is interdependent upon the ability to redesign the seismic retrofit of the abutment.

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The Proposer may propose a maximum number of three (3) final ATCs, although they are permitted to propose more than three initial ATCs.

Design-Builder means and methods are not prescriptive provided that specified traffic and operational limitations in RFP Volume II are met and, therefore, do not require the submission of ATCs for approval.

Neither acceptance nor rejection of an ATC by MassDOT will entitle the Proposer to an extension of the Technical Proposal Due Date or the date the ATCs are due. Each Proposer, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers and waives any right to object to MassDOT's determinations regarding acceptability of ATCs.

2.4.2.1 ATC INFORMATIONAL MEETINGS

MassDOT will conduct at least two (2) confidential informational meetings with each Proposer to discuss each ATC submitted. The initial submission of the ATC shall include an Executive Summary which describes the concept and impact the ATC has on the BTC. Refer to Section 2.4.2.2 for submission requirements of the Executive Summary. These confidential meetings will be held prior to submittal of the Technical/Price Proposal and the Last Date for MassDOT ATC Response.

Meeting Dates:
Meeting One – Refer to Section 1.3
Meeting Two – Refer to Section 1.3
Meeting Three – As Necessary - Refer to Section 1.3

Meeting One Schedule:
The meeting for each Proposer will be up to one (1) hour and fifteen (15) minutes in length.

- 30 Minutes Proposer Presentation of conceptual ATC overviews
- 45 Minute Question and Answer Period

Meeting Two Schedule:
The meeting for each Proposer will be up to one (1) hour and thirty (30) minutes in length.

- 45 Minutes Proposer Presentation of ATCs
- 45 Minute Question and Answer Period

Meeting Three Schedule:
- As Necessary, TBD

The meeting for each Proposer will be up to one (1) hour and thirty (30) minutes in length.

- 45 Minutes Proposer Presentation of ATCs
- 45 Minute Question and Answer Period

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2.4.2.1.1 ATC MEETING ONE

The goal of this confidential meeting is to provide MassDOT with an overview of the Proposer's ATCs in order to identify unacceptable aspects of each ATC prior to further design development. It is MassDOT's intent not to reject an ATC after Meeting One if aspects of the ATC have merit and may be overcome through additional design development.

This initial meeting will offer the Proposer the opportunity to present ATCs within a maximum of a one (1) hour and fifteen (15) minutes time frame. Proposers should be prepared to answer MassDOT questions which will focus solely on presented ATCs and be limited to clarification of those ATCs and clarifications of RFP criteria related to the ATCs. No financial information shall be disclosed or discussed at these meetings.

2.4.2.1.2 ATC MEETING TWO

During the second confidential informational meeting, Proposers will be given the opportunity to further refine and re-present ATCs that MassDOT determines require additional discussion after the first meeting. An Executive Summary shall be submitted for each ATC presented at Meeting Two. This second meeting will allow Proposers to present further developments in design of the ATC and should not solely focus on comments received by MassDOT during the first meeting or received in the initial determination response letter. Resubmission of re-presented ATCs shall meet the requirements of Section 2.4.2.2.

2.4.2.1.3 MEETING GUIDELINES

MassDOT will not discuss with any Proposer the contents of any Technical Proposal or ATCs other than its own. The Proposer shall seek guidance from MassDOT and only the MassDOT Project Manager or technical lead may give pre-approval of a concept, option, or component of a concept during the meeting. The Proposer shall not seek to obtain an unfair competitive advantage over any other Proposer. Each Proposer is prohibited from discussing any ATCs or options with members of the MassDOT Selection Committee, MassDOT personnel or MassDOT consultants outside of the confines of the informational meetings.

Proposer Team Members attending the meetings should have the proper expertise to present and answer MassDOT ATC questions. Persons attending the informational meetings will be required to sign an acknowledgment of the foregoing rules and identify all participants. (See Attachment E) All participants must attend in person or virtually via webcam – conference calls will not be permitted.

During each meeting, the Proposer may ask questions relative to their presented ATCs or options and MassDOT may provide responses. Questions answered by MassDOT will solely focus on ATCs and/or options presented and the manner in which they may affect the BTC. Any general clarifying RFP questions should be submitted through MassDOT Specifications at massdotspecifications@dot.state.ma.us as noted in Section 2.1, of RFP Volume I.

MassDOT reserves the right to change or clarify the RFP Design Criteria or Project Requirements based on information or issues raised during the confidential meetings.

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2.4.2.1.4 ATC INFORMATIONAL MEETING ATTENDEES

Meeting attendees may include Selection Committee Members, MassDOT Office of the General Counsel, and the Federal Highway Administration (FHWA) as well as any appropriate MassDOT technical experts. The MassDOT Office of the General Counsel Representative will ensure that all parties abide by the ATC process and adhere to the confidentiality agreements. (See Attachment E)

2.4.2.2 INITIAL SUBMISSION OF ATCs

Proposers shall upload one copy of their Executive Summary, marked confidential to the MassDOT ATC secure Drop Box: by noontime at least three (3) Business Days prior to each ATC Meeting date specified in Section 1.3. Each ATC should be described in one page or less. Emailed submissions will not be accepted. Executive Summaries or ATC submissions may be uploaded at any time prior to the deadline indicated in Section 1.3. All confidential correspondence between the Proposer and MassDOT will be uploaded to the Proposer's established secured Drop Box folder.

For Meeting One, Proposers are to invite MassDOT, their Preliminary Design Consultant, and FHWA participants to attend a confidential on-line/virtual meeting held by the Proposer. Upon receipt of the Executive Summaries, MassDOT shall provide the email addresses of participants one (1) Business Day in advance of each ATC Meeting. Proposers are requested to upload presentation materials intended for distribution to assist in the review of the ATC to the Confidential Folder at the conclusion of the meeting.

Meeting One: The Proposer shall be prepared to present the following information in a summary fashion:

- Description of the general concept of ATCs under consideration or other appropriate descriptive information such as schematic drawings of the configuration of the ATC.
- Proposed location(s) where the ATC will be used on the Project.
- References to requirements of the RFP documents which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements.
- Identification of any possible design exceptions required by the ATC.
- Listing of potential impacts such as but not limited to vehicular traffic, transit facilities, utilities (existing locations and/or proposed relocations), pedestrian and bicycling impacts, community impacts, safety and life-cycle Project and infrastructure costs (specifically impacts on the cost of future operation, repair, and maintenance) and any other relevant impacts.
- A description of changes to the Environmental Impacts and Permits
- A list of other projects where the ATC has been used under comparable circumstances and the success of such usage.
- An explanation of why grouped alternative concepts are considered interdependent.

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Meeting Two: Proposers are to invite MassDOT, their Preliminary Design Consultant, and FHWA participants to attend a confidential on-line/virtual meeting held by the Proposer. Upon receipt of the Executive Summaries, MassDOT shall provide the email addresses of participants one (1) Business Day in advance of each ATC Meeting. The Executive Summary for Meeting Two shall include more detail of each separately titled ATC and should include the following information, presented in a summary fashion:

- Description of the general configuration of the ATC or other appropriate descriptive information such as schematic drawings of the configuration of the ATC and any schedule information beneficial to the review.
- Location where the ATC will be used on the Project.
- References to requirements of the RFP documents which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations, or a determination that the ATC is consistent with the requirements of the RFP.
- Identification of any possible design exceptions required by the ATC.
- Listing of potential impacts such as but not limited to vehicular traffic, operations and safety for any movement within the project limits, on either Interstate or on local roads, transit facilities, utilities (existing locations and/or proposed locations), bus routes, emergency response, ROW impacts, community impacts, safety and life-cycle Project and infrastructure costs (specifically impacts on the cost of future operation, repair, and maintenance) and any other relevant impacts.
- A Detailed description of any impacts to Environmental Permitting. If changes are required, provide a detailed description of the regulatory permitting strategy. This shall include information relative to the proposed change(s) in scope, changes to jurisdictional environmental impacts (linear/square footage per resource area type as applicable), revised mitigation (linear/square footage per resource area type as applicable), proposed timeline of impacts and mitigation area(s) construction, anticipated regulatory submittals and/or notifications per each agency, and timelines associated with each submittal and/or notification. Also describe if any additional impacts under Section 4(f) of the DOT Act are anticipated (as applicable), if additional tree clearing is proposed (with additional areas quantified), if an updated noise model is required and if any changes to the stormwater management system are proposed.
- A list of other projects, if any, where the ATC has been used under comparable circumstances and the success of such usage.
- An explanation of why grouped alternative concepts are considered interdependent.
- Description of added risks with implementing the ATC including 3rd party approvals.
- Discuss and identify schedule benefits.

Meeting Three: Requirements for a third ATC meeting (if necessary) will be provided.

2.4.2.3 INITIAL DETERMINATION BY MASSDOT

Within three (3) business days after each ATC meeting, MassDOT will provide written guidance and/or make one of the following determinations with respect to each presented or submitted ATC. Proposers will receive notification from MassDOT:

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- The ATC is not approved with appropriate explanation.
- The ATC requires additional discussion at the next ATC informational meeting.
- The ATC requires Final Submission and MassDOT requests the following information be included in your final ATC submission.

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Proposers shall upload any clarifying questions regarding an ATC determination into their respective ATC secure Drop Box and marked confidential ATC addressed to:

Eric Cardone, P.E.
Construction Contracts Engineer
Massachusetts Department of Transportation – Highway Division
Ten Park Plaza
Boston, MA 02116
ATTN: Laura Montiel, Design-Build Project Manager

2.4.2.4 FINAL SUBMISSION OF ATCs

Emailed submissions will not be accepted. Proposers shall upload one copy of their Final ATC, marked confidential to the MassDOT ATC secure Drop Box: by the date specified in Section 1.3 Schedule of Events – Last Date to Submit ATCs. The submissions must contain sufficient information for MassDOT to render an opinion. Each ATC including a narrative submission, technical information, and drawings are required. This submission shall be marked confidential and shall include all relevant material including applicable material presented during the confidential meetings.

Should MassDOT require clarification of final ATCs submitted, Proposers are expected to respond within two (2) Business Days. The Proposer may request clarifications on any ATC related official communication, per Section 2.4.2.3.

MassDOT will respond to the Proposer within six (6) Business Days after the final submission of the ATCs with a final determination. If the Proposer does not receive a return response from MassDOT within six (6) Business Days of MassDOT's receipt of the ATC, the Proposer shall presume that MassDOT has rejected the ATC.

Information to be included in final submission of ATCs:

- Description of the general configuration of the ATC or other appropriate descriptive information.
- Description shall be detailed and schematic drawings of the configuration of the ATC or other appropriate descriptive information, including if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information beneficial to the review.
- Location where the ATC will be used on the Project.
- References to requirements of the RFP documents which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations, or a determination that the ATC is consistent with the requirements of the RFP.
- Identification of any design exceptions required by the ATC.
- The basis of the analysis justifying the use of the ATC and why the deviation (if any) from the requirements should be allowed.

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- Analysis of potential issues with current or required Environmental Approvals.
- Listing of potential impacts such as but not limited to vehicular traffic, operations and safety for any movement within the project limits, on either Interstate or on local roads, transit facilities, utilities (existing locations and/or proposed locations),), ROW impacts, community impacts, safety and life-cycle Project and infrastructure costs (specifically impacts on the cost of future operation, repair, and maintenance) and any other relevant impacts.
- A Detailed description of any impacts to Environmental Permitting. If changes are required, provide a detailed description of the regulatory permitting strategy. This shall include information relative to the proposed change(s) in scope, changes to jurisdictional environmental impacts (linear/square footage per resource area type as applicable), revised mitigation (linear/square footage per resource area type as applicable), proposed timeline of impacts and mitigation area(s) construction, anticipated regulatory submittals and/or notifications per each agency, and timelines associated with each submittal and/or notification. Also describe if any additional impacts under Section 4(f) of the DOT Act are anticipated (as applicable), if additional tree clearing is proposed (with additional areas quantified), if an updated noise model is required and if any changes to the stormwater management system are proposed.
- A detailed history of other projects, if any, where the ATC has been used under comparable circumstances, the success of such usage, and names and telephone numbers of Project owners that can confirm such statements.
- Design calculations as necessary to support the use of the ATC.
- Description of the long-term durability of implementing the ATC.
- Description of added risks with implementing the ATC.
- Discuss and identify schedule benefits.
- If applicable, digital copy of any 3-dimensional video or PowerPoint graphic presentation presented at the ATC meeting(s).
- Any and all information requested by MassDOT in ATC Meeting One and Two initial determination letter(s).
- All supporting documents and plans shall be marked “Final Submission” and dated.

2.4.3 FINAL DETERMINATION BY MASSDOT

MassDOT will make one of the following determinations with respect to each responsive ATC:

- The ATC is approved.
- The ATC is not approved with appropriate explanation.
- The ATC is approved with the following condition(s).

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2.4.4 INCORPORATION OF ATCS INTO TECHNICAL PROPOSAL AND CONTRACT

Written approval of an ATC will constitute a change in the specific requirements of the Contract Documents associated with the approved ATC for that specific Proposer. During design development, should the Design-Builder be unable to obtain required approvals from 3rd parties for any ATC incorporated into the Contract Documents, or if the ATC otherwise proves to be infeasible, the Design-Builder will be required to conform to the original BTC requirements with no additional time to complete the Project regardless of when it is determined to be infeasible. MassDOT will not make any adjustments to the Contract value in the event that an ATC which was approved during the proposal phase cannot be implemented. Any additional costs and/or changes such as but not limited to Third party agreements/activities (utility redesign/design, regulatory permitting, railroad impacts, etc.) resulting from an approved ATC shall be the responsibility of the Design Builder with no cost and time to MassDOT.

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Each Proposer may incorporate only approved ATCs into its Technical Proposal. Copies of MassDOT's ATC approval letters for each incorporated ATC shall be included in the Technical Proposal in an Appendix. Technical Proposals with or without ATCs will be evaluated against the same technical evaluation factors, and the inclusion of an ATC, including an ATC that provides technical enhancements, may or may not receive a higher technical rating.

Except for incorporating approved ATCs, the Technical Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP Documents.

The RFP does not distinguish between a proposal that does not include any ATCs and proposals that include ATCs. Both types of proposals are evaluated against the same technical evaluation factors and a Best Value determination is made in the same manner. Following award of the Contract, the BTC, as modified to incorporate ATCs accepted by MassDOT and other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal will be considered the mandatory requirement to be met in the Design and Construction of the Facility. The Contract Documents will be conformed after Award, prior to execution of the Contract, to reflect the accepted ATCs.

2.4.5 ATC CONFIDENTIALITY

Any and all ATCs properly submitted for MassDOT consideration (including those not included in the Technical Proposal) by a Proposer and all subsequent communications regarding its ATCs will be considered confidential. If a Proposer wishes to make any announcement of disclosure to third parties concerning any ATC, it shall first notify MassDOT in writing of its intent to take such action, including details as to participants and dates, and obtain MassDOT's approval in advance.

All ATC submittals shall remain confidential until after Contract Award pursuant to M.G.L. c. 149A, § 19(5).

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2.5 PRICE PROPOSALS

All prospective Proposers who intend to bid on this Project must obtain "Request Proposal Form (R109)". The blank "Request Proposal Form (R109)" can be obtained at:
https://www.mass.gov/prequalification-of-horizontal-construction-firms.
All prospective Proposers must complete and e-mail an electronic copy of "Request Proposal Form (R109)" to the MassDOT Director of Prequalification for approval: prequal.r109@dot.state.ma.us.

All Proposers shall use Bid Express, an on-line document and bid transmission service (AASHTOWare Project Bids) developed by Info Tech, Inc., for submittal of bids. Proposers shall subscribe to the Bid Express on-line bidding exchange by following the instructions provided at www.bidx.com or by contacting:

Info Tech Inc.
5700 SW 34th Street, Suite 1235
Gainesville, FL 32608-5371
email: customer.support@bidx.com

To submit a bid, the Proposer shall have a digital identification (ID) issued by MassDOT on file with Info Tech Inc. and enabled by Info Tech Inc. This Digital ID represents the firm as an individual, partnership, corporation, limited liability company, or joint venture. By entering and submitting the Digital ID the authorized parties obligate the firm to the bid. Using this Digital ID shall constitute the Proposer's signature for proper execution of the Proposal.

Electronic bid files utilizing the AASHTOWare Project Bids bid software (Expedite) are provided through the Bid Express on-line bidding exchange at http://www.bidx.com/. The Proposer shall follow the on-line instructions and review the help screens provided to assure that the schedule of items is prepared properly. Proposers shall download and acknowledge any and all addenda files prior to submitting their final bid. Bids shall be submitted in accordance with the requirements of the Bid Express Web site.

At the designated time of the bid opening, MassDOT will accept, as the official bid, the set of proposal forms generated from the AASHTOWare Project Bids Proposal file submitted by the Proposer which includes the price proposal sheets, bid bond submittal acknowledgement, addendum acknowledgement, and affidavit of non-collusion acknowledgement.

MassDOT will not be responsible for any communications or hardware breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt or withdrawal of proposals as required above either at the Proposer's transmitting location, at MassDOT's receiving location, or anywhere between these locations, and will not be considered grounds for a bid protest. MassDOT will not be held responsible if the Proposer cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the Internet.

2.6 SUBMISSION AND WITHDRAWAL OF PROPOSALS

2.6.1 SUBMISSION OF PROPOSALS

The Technical Proposal submitted shall be clearly addressed and identified as described in Section 3.2.

Technical Proposal shall be uploaded to each Proposer's designated secured Dropbox link.

Proposals shall be submitted so that they will arrive by the date and time indicated in Section 1.3: Schedule of Events, the Proposal Due Date. It is each Proposer's sole responsibility to see that its Proposal is received as stipulated. Proposals received after the time due shall be rejected without consideration or evaluation.

Any material deemed by a Proposer to contain proprietary information shall be segmented in the Proposal and clearly identified as proprietary. Proposers shall provide responses to all information requested in these Instructions to Proposers. Failure to respond or to provide requested information may result in a determination by MassDOT that a Proposal is non-responsive.

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2.6.2 WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn at any time prior to the Proposal Due Date by means of a written request signed by the authorized representative of the Proposer. Such written request shall be delivered to MassDOT at the address identified in Section 2.1. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal provided that it is received before the time due on the Proposal Due Date. No Proposal may be withdrawn at or after the time due on the Proposal Due Date.

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2.6.3 ESCROW PROPOSAL DOCUMENTS (EPD) AND ASSOCIATED DOCUMENTS

A. Scope

Pursuant to this Section 2.6.3, each Proposer shall submit one copy of all documentary information generated in preparation of its Price Proposal, hereinafter referred to as Escrow Proposal Documents ("EPD"), as further defined below, no later than five (5) business days of the Proposal opening, to FOLEY HOAG LLP, Seaport West, 155 Seaport Boulevard, Boston, MA 02210-2600, Attn: Jeffrey B. Mullan, jmullan@foleyhoag.com, (617) 832 1110, an independent entity that receives and stores the EPD (Escrow Agent).

Escrow Proposal Documents; Information. The term "Escrow Proposal Documents" as used in this section shall consist of Information. "Information" as used herein shall mean any and all estimate calculations, quantity take-offs, material quotations, or other pricing information used to estimate the cost of each detailed component of the work. The level of detail is to correspond to each itemized component of work consistent with each individual pricing operation/component (e.g. soil compacting component of a backfilling operation). These include the detailed/itemized projection of crew costs, labor costs (for each individual or labor craft category), material costs, equipment costs, and the production rates anticipated, for each construction activity/operation detailed within each Price Proposal item. The Price Proposal back-up should include the Proposer's planned overhead costs, escalation costs, and estimated costs of work that are incidental to the Price Proposal items but necessary to complete the Contract. If the Proposer is not planning to self-perform a component of work, at the time of Price Proposal, the Price Proposal document back-up and supporting documentation shall include all information constituting the basis of the Price Proposal, including but not limited to, the corresponding quotation of Subcontractor(s), which should include detailed projection of crew costs, labor costs (for each individual/craft/category), material costs, equipment costs, and the production rates anticipated, for each construction activity/ operation detailed within each Price Proposal item. It is understood that such Subcontractor may not be under agreement, with the Proposer at the time of Price Proposal, however, it is also understood, and agreed, that the Design-Builder is solely responsible for the detailed Price Proposal prices and estimate basis that have been put forward. The term "Escrow Proposal Documents" may also include specific reference to components of manuals, which are standard to the industry, used by the Proposers in determining Price Proposals for this Project. Such manuals may be included in the Price Proposal documentation by reference. Such reference(s) shall include the name and date of the Publication and the Publisher, and must correlate the specific manual information (e.g., line item for production rate or pricing information) to the operation that is being estimated.

The term "Escrow Proposal Documents" or "Information" shall not include documents provided or created by MassDOT.

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Escrow Agent. The term "Escrow Agent" as used in this section is one that MassDOT and the Proposers collectively select and meets the following requirements:

a. The entity has sufficient clean, accessible, and safe storage location for the EPD;
b. Is within 25 miles of MassDOT Main Offices at 10 Park Plaza, Boston;
c. Has acted as a document repository or Escrow Agent previously or as a line of its business;
d. May be a bank, law firm (that has not done business with the Design-Builder in the past 3 years), trust agency, online provider with sufficient encryption, etc. and
e. Agrees to comply with the standard Escrow Agreement, Attachment D.

In the event that the selected Escrow Agent resigns or goes out of business, MassDOT and the Proposers shall collectively select another Escrow Agent.

B. Submittal of Escrow Proposal Documents, EPD Assembly Certification, EPD Delivery Certification and Escrow Agreement.

1. At the time of submission, each Proposer shall certify and agree that the EPD constitute all of the information used in preparation of the Price Proposal, and that no other Price Proposal preparation information shall be considered in resolving disputes or claims. Each Proposer also agrees that nothing in the EPD shall change or modify the terms or conditions of the Contract Documents. In the event a Proposer omits any Information required in Paragraph A, above, used in estimating its costs for the Price Proposal, then the Design-Builder will forfeit the ability and hereby waives its right to make a claim.
2. No later than five (5) business days following Price Proposal Opening, each Proposer shall deliver to the Escrow Agent the following four (4) documents:
   a. EPD Assembly Certification (Attachment D, Exhibit 1)
   b. EPD (including, but not limited to, electronic files generated in preparation of bid prices for this Project as described below in Section C, Format and Content), in a sealed envelope or containers.
   c. EPD Delivery Certification (Attachment D, Exhibit 2)
   d. Escrow Agreement
3. MassDOT reserves the right to agree to an extension of the submission deadline for good cause shown.
4. The EPD envelope or container shall be clearly marked "Escrow Proposal Documentation" and shall also show on the face of the container the Proposer's name, the date of submittal and the Proposal Number. Compliance with the terms of this Provision is within the discretion of MassDOT.
5. The EPD Assembly Certification shall be signed by an individual authorized by the Proposer to execute Price Proposals, stating that the material in the EPD constitutes all the documentary information used in preparation of the Price Proposal and that the Proposer has personally examined the contents of the EPD container and has found that the documents in the container are complete and meet the requirements of this Provision.
6. No later than five (5) business days following delivery of the above-described documents to the Escrow Agent, each Proposer shall email to the MassDOT Director of Construction Contracts & Prequalification - massdotconstructioncontracts@dot.state.ma.us, the following documents:

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a. EPD Assembly Certification executed by the Proposer (copy)
b. EPD Delivery Certification executed by the Escrow Agent (copy)
c. Escrow Agreement executed by the Proposer and the Escrow Agent (original). The original executed Agreement shall also be mailed by the BVDB to the attention of:

Leo Mooney – Director of Construction Contracts & Prequalification
Massachusetts Department of Transportation
10 Park Plaza - Suite 7360 - Boston, MA 02116

7. The Contract will not be executed until the EPD, EPD Assembly Certification (Attachment D, Exhibit 1), EPD Delivery Certification (Attachment D, Exhibit 2) and Escrow Agreement have been submitted as set forth in Section B.

C. Format and Content

The Proposer may submit EPD in its usual cost estimation format; provided that all Information is clearly presented and ascertainable. It is not the intention of this Provision to cause the Proposer extra work during the preparation of the Price Proposal, but to ensure that the EPD will be adequate to enable complete understanding and proper interpretation for their intended use. The EPD may also be provided electronically provided that a printed hardcopy of the documents is also submitted. The documents should include an index listing each Price Proposal Document submitted by author, date, nature and subject matter.

D. Document Control

MassDOT agrees to safeguard the EPD, and all information contained therein, against disclosure to the fullest extent permitted by law.

E. Payment

There will be no separate payment for compilation of the data, container or cost of verification of the EPD. MassDOT will pay for the cost of the Escrow Agent for the duration of the Project.

F. Storage

The EPD of the unsuccessful Proposers will be placed in escrow until Contract execution. The EPD of the Design-Builder will be placed in escrow for the life of the Contract and Project.

G. Examination

1. The EPD shall be examined for the following two purposes only and by the following parties only:
   a. Pre-Award verification of costs carried in the apparent successful Proposer's Price Proposal, by either the duly designated representative of MassDOT, or by the duly designated representative of MassDOT and the duly designated representative of the apparent successful Proposer. It will be solely in MassDOT's discretion to determine whether such review is required, as well as whether sole or joint review is required.
   b. Negotiation of price adjustments, change orders, or settlement of disputes/claims, by the duly designated representative of MassDOT and the duly designated representative of the Design-Builder.
2. No other apparent successful Proposer/Design-Builder supplied documents relating to pricing information used to estimate the cost of each detailed component of the work may be examined at the time of the EPD examination.

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3. No copies of the EPD, or any information contained therein, shall be copied without the written authorization of a duly authorized representative of the apparent successful Proposer/Design-Builder, which shall not be unreasonably withheld.
4. "Unreasonable withholding of approval" and "unreasonably withheld" will be defined as a delay in approval or authorization of greater than five (5) calendar days after the initial request is made.

5. Joint Examination.

    a. MassDOT and the apparent successful Proposer/Design-Builder shall provide written direction signed by MassDOT and the apparent successful Proposer/Design-Builder to direct that the EPD be made available for such joint examination. MassDOT or the apparent successful Proposer/Design-Builder shall give at least five (5) business days written notice to the other's designee of its request to examine the EPD.

    b. Unreasonable withholding of approval will be defined by a time delay of greater than five (5) calendar days after the initial request to have a Proposer's/Design-Builder's designee attend a joint viewing of the documents. Should the apparent successful Proposer/Design-Builder not respond, MassDOT's designee will review the documents in the presence of MassDOT counsel and the Escrow Agent.

    c. Access to and review of the EPD may take place only in the presence of the Deputy Chief Engineer for Construction and/or his/her designee and the authorized signatory of the apparent successful Proposer/Design-Builder or its designee.

    d. Under no circumstances shall the apparent successful Proposer/Design-Builder or MassDOT access the documents, without presence of the apparent successful Proposer/Design-Builder's designee and MassDOT's designee, at all times during the examination period. Unreasonable refusal by Design-Builder to be present or to cooperate in any way in the review of the documents after the provision of the written notice by MassDOT, will be the basis for MassDOT to reject the claim and all future claims that relate to the basis of the Price Proposal.

7. MassDOT agrees to notify the apparent successful Proposer/Design-Builder of its receipt of any request made pursuant to M.G.L. c. 66, § 10, to inspect or examine any material contained in the EPD as soon as reasonably practical after receipt of the request.

H. Final Disposition

1. MassDOT will instruct the Escrow Agent to promptly return the EPD to the unsuccessful Proposers if MassDOT decides not to execute a Contract with a Proposer after the Price Proposal opening or after MassDOT has executed a Contract with the successful Proposer.
2. MassDOT will instruct the Escrow Agent to promptly return the EPD to the Design-Builder when all of the following have occurred: all disputes regarding the Contract work have been settled, the Contract work is completed, and Final Payment has been made and accepted.
3. MassDOT and the Proposers/Design-Builder shall provide joint written confirmation to allow release of the EPD.

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2.7 EVALUATION OF PROPOSALS

MassDOT will evaluate Proposals according to the evaluation process set forth in Chapter 4: Selection Process and Evaluation Criteria. MassDOT may at any time request additional written information or clarification from any Proposer in order to assist in making its evaluation. Proposals shall initially be valid for a period of eight (8) months from the Proposal Due Date.

2.8 PROTESTS

This Section sets forth the exclusive protest remedies with respect to the RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its right to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in the RFP expressly in consideration for such waiver and agreement by Proposers. Such waiver and agreement by each Proposer is also consideration to each other Proposer for making the same waiver and agreement.

2.8.1 PROTESTS REGARDING RFP DOCUMENTS

Proposers may protest the terms of the RFP Documents on the grounds that any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement. Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with MassDOT in an effort to remove the grounds for protest. Protests regarding the RFP Documents shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Protests regarding the RFP Documents shall be filed to the address set forth in Section 2.1 as soon as the basis for protest is known to the Proposer, but in no event later than ten (10) Days before the Proposal Due Date, provided that protests regarding an Addendum shall be filed no later than five (5) business days after the Addendum is issued. No hearing will be held on the protest, but it shall be decided on the basis of the written submissions to MassDOT, whose decision shall be final and conclusive.

MassDOT will distribute copies of the protest to other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, at its sole discretion, discuss the protest with the Protester. MassDOT shall issue a written decision regarding any protest to each Proposer. If necessary to correct any error, omission or ambiguity identified by the protest, MassDOT 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. MassDOT may extend the Proposal Due Date, if necessary, to address any such protest issues.

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2.8.2 PROTESTS REGARDING RESPONSIVENESS DETERMINATION, ORAL PRESENTATIONS OR AWARD

Proposers may protest any determination regarding lack of responsiveness or any award of the Contract by filing, to the address set forth in Section 2.1, a Notice of Protest within seven (7) days after receipt of notification of non-responsiveness or the initial posting of a notice of intent to award by MassDOT, as applicable.

Within seven (7) days of the delivery of the Notice of Protest, the Protester shall file, by hand-delivery, two (2) copies of a detailed statement of the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest, with MassDOT. The Protester shall concurrently file a copy of the detailed statement with the other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The Protester shall have the burden of proving its protest. Failure to file a protest within the applicable seven (7) day period shall constitute a waiver of the right to protest the determination, authorization or award, as applicable, other than any protest based on facts not reasonably ascertainable as of such date.

Other Proposers may file, to the address set forth in Section 2.1, statements in support of or in opposition to the protest within seven (7) days of the filing of the detailed statement of protest. MassDOT will promptly forward copies of any such statement to the Protester. Any evidentiary statement shall be submitted under penalty of perjury.

MassDOT will issue a written decision regarding the protest within ten (10) days after the filing of the detailed statement of protest. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of MassDOT, a hearing or argument may be permitted, if necessary, for the protection of the public interest or in recognition of an express, legally recognized interest of the Proposer.

If MassDOT concludes that the entity filing the protest has established a basis for the protest, the issue will be submitted to the Selection Committee to determine whether the decision will have a substantial effect on the selection, and if so, how the new information will be addressed in the selection.

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2.9 PUBLIC RECORDS DISCLOSURE

Any materials submitted by Proposers shall be assumed to be subject to the Provisions of the Massachusetts Public Records Law (M.G.L. c. 66, § 10) and any other laws and regulations applicable to the disclosure of documents submitted under the RFP. MassDOT's use and disclosure of such records are governed by such laws. Except as provided in M.G.L. c. 4, § 7(26)(h), or any other applicable exemption, all records, documents, drawings, plans, specifications, and other material relating to the conduct of this procurement shall be subject to disclosure.

During the Proposal process, MassDOT will not release any information contained in any Proposal to any third party except as may be required by applicable law. MassDOT will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" by the submitting party. Any such proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such, and shall be submitted in a manner so it is easily segregated from the balance of the Proposal. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial or financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim. MassDOT will endeavor to advise the Proposer of any request to disclose any material properly labeled as proprietary, trade secrets or confidential so as to allow the Proposer the opportunity to seek a court order to protect such material from disclosure. Under no circumstances, however, will MassDOT be responsible or liable to the Proposer or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by law, by a court order, or occurs through inadvertence, mistake or negligence on the part of MassDOT, or its officers, employees, contractors or consultants.

MassDOT will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under applicable law, as to the interpretation of the law, or as to the definition of trade secrets. The submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the effect of applicable laws to the submitting party's own circumstances. Notwithstanding the representations by Proposers that material contained in a Proposal may be a "Trade Secret" or "Confidential," MassDOT shall have the right to use concepts contained therein.

In the event of litigation concerning the disclosure of any material submitted by any Proposer, MassDOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

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2.10 EX PARTE COMMUNICATION

During the RFP process (commencing on the RFP release date and continuing until Award of the Contract or cancellation of the RFP), no employee, member or agent of any Proposer shall have any ex-parte communication regarding the RFP Documents with any member of MassDOT's staff, its advisors, contractors, or consultants involved with the procurement except for communications expressly permitted by the RFP Documents. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of MassDOT.

2.11 MASSDOT'S RIGHTS

MassDOT may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the obligations described in the RFP Documents. MassDOT reserves the right to:

- reject any or all Proposals;
- issue a new Request for Proposals;
- cancel, modify or withdraw the entire RFP;
- modify the RFP process;
- appoint a Selection Committee to review Proposals, and seek the assistance of legal and technical advisors ("technical advisors") in Proposal evaluations;
- approve or disapprove changes in a Proposal;
- waive minor informalities in Proposals; and
- request supplements to the Proposal in connection with the Oral Presentation process described in Section 4.2

The RFP does not commit MassDOT to enter into the Contract, nor does it obligate MassDOT to pay for any costs incurred in preparation and submission of a Proposal or in anticipation of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid other than the payment of a stipend pursuant to the terms and provisions set forth in Section 3.10 and the Stipend Agreement included in Volume I – Instructions to Proposers, Attachment A of this RFP.

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Chapter 3: Submission Requirements

3.1 GENERAL FORMAT

The Proposal shall contain concise written material and drawings to enable a clear understanding and evaluation of both the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity and completeness of the technical approach are essential. The Proposal shall consist of text, drawings, graphs, photographs and tables, as needed, to clearly describe the Proposer's approach. An 8 ½-inch by 11-inch, single-spaced, minimum 11-point Times New Roman font format is required for typed submissions in either portrait or landscape orientation, an 11-inch by 17-inch format is preferred for drawings.

3.2 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

Proposers shall submit Proposals based on the RFP. Proposals shall be segmented into two parts: Technical Proposals and Price Proposals which must be received by MassDOT, no later than the time and date specified in Section 1.3: Schedule of Events.

The Proposer shall submit the Price Proposal through the Bid Express on-line bidding exchange at http://www.bidx.com/ (BidX) prior to the time set for opening of the Price Proposal.

The Proposer shall upload their Technical Proposal through the Proposer's secured and confidential Dropbox site provided by MassDOT by the time specified.

The Proposer is responsible for assuring that both the Technical Proposal and Price Proposal are delivered on time and to the correct location.

The time of receipt shall be considered when the Proposal has been officially documented by MassDOT as having been accepted at the designated location and when the Price Proposal has been officially submitted to BidX.

Late submissions shall not be accepted and shall be returned to the sender unopened. Delivery of the Proposal shall be at the Proposer's expense. The time of receipt shall be considered when the Proposal has been officially documented by MassDOT as having been received at the location designated above, and when the Price Proposal has been officially documented by Bidx.com as having been submitted. MassDOT will not be responsible for any communications or hardware breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt or withdrawal of proposals as required above either at the Proposer's transmitting location, at MassDOT's receiving location, or anywhere between these locations will not be considered grounds for a bid protest. The Department will not be held responsible if the Proposer cannot complete and submit a Technical Proposal due to failure or incomplete delivery of the files submitted via the Internet. Submissions received after the time and date specified in Section 1.3: Schedule of Events deadline shall be considered non-responsive.

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All Proposals submitted in response to this RFP must consist of one (1) e-Signed original of the Technical Proposal including all required attachments and be accompanied by an e-signed Letter of Transmittal.

One copy of the Proposal Letter of Transmittal shall be e-signed by an official authorized to legally bind the Proposer.

Technical Proposals electronically submitted in response to this Procurement must consist of one electronically signed copy in searchable PDF format, including all required attachments, and must be accompanied by an e-signed Design-Build Proposal Letter of Transmittal Form pursuant to M.G.L. c. 110G, §2.

3.3 TECHNICAL PROPOSAL

Technical Proposals shall contain three major sections: a Project management summary, a comprehensive technical approach and a technical appendix with resumes, detailed schedule, and supporting information. The package shall indicate clearly that it is the Technical Proposal and shall clearly identify the Proposer's name, Project description, or any other information required. Required Proposal organization is delineated in Section 3.3.2. The Proposal must contain a detailed CPM schedule, preliminary design plans as appropriate, preliminary construction sequence plans as appropriate, preliminary specifications, and technical reports to support the Proposal. The total Contract time must appear in the Proposal.

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3.3.1 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall follow the following format:

1. Each page of the Technical Proposal shall include a page number of total pages and identification of the Proposer in the page footer.
2. The Technical Proposal shall be a searchable PDF on white pages with dimensions of 8 ½ by 11 inches with right and left margins of one inch.
3. Drawings may be provided in 11 by 17 inch format in an appendix, not part of the 30-page limit
4. The Technical Proposal shall use Times New Roman font with a minimum size of eleven points.
5. Different font/sizes and an 11inch by 17 inch sheet layout will be allowed for graphics, charts, tables, figures, and captions provided that they are legible when printed and when viewed electronically. An 11 inch by 17 inch sheet size will be counted as one page toward the 30-page limit.
6. The Technical Proposal shall adhere to a maximum page limit of 30 pages in response to this RFP. The contents of the Technical Proposal Appendix shall not count toward the 30-page limit.
7. The Technical Proposal shall be submitted in electronic format in searchable PDF format as well as the schedule file.
8. Table of Contents, any inserts and/or cover pages at the start of each section **WILL NOT** count toward the total page limit.

3.3.2 TECHNICAL PROPOSAL ORGANIZATION

Technical Proposals shall be submitted in the format outlined below. To be considered, the Technical Proposal shall respond to all requirements in this part of the Instructions to Proposers. The Technical Proposals shall be evaluated as per the RFP section 4.5.2 Technical Proposal Evaluation Criteria. The required sections of the Technical Proposal are:

- Title Page
- Letter of Transmittal/Forms (**WILL NOT** count toward the total page limit)
- Executive Summary
- Section 1: Project Management and Coordination
- Section 2: Technical Approach
- Appendix: Resumes of Key Personnel, Project Schedule, and Technical Supportive information

The requirements for each Technical Proposal section are detailed below. The requirements include information that must be included in each Technical Proposal response section and shall count toward the 30-page limit except where specified.

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3.3.2.1 Letter of Transmittal/Submittal Forms

The Proposer's Technical Proposal shall include a Letter of Transmittal e-signed by an individual(s) authorized to bind the Proposer contractually. The Letter must state that the Technical and Price Proposal shall remain valid for a period of eight (8) calendar months from their submission date and thereafter until the Proposer withdraws, or a Contract is executed, or the procurement is terminated by MassDOT, whichever occurs first.

The Letter of Transmittal shall include the name, title, address, email address, and telephone number of one individual who can respond to requests for additional information, and also, of one individual who is authorized to negotiate and execute a Contract on the Proposer's behalf.

Each Proposer shall also provide appropriate evidence that the individual signing the Letter of Transmittal and all other Proposal forms is authorized to sign the Proposal on behalf of the Proposer and evidence that such person has the authority to bind the various participants making up the Proposer Team and to make the representations contained in the Proposal as well as any additional binding commitments related to the Proposal. This evidence is required.

The Letter of Transmittal form to be used is contained in RFP Volume I – Attachment A. Neither the Letter of Transmittal, nor the evidence of authorization to sign shall count towards the 30-page limit. The other form contained in Volume I – Attachment A, Stipend Agreement, must also be completed, e-signed and separately submitted as part of the Technical Proposal in order for the Proposer to be eligible to receive the stipend described in Section 3.10.

3.3.2.2 Executive Summary

The Proposer shall submit an executive summary with its Proposal. The executive summary shall be written in non-technical style and contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposal and its ability to satisfy the technical requirements of the Project. The executive summary shall not exceed one (1) double-sided page.

The executive summary shall not include any pricing information and shall, at a minimum, include the following:

- an explanation of the organization and contents of the Proposal;
- a summary of the proposed management, decision-making and day-to-day operation structure;
- a summary of the Technical Proposal; and
- particular aspects of the Proposal that may be beneficial to MassDOT in its review.

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3.3.2.3 Section 1: Project Management and Coordination

The Proposal shall set out the Proposer's management approach to Design-Build, project management philosophy, plan for executing the Project and related contract administration, and how the Proposer plans to achieve the Project requirements. The Design-Builder's Management Proposal shall clearly illustrate the team's capability to (a) control and coordinate the various Subcontractors and other resources, (b) interface with MassDOT and other Federal and State agencies, (c) control the costs and schedule of the Project, (d) comply with applicable laws, and (e) provide the experienced personnel and facilities required to successfully complete the Project.

The Design-Builder's Management Proposal shall include the sections described below.

3.3.2.3.1 PROJECT MANAGEMENT AND PERSONNEL EXPERIENCE

Provide the following:

- A chart indicating the basic structure of the Proposer's organization. The organization chart shall indicate how the following functional areas will fit in the organization and which individual or Participant will have supervisory responsibility for the functional areas:
    - Project Controls
    - Project Integration
    - Quality Control
    - Subcontracts and Procurement
    - Engineering Design, including
        - Highway
        - Civil/Stormwater and Drainage
        - Geotechnical Investigation and Design
        - Structural Design
        - Roadside Safety Design
        - Traffic Engineering
        - Traffic Management
        - Water Quality
    - Safety
    - Public Outreach/Coordination
    - Labor Relations
    - Environmental Compliance/Permitting
    - Soil and Groundwater Management
    - Survey
    - Construction Management
    - Document Control
- A narrative description of the methods to be used to ensure necessary coordination across/within the organization.

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- An affirmative statement that the resources shown or indicated in the Proposal will be available if awarded the Contract. The Proposer shall ensure and provide evidence that, if awarded the Contract, all Key Personnel identified in its Proposal will be available on a full-time basis for the periods necessary to fulfill their responsibilities.
- The Proposer acknowledges that MassDOT has relied upon the Proposer's identification of Key Personnel and Major Participants in its Statement of Qualifications in selecting the Proposer to receive the Request for Proposals and submit Technical and Price Proposals for the Project. If a Proposer believes that any change to any Key Personnel or a Major Participant identified in its Statement of Qualifications is warranted in its Technical Proposal, due to an intervening event, the Proposer shall notify MassDOT in writing of the proposed changes. The Proposer shall not change any person listed as Key Personnel or a Major Participant in its Technical Proposal without the prior written consent of MassDOT. The Proposer acknowledges that MassDOT will rely upon the Proposer's identification of Key Personnel or a Major Participant in evaluating the Proposer's Technical Proposal. In the event that any of the Persons listed as Key Personnel are proposed to be removed but remain employed by the Proposer or a Subcontractor, then the Proposer shall provide MassDOT with a written explanation for such removal to be approved by MassDOT, whose approval shall not be unreasonably withheld.
- Provide the following:
    - Describe efforts to include Disadvantaged Business Enterprise participation in the Project
- Include in the organizational chart the Key Personnel who are being proposed to be in charge of the day-to-day work on the Project as related to the Technical Approach. This includes the key persons in charge of design, construction, and Quality Control as well as the relevant experience of the personnel who shall be responsible for the areas of:
    - Project Management
    - Quality Control
    - Environmental Compliance
    - Design-Build Interface/Coordination
    - Project Design
    - Project Construction

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- At a minimum, the Key Personnel performing the functions listed below shall be identified and meet all requirements specified in RFP Volume II - Technical Provisions:
    - Project Manager (Full-time position)
    - Quality Control (QC) Administrator
    - Design Quality Control (QC) Manager
    - Design Manager
    - Lead Highway Engineer
    - Lead Structural Engineer
    - Construction Manager
    - Construction Quality Control (QC) Manager (Full-time position)
    - Fabrication Quality Control Manager
    - Construction Superintendent(s) - Full Time at site for Day/Night shift.
    - Site Safety Officer
    - Environmental Compliance Manager (Construction)

- In addition to the Key Personnel listed above, the Proposers shall also identify the Project Team Members performing the following functions:
    - Lead Traffic Engineer
    - Traffic Control Supervisor

      The TCS will be the Responsible Person in Charge of the Project work site relative to all design and/or setup and maintaining temporary traffic control in the work zone. The TCS shall be certified by the American Traffic Safety Services Association (ATSSA) and shall have completed the Traffic Control Technician training as a prerequisite for the Traffic Control Supervisor training and meet all the minimum TCS certification requirements of the ATSSA Certification Board. The TCS certification must be current and remain current for the duration of the project.
    - Lead Geotechnical Engineer
    - Public Outreach Liaison
    - Document Control Engineer
    - Lead Drainage Engineer
    - Project Scheduler
    - Civil Rights Compliance Manager

      The Design-Builder's designated person who is working under the direction of the Project Manager shall be responsible for monitoring all Civil Rights Compliance requirements and EEO goals described in the Contract Documents.

- Explain where identified personnel shall be physically located during the time they are engaged in the work.
- Identify differing work locations and address coordination between Design-Builder Team Members and Subcontractors, and the Project Management Controls to be used to ensure proper communications and work flow needed to maintain the Project schedule and budget.
- Explain how the engineering design process shall be integrated with the construction process.

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- Identify the key risk areas of the Project and address how risks will be mitigated, including but not limited to, risks identified in RFP Volume II, Section 1.4. Include all Project assumptions. Identify the managerial process tools that the Design-Builder shall employ to address these issues. Include the following:
    - Details of the scheduling approach that shall be utilized within this effort. Include details on how the Design-Builder shall identify and respond to spending trends and schedule slippage (including details how the Design-Builder shall develop and utilize an Earned Value Report in support of this Project).
    - Detail the Design-Builder's approach to managing safety requirements.
    - Detail any additional process tools that shall be utilized during this effort.

- Understanding of the Project and General Approach to Design-Build. Provide a statement of the Proposer's understanding of the Project, relating relevant experience to the specific needs of the Project. Identify any unique or special qualifications the Proposer's organization will provide in support of the Project.
- Provide an overview of any innovative technologies or accelerated techniques to be used on the Project, if any, inclusive of products and techniques. MassDOT encourages the use of accelerated construction techniques, including the use of precast elements.
- As detailed in Section 5.9 Conflict of Interest, provide a completed Exhibit A included in Attachment F, MassDOT Disclosure Form Organizational Conflicts of Interest for a determination for a potential conflict of interest for Participants per Section 5.9 or a written certification that none exist.

3.3.2.3.2 Quality Control (QC) System

Provide a brief narrative explaining the process for developing the Quality Control System and Quality Management Plan (QMP) and the approach to implementing Design QC, Construction QC, and Fabrication QC. This section of the Technical Proposal shall include at least the following:

- A narrative description of the proposed Quality Control organization, including the names and resumes of the QC Administrator, Design QC Manager, Construction QC Manager, and Fabrication QC Manager (Note: Resumes shall be included in Proposal Appendix).
- A chart showing the Proposer's QC organization and how it interrelates with the other elements of the Proposer's organization for the Project.
- A brief narrative outlining the document management procedures to be implemented.
- A description of the Proposer's Design QC System and how it will address the requirements outlined in RFP Volume II – Technical Provisions, Section 2.0.
- A description of the Proposer's Construction QC System, including QC for Fabricated Structural items, and how each will address all requirements outlined in RFP Volume II – Technical Provisions, Section 2.0.

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- A description of the Proposer's Quality Control procedures to address and minimize Non-Conformance Reports (NCRs). Provide a brief description of past experience addressing the NCRs on the DB Projects.
- Provide details as to how the Quality Control employees will be structured within the overall project management structure to ensure effective, autonomous Quality Control on both the Design and Construction side of the Project.
- Provide details of the Design-Builder's approach to independent Quality Control Oversight at Fabrication plants above and beyond the Fabricator's QC Program/QSM (Quality System Manual).
- Provide details of the Design-Builder's approach to Quality Control Oversight of the Subconsultant and Subcontractors for the Project.

3.3.2.3.3 Design and Design Management

This section shall include a summary of the approach to development of the Project design. Provide the following:

- A description of the plan for coordination of all disciplines involved in the Project, including civil, highway, structural, geotechnical, traffic, stormwater, environmental,.
- Approach at the design stage, of how construction staging, constructability, traffic restrictions and other project constraints will be addressed.
- A description of the Proposer's design process, including the internal process for design reviews. The program shall address design accuracy, quality of calculations and CAD products, roles, reporting relationships and responsibilities, procedures to be implemented, how the program will be documented, and how changes will be made to correct deficiencies.
- A description of how the design will be progressed and submitted in a timely fashion to allow for reviews by MassDOT, their designee, and FHWA, including Over-the-Shoulder Reviews and formal submittal reviews in advance of the work, providing for revisions if required.
- A brief narrative description of the proposed plan for furnishing the design for the Project, including where the designers not identified as Key Personnel will be located and how designs developed by different firms and offices will be integrated and coordinated to ensure consistency and quality.
- A description of how Early Release work will be broken out and advanced separately from the final design. This should include a list of anticipated Early Release design submissions.

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3.3.2.3.4 Construction and Construction Management

Describe the Proposer's construction management organization and how it interrelates with the other elements of the Proposer's organization for the Project. Provide a brief narrative description of the proposed plan for performing construction for the Project. This section of the Proposal shall include at least the following:

- A description of the plan for coordination of all disciplines involved in the Project, including civil, highway, structural, geotechnical, traffic, stormwater, environmental and utilities during Early Action items and construction.
- A construction organization chart for the Project, showing the relationships between functions shown on the chart and the functional relationships with Subcontractors. The chart shall indicate how the Proposer intends to divide the Project into Work Packages to enable optimum construction performance.
- A description of how the construction management will integrate the design and approval effort, the procurement effort, the determination of the staged construction approaches for the different Project elements, identification and resolution of constructability challenges, and the coordination of the construction activities within the defined Project schedule.
- A description of the Proposer's plans and procedures to ensure timely deliveries of long-lead items to achieve the Project Schedule.
- A description of the approach to construction management, including coordination with suppliers, vendors, fabrication, and erection activities.
- A description of Proposer's safety and training program and how it will be implemented.
- A description of the Proposer's plan for construction of stormwater management during all phases of construction.
- A description of how all contingency plans will be decided upon and implemented.
- A description of Proposer's Plan for Early Release for Construction items for the Project.
- A description of the Proposer's Public Outreach Plan to coordinating with MassDOT's public outreach consultant.

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3.3.2.3.5 Schedule and Cost Control

Provide:

- An explanation of the Proposer's approach to quantity estimating and how costs will be controlled. Indicate how the Proposer will maximize and maintain quality at the lowest overall cost and how price adjustments for any MassDOT-Directed Changes will be minimized;
- A description of the Proposer's intended management system to be used during all phases of the Work to control and coordinate the cost and schedule of the Work. Provide a brief narrative description of the proposed Project approach, which shall include at least the following:
    - A description of the system for preparing and updating the Project schedule and calculating progress performance, including:
        - A description of the schedule "updating" process that will be implemented (recording of actuals, forecasting, optimizing, etc.).
        - A description of how the Project Manager, Design Manager and site supervisor will use this schedule information.
        - A description of how this information will be used in project management meetings.
    - A description of the proposed plan to integrate Subcontractor activities into scheduling and reporting systems;
    - A description of how the Proposer will approach rescheduling activities to achieve schedule recovery objectives and how these objectives will be enforced;
    - The approach to implementation of Project Controls;
    - A description of plans for mobilizing the Quality Control organization;
    - A description of the construction stage that the Proposer intends to build each element of the Project
    - A description of the assumptions on MassDOT and third party review timeframes.
    - A description of how intermediate milestones will be met.

Note: as part of the evaluation/score for Schedule and Cost Control, the Proposer is instructed to provide a detailed Critical Path Method (CPM) Schedule submission with the Technical Proposal in an Appendix.

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CPM Project Schedule

The schedule shall depict the stage in the construction process that the Proposer intends to build each element/phase of the Project. The Proposer's Project Schedule shall be developed using CPM techniques and specify the time frame for interim events. These events shall include activities and durations for the elements detailed in Section 2: Technical Approach, below.

The Technical Proposal shall indicate how the Proposer intends to meet these Milestones and these Milestones shall be shown on the schedules submitted with the Technical Proposal.

The minimum information to be included in the summary CPM schedule of anticipated major Milestones and their associated phasing is as follows:

Milestone	**Anticipated Start/Completion Date (Days after NTP)**
Anticipated Award Date	
Design Schedule with appropriate Submittals and Acceptance Milestones	
• QMP Approval	
• Submittal Review & Acceptance by MassDOT/Outside Agencies	
• Survey Activities/Geotechnical Investigations/ Utility Coordination	
• Early Release for Construction Packages	
Construction Schedule	
• Major Construction Activities, Milestones, and Interim Milestones	
• Baseline Schedule Approval	
• Fabrication Activities	
• Each Construction Phase and Access Restraints	
Construction Completion	
• Full Beneficial Use & Substantial Completion	
• Development of Punch List	
• As-Built Rating Reports	
• As-Built Drawings	
• Final completion Date for All Work	
Final Acceptance / Contract Completion Date	

In developing the Project schedule, the Proposer shall use a thirty (30) day review cycle for first submittals and a thirty (30) day response period for complete project resubmittals.

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3.3.2.4 Section 2: Technical Approach

The BTC shall be used as the basis for the Technical Approach.

The Technical Approach shall identify the level and quality and the expected useful life of each of the constructed Facilities, and shall identify the performance criteria against which each aspect may be measured. Proposers are advised that the minimum design life for new roadway pavements is to be 40 years and the design life for bridges is to be 75 years. The minimum service life for bridges is to be 100 years.

The Technical Approach/Proposal shall also include the following:

3.3.2.4.1 Civil/Traffic

- General requirements and approach to design and construction of roadway, traffic staging, signing, highway lighting, and roadway safety; including limit of work transitions.
- Approach to design, implementation, and monitoring of temporary traffic control on the impacted roadways.
- Approach to Public Outreach communication of construction operations to the public, communities and agencies.
- Approach to drainage design and construction of stormwater management and water quality.
- Approach to the design and construction of temporary stormwater management during construction including temporary drainage control on bridges for each construction and demolition stage.
- Concept plans – provide concept plans that include plans, profiles, elevations and appropriate typical sections.

3.3.2.4.2 Environmental

- Approach to the final design and construction of all elements with respect to environmental permits, approvals and other environmental regulations.
- Approach to updating environmental permits and approvals as necessary to support final design and construction.
- A description of how the Proposer will work with MassDOT and the Environmental Regulatory agencies in fulfilling its obligations under this section.
- A plan for securing a National Pollutant Discharge Elimination System (NPDES) permit from the Environmental Protection Agency.

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3.3.2.4.3 Structures and Geotechnical

- A description of the approach to accelerated bridge construction if proposed.
- Approach to design of the bridge structure.
- Approach to design of the bridge superstructures and substructures. Description shall address overall design approach to conform with all applicable standards, as well as how the proposed design will limit the need for long term maintenance of the proposed structure. The approach shall also address construction methods and equipment for the fabrication, delivery, erection, final assembly, and camber management of the post-tensioned spliced prestressed concrete girders shown in the BTC.
- Approach to type selection, and design of retaining walls.
- Approach and construction sequence of demolition of existing superstructure and substructure in conformance with the limitation specified in the RFP.
- Approach to meeting the minimum 75-year design life and a minimum 100-year service life.
- Geotechnical design plan and approach, including support of excavation, cofferdams, and temporary structural supports.
- Concept plans for each structure, which shall include a key plan, profiles, plan views, bridge elevations, superstructure cross-sections, abutment section, bridge staging sections, other critical sections, access routes, and aesthetic treatments. Approved ATCs that modify the BTC Sketch Plans shall be included in the technical proposal concept plans. The Proposer's concept plans shall show all principal design elements to a level of detail consistent with MassDOT Bridge Manual Sketch Plans and as modified by accepted ATC's and serve as Bridge Sketch Plans for the Project moving forward.

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3.3.2.4.4 Construction Staging

- Approach to the staging of the construction of the work elements in a manner that maintains vehicle access while minimizing environmental impacts within approved permit requirements, maintaining structural integrity of existing bridge while in service, utilizing local and regional resources, and minimizing impacts to local businesses and residents. Work elements to be addressed include:
    - Bridge superstructure demolition
    - Bridge substructure demolition
    - Existing Bridge substructure stabilization
    - Bridge superstructure and substructure construction
    - Laydown and staging areas, including private property under consideration
    - Temporary Works for construction, demolition, and maintenance of traffic.
    - Methods for delivery of materials and equipment to site
    - Highway reconstruction (including storm drainage features, signing, temporary lighting, etc.)
- Approach to meeting noise and dust control criteria as identified in the Draft BTC Special Provisions provided in the Appendix C of Volume II – Technical Provisions.
- Approach to temporary changeable message sign installations.
- Approach to traffic mitigation during periods of reduced capacity and vehicle incidents.
- Concept plans – provide Concept plans that include appropriate sections showing the proposed construction staging and traffic management.

3.3.2.5 Appendix: Project Manager and Key Personnel Resumes/Technical Supportive Information

Include resumes for the Project Manager, Key Personnel and other team members identified in the Project Management and Coordination section and any supportive technical information.

Please Note: the contents of this appendix shall not count toward the Technical Proposal maximum page limit of 30 pages.

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3.4 PRICE PROPOSAL

The Price Proposal shall be submitted through the Bid Express on-line bidding exchange at http://www.bidx.com/. Electronic bid files are provided through the Bid Express on-line bidding exchange at http://www.bidx.com/. The Proposer shall follow the on-line instructions and review the help screens provided to assure that the schedule of items is prepared properly. The Proposer shall download and acknowledge any and all addenda files prior to submitting their final bid. Price Proposals shall be submitted in accordance with the requirements of the Bid Express Web Site.

At the designated time of Price Proposal submittal, the Bid Express web site requires a completed set of proposal forms submitted by the Proposer which includes the price proposal sheets (Document B00420), bid bond, addendum acknowledgement, and affidavit of non-collusion acknowledgement.

3.4.1 BID BOND

Every Proposal must be accompanied by a bid deposit in the form of a bid bond, or cash, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the awarding authority, MassDOT. The amount of such a bid deposit shall be 5 percent of the value of the Price Proposal. Bid Bonds shall be submitted in accordance with Subsection 2.0 of the *MassDOT Standard Specifications for Highways and Bridges*, 2026 and the instructions posted on the Bid Express Web Site.

3.4.2 PAYOUT SCHEDULE

This Design-Build Project is a lump sum contract. Payments shall be made through a payout schedule based on major work items or tasks and in conjunction with Section 9.0 of RFP Volume II – Technical Provisions.

The Proposer's Price Proposal shall include:

- The base bid to include one lump sum cost for all design, construction, and construction engineering and Quality Control system, as required, and any warranties required.
- Individual unit costs for bid items identified in the Price Proposal Form contained in Attachment B: Document B00420 Price Proposal Forms. These unit costs are intended to be used by MassDOT to validate the Proposer's Price Proposal. The Fixed Price established for Item 722.1 Schedule of Operations shall be entered as the unit cost. Please note: the unit price contained in each bid item is "all inclusive" (i.e. includes all costs associated with the item). These costs shall include, but not be limited to: design, engineering, project management, Quality Control, equipment procurement, ancillary equipment, transport, installation, integration, utilities, traffic protection, warranty, bonds, insurance and incidentals.
- Non-collusion certificate. (NOTE: Submitted as part of the AASHTOWare Project Bids Submission per Section 2.5)
- Document B00420 – Price Proposal Form

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3.5 RFP AMENDMENT

MassDOT reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment to this RFP, MassDOT, at its sole discretion, may extend the Proposal submission deadline as it deems appropriate. MassDOT will provide notifications of amendments to this RFP to Proposers.

It is the responsibility of the Proposer to monitor www.bidx.com and the email distributed from massdotspecifications@dot.state.ma.us for RFP timeframe amendments.

3.6 PROPERTY OF MASSDOT

All materials received in response to this RFP shall become the property of MassDOT and shall not be returned to the Proposer.

3.7 CONFIDENTIALITY OF TECHNICAL PROPOSALS

All Technical Proposals shall remain confidential until the time of Contract Award pursuant to M.G.L. c. 149A, § 19(5).

3.8 PUBLIC DISCLOSURE

All financial information, trade secrets or other information customarily regarded as confidential business information shall not be deemed to be public information and shall remain confidential to the extent permissible under current law. The Proposer shall clearly mark all material on individual pages that it deems confidential or proprietary "CONFIDENTIAL". The classification of the entire Proposal document, line item prices, and/or total Proposal prices as proprietary or trade secrets is not acceptable.

3.9 NON-COMMITMENT

Notwithstanding any other provision of this RFP, this RFP does not commit MassDOT to award a contract. MassDOT reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

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3.10 STIPEND

MassDOT will award a stipend in the amount of **two hundred ten thousand dollars ($210,000.00)** to each unsuccessful Proposer that submits a responsive Technical Proposal and a Price Proposal that conform to the requirements of the RFP, as determined solely by MassDOT, in accordance with M.G.L. c. 149A, sec. 19, subject to the Terms and Provisions set forth in the Stipend Agreement attached hereto in Attachment A. Upon payment of the stipend, MassDOT may use any approved ATCs and ideas, designs, means, and/or methods contained in the non-successful proposals in connection with any contract awarded for the Project or in connection with a subsequent procurement without any obligation to pay any additional compensation to the unsuccessful Proposers in accordance with M.G.L. c. 149A, sec. 19.

The Proposer's right to receive the stipend is predicated upon the timely submission of the Technical and Price Proposals, and the completion of MassDOT's review of these proposals. MassDOT will award the stipend to unsuccessful Proposers, in accordance with the terms described above, whether it awards the Contract or not. MassDOT will pay the stipend to each eligible Proposer within ninety (90) days after the execution of the Contract or the decision not to award a Contract.

To be eligible to receive the stipend, the Proposer must execute the Stipend Agreement, enclose it within its Technical Proposal, and submit the Technical Proposal by the deadline set forth in RFP Volume I – Instructions to Proposers. No exceptions to this provision will be made. If an unsuccessful short-listed Proposer elects to waive the stipend, MassDOT will not use that Proposer's approved ATCs, ideas or designs in connection with the Project or in connection with any subsequent procurement.

The Stipend Agreement shall be submitted as a separate e-signed file of the Technical Proposal.

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Chapter 4: Selection Process and Evaluation Criteria

4.1 INITIAL EVALUATION/EVALUATION OVERVIEW

The Selection Committee shall first determine whether the Proposals meet the Pass/Fail criteria and whether the Proposals are otherwise responsive to the requirements of the RFP. Committee members shall evaluate the appropriate components of the Proposals against the criteria contained in this RFP and submit the findings to the full Committee. Following the Oral Presentations, Committee members shall finalize their evaluation sheets and narratives, where appropriate.

Committee members will not evaluate the technical component of Proposals that are deemed non-responsive.

4.2 ORAL PRESENTATIONS

MassDOT may require each Proposer to present a fortifying presentation of its Proposal. According to the date specified under Section 1.3, after the Proposals are submitted, Proposers that submitted Proposals deemed responsive may be required to make an Oral Presentation (up to two (2) hours in duration) to all members of the Selection Committee. The presentation shall afford the Proposers the opportunity to highlight the significant aspects of their Technical Proposal and their understanding of the Project and offer a chance for the Selection Committee to ask clarifying questions. The Selection Committee shall decide in advance as to what Proposal information may require clarification and which of the Proposer's Key Personnel it wishes to interview. The Oral Presentation shall not be used to fill in missing or incomplete information that was required in the written Proposal. The Oral Presentation shall not be used as an opportunity by the Proposers to improve or supplement their Proposals.

Following Oral Presentations, Committee members shall complete their evaluation sheets and narratives.

4.3 PROPOSAL CLARIFICATIONS

The Selection Committee shall determine if clarifications shall be required. The Selection Committee shall notify in writing each Proposer for which clarifications of their Proposal are required in accordance with the schedule contained in this RFP. Oral Presentations may be requested and shall serve the purpose of assisting the Committee in understanding and clarifying the Proposals. Committee members may request each Proposer to address any and all incomplete issues and/or information and may request the submission of additional information for the purpose of clarifying and improving the Committee's understanding of its Proposal.

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4.4 QUALITATIVE RATINGS

Each major category and subcategory will be qualitatively evaluated by each reviewer and assigned a rating as follows:

- **EXCEPTIONAL (90-100):** The Proposer has demonstrated an approach that is considered to significantly exceed stated requirements/objectives and provides a consistently outstanding level of quality. There is very little or no risk that this Proposer would fail to meet the requirements of this aspect of the work. There are essentially no weaknesses in this item of the Proposal.
- **GOOD (75-89):** The Proposer has demonstrated an approach which is considered to exceed stated requirements/objectives and offers a generally better than acceptable quality. There is little risk that this Proposer would fail to meet the requirements of this aspect of the work. Weaknesses, if any, are very minor.
- **ACCEPTABLE (60-74):** The Proposer has demonstrated an approach that is considered to meet the stated requirements/objectives and has acceptable level of quality. The Proposal, for this aspect of the work, demonstrates a reasonable probability of success. Weaknesses are minor and can be readily corrected.
- **POOR (50-59):** The Proposer has demonstrated an approach that fails to meet stated requirements/objectives as there are weaknesses and/or deficiencies, but they are susceptible to correction through oral presentations. The response is considered marginal in terms of the basic content and/or the amount of information provided for evaluation, and the Proposer shall be capable of providing an acceptable or better Proposal for this item.
- **UNACCEPTABLE (0-49):** The Proposer has demonstrated an approach that contains significant weaknesses/deficiencies and/or unacceptable quality. The Proposal fails to meet the stated requirements/objectives and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success; weaknesses/deficiencies are so major and/or extensive that a major revision would be necessary.

The Selection Committee will use these guidelines as a means of converting the applicable weighting factors to the qualitative ratings established in the review of the Proposals. These guidelines will enable the Committee to apply the appropriate weight to each selection factor as set forth in the project specific Technical Proposal evaluation process.

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4.5 SELECTION CRITERIA

The Selection Committee will evaluate each Proposer's Technical Proposal. The Committee will use the following procedure to evaluate the Proposals.

Each Selection Committee member is responsible for scoring the Proposer's Proposals in areas of their expertise. The Selection Committee will decide as a group if additional resources are needed to assist them in those areas where the Committee does not possess an appropriate level of expertise. Committee members, since chosen based upon their knowledge and expertise on the major disciplines of the Project, may consult with each other on specific areas of the Proposals.

Each Committee member will then submit a final Technical Proposal scoring form for each Proposer's Proposal to the Selection Committee Chairperson. During this technical review process, it is recommended that the Committee members meet together to discuss their thoughts on each Proposal. The purpose of this meeting is to give each reviewer a better understanding of the technical merits of each Proposal, not to develop a group score.

Selection Criteria to be evaluated is as follows:

4.5.1 PASS/FAIL EVALUATION CRITERIA

The Proposals will be reviewed initially for their responsiveness to the requirements of the RFP. Proposals will also be evaluated in accordance with the following pass/fail criteria:

- Proposal was submitted per the requirements of Chapter 3
- Proposal is organized per Section 3.3
- Letter of Transmittal and all required forms have been submitted
- The Proposal Guaranty in the amount of 5% of the Price Proposal has been submitted with the Proposal. (Note that the Bid Bond must be submitted as outlined on the Bid Express web site.)

Proposers that fail to achieve a passing score on any of the pass/fail portions of the evaluation will not be eligible for recommendation by the Selection Committee.

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4.5.2 TECHNICAL PROPOSAL EVALUATION CRITERIA (100% OF TECHNICAL PROPOSAL)

The qualitative evaluation of the technical aspects of the Proposal will count for 100% of the total technical score. It will be focused on the following criteria:

4.5.2.1 DB Project Management and Coordination (35% of Technical Criteria)

The Committee will evaluate the following elements:

4.5.2.1.1 Project Management and Personnel Experience (5%)

- Experience and ability of management personnel and Key Personnel.
- Expertise of Project Manager
- Expertise and relevant experience in coordination with public agencies (city and municipalities).
- Identification of key risks and plan to address risk issues

4.5.2.1.2 Quality Control System (10%)

- QC System and Quality Management Plan (QMP) Approach.
- General Approach to Quality Control.
- Approach to Quality Control organization and roles.
- Approach to document management procedures.
- Approach to Design Quality Control requirements.
- Approach to Fabrication Quality Control
- Approach to Construction Quality Control requirements.
- Provided description of past project implementation of successful QC System/Program.

4.5.2.1.3 Design Management (5%)

- Approach to coordination of all disciplines of engineering involved, project aesthetics as applicable, and project constraints.
- Approach to conducting Over the Shoulder (OTS) reviews and Comment Resolution Meetings (CRM).
- Approach to design submittal reviews, and implementation of review comments.
- Approach to addressing unique challenges and/or design concerns such as non-standard bridge design aspects.
- Approach to identifying and advancing Early Release packages.

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4.5.2.1.4 Construction Management (5%)

- Approach to construction management. Include demolition and erection activities, utility protection, environmental compliance and contingency planning.
- Approach to Quality Control during fabrication and construction, coordination of Quality Control with MassDOT's construction Acceptance inspection and material testing obligations, and approach to address and minimize NCRs.
- Approach to coordination with the Towns of Norwell, Pembroke and Marshfield Police and Emergency Services, State Police, and local communities for Project Traffic management and construction sequencing.
- Approach to coordination with MassDOT related to operation of the rest areas during construction.

4.5.2.1.5 Schedule and Cost Control (10%)

- Approach to including design schedule in the proposed management system.
- Specific procedures proposed for tracking progress and expenditures, the roles and responsibilities for reporting results.
- Methods for meeting Completion milestones.
- Approach to mitigating schedule risk, especially in consideration of future river activities (annual Canoe race, etc.)
- Approach to mitigating other third-party schedule impacts (Police Details).
- Approach to integration of design, procurement, construction staging, constructability challenges, and construction activities within the Project schedule.
- Plans for initiating early work and critical path items.
- Schedule Submittal per Section 3 of the Technical Proposal.

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4.5.2.2 DB Technical Approach (65% of Technical Criteria)

Proposers are instructed to identify their approach to meeting or exceeding the required level of quality for, and the required design life of, each constructed element of the Facility. The Committee will evaluate the following criteria:

4.5.2.2.1 Civil / Traffic (20%)

- General requirements and approach to design and construction of roadway, traffic management, signing, and roadway safety; including limit of work transitions.
- Approach to construction of roadway cross section and profile, including consideration of achieving required superelevations and cross slopes.
- Approach to design, implementation, and monitoring of temporary traffic control for vehicular traffic. Include approach to RTTM (Real Time Traffic Management)
- Approach to Public Outreach and communication of construction operations to the public, communities and agencies.
- Approach to drainage design and construction of stormwater management and water quality.
- Approach to the design and construction of temporary stormwater management during construction including temporary drainage control on temporary roadways and bridges for each construction and demolition stage.
- Concept plans – provide concept plans that include plans, profiles, and appropriate typical sections.

4.5.2.2.2 Environmental (5%)

- Approach to the final design and construction of all elements with respect to environmental permits, approvals and other environmental regulations.
- Approach to working within existing environmental permitting or approach to mitigating schedule risk associated with updating environmental permits and approvals as necessary to support final design and construction.
- A description of how the Proposer will work with MassDOT and the Environmental Regulatory agencies in fulfilling its obligations under this section.
- A plan for securing a National Pollutant Discharge Elimination System (NPDES) permit from the Environmental Protection Agency
- Approach for coordination with MassDOT if Unknown Subsurface Contamination is encountered on the Project and the mitigation steps Design-Builder will employ.
- A description of the procedures to be used during the generation of materials from excavations, and the handling, transporting, stockpiling, and testing of these materials for identification and classification as well as the legal disposal of materials.

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4.5.2.2.3 Structures (25%)

- Approach to design of the proposed bridge structure.
- Approach to design of the substructure and foundations.
- Approach to design of the superstructure.
- Approach to type selection, and design of retaining walls.
- Approach to Accelerated Bridge Construction (if applicable).
- Approach to meeting the minimum required design and service life. This includes the approach to minimizing the need for long term maintenance of the structure.
- Geotechnical exploration plan, design plan and approach, including support of excavation.
- Concept plans -, which shall include a key plan, profiles, plan views, bridge superstructure cross-sections, abutment section, bridge staging sections, other critical sections, access routes, and aesthetic treatments. Approved ATCs that modify the BTC Sketch Plans shall be included in the technical proposal concept plans. The Proposer's concept plans shall show all principal design elements to a level of detail consistent with MassDOT Bridge Manual Sketch Plans and as modified by accepted ATC's and serve as Bridge Sketch Plans for the Project moving forward.

4.5.2.2.4 Construction Staging (15%)

- Approach to the staging of the construction of the work elements while vehicle access while maintaining structural integrity of existing bridges while in service, utilizing local and regional resources and minimizing impacts to local businesses and residents. Work elements include:
  - Approach and construction sequence of demolition of existing structures in conformance with the limitation specified in the RFP. Description shall address construction methods, and the size of equipment anticipated.
  - Approach to construction of in-water foundations and substructures, including methodology of fixed or floating or other access. Description shall address construction methods, and the size of equipment anticipated.
  - Approach and construction sequence for erecting superstructures while maintaining traffic. Description shall address construction methods, and the size of equipment anticipated
    - Laydown and staging areas
    - Methods of delivery of materials and equipment to site
- Approach to traffic mitigation during periods of reduced capacity and vehicle incidents.
- Approach to temporary and permanent work in and adjacent to environmentally sensitive areas
- Concept plans – provide Concept plans that include appropriate sections showing the proposed construction staging and traffic management.

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4.5.3 PRICE PROPOSAL EVALUATION CRITERIA (100% OF PRICE PROPOSAL)

MassDOT will evaluate the Proposer's Price Proposal. The Overall Value Rating for each Proposer will be determined by dividing the total price provided in the Price Proposal by the cumulative score of the Technical Proposal. The lowest Overall Value Rating (lowest price per quality point) will be deemed the apparent BVDB.

4.6 PROPOSED CHANGES TO KEY PERSONNEL OR A MAJOR PARTICIPANT AFTER PROPOSAL SUBMISSION DEADLINE

If a Proposer believes that any change to any Key Personnel or a Major Participant identified in its Technical Proposal is warranted after the deadline for submission of Technical Proposals and before the scheduled Public Price Proposal opening for the Project, due to an intervening event, the Proposer shall notify MassDOT in writing of the proposed changes. The Proposer shall not be able to change Key Personnel or a Major Participant listed in its Technical Proposal without the prior written consent of MassDOT. The Proposer acknowledges that it has identified Persons to fill the Key Personnel or Major Participant roles and that MassDOT has relied upon the Proposer's identification of such Persons in the selection of the Proposer. In the event that the Proposer proposes changing the Persons listed as Key Personnel who remain employed by the Proposer or a Subcontractor, then the Proposer shall provide MassDOT with a written explanation for such removal to be approved by MassDOT, whose approval shall not be unreasonably withheld.

4.7 PRICE PROPOSAL OPENING

After the Technical Scores have been tabulated, MassDOT will download from www.bidx.com the Price Proposals. MassDOT will divide each Proposer's Price Proposal by the Technical Score to obtain an Overall Value Rating. MassDOT will review the individual Price Proposals for errors or omissions, subsequent to the calculation of Best Value. See Section 1.3: Schedule of Events, for Public Price Proposal Opening/BVDB date and time.

4.8 CONTRACT AWARD

Unless all Proposals are rejected, the Selection Committee will recommend approving and entering into final contract with the Proposer with the lowest Overall Value Rating.

4.9 RIGHTS OF MASSDOT IN EVALUATING PROPOSALS

MassDOT reserves the right to:

- Consider any source of information in evaluating Proposals.
- Omit any planned evaluation step if, in MassDOT's view, the step is not needed.
- At its sole discretion, reject any and all Proposals at any time.
- Waive minor Proposal irregularities.

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Chapter 5: Miscellaneous

5.1 PROJECT OFFICE LOCATION

Proposers submitting Proposals in response to this RFP must have an established, fully staffed office or shall establish a Project office within one (1) mile of the Project location if selected as the Design-Builder. The Design-Builder shall provide a field office for MassDOT and Project staff. The Design-Builder shall plan for seven (7) MassDOT staff members.

The Design-Builder shall furnish office furniture, equipment, phone services, computers, tablets and all office supplies and maintain an Engineer's Field Office for five (5) MassDOT staff members in accordance to the relevant provisions of Subsection 740 except as modified by BTC Special Provisions Item 740.3 Engineer's Field Office and Equipment as contained in RFP Volume II, Appendix C.

5.2 BONDING

The Design-Builder shall be bonded for one hundred percent (100%) of Contract costs prior to Contract Award. The Proposer must be capable of providing evidence of a performance and payment bond for the full amount of the Contract. The Proposer Team Members may combine bonding capacity in order to achieve 100% bonding of Contract costs.

5.3 TEAMING AGREEMENTS

This procurement precludes Proposers from substituting; replacing, deleting, or adding team members after the Proposals are submitted.

5.4 PROPOSED CHANGES TO KEY PERSONNEL

No changes to Key Personnel shall be made except as authorized by RFP Volume I, Sections 3.3.2.3.1 and 4.6.

5.5 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO)

Consultants and subconsultants of the selected Design-Builder with fifty (50) or more employees and expected to perform services valued at fifty thousand dollars ($50,000) or more are required to have an Affirmative Action Plan for the current year on file with MassDOT. The plan must comply with the provisions of 41 C.F.R. Part 60-2.

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Affirmative Action Plans may be submitted to MassDOT Office of Civil Rights for review before submission of the Price Proposal.

The Consultants and Subconsultants of the selected Design-Builder are required to supply a copy of an approved Affirmative Action Certificate or a copy of the letter transmitting the Affirmative Action Plan to the MassDOT Office of Civil Rights.

Consultants and subconsultants of the selected Design-Builder with less than 50 employees and expected to perform services valued at fifty thousand dollars ($50,000) or more are required to submit the firm's Affirmative Action Policy.

Address questions regarding AA/EEO requirements and/or requests to renew affirmative action certificates to:

Ana Bresciani
Massachusetts Department of Transportation
Office of Diversity & Civil Rights
10 Park Plaza, Suite 3800
Boston, MA 02116-3973
Telephone: 857-368-8636
Email: MassDOTAffirmativeActionCert@dot.state.ma.us

5.6 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

[**THIS SECTION NOT APPLICABLE**]

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5.7 NONDISCRIMINATION

The Design-Builder shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment placed under the Contract.

The Design-Builder and its respective Subcontractors shall assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

In the event of the Design-Builder's noncompliance with the nondiscrimination requirements stipulated by the Required Contract Provisions this will be considered a material breach of this Contract and may result in the termination or suspension of the Contract, in whole or in part, or such sanction or remedy deemed appropriate by the MassDOT, as provided by law, rule or regulation.

The Design-Builder shall insert these stipulations, as contained in the Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made.

5.8 INSURANCE AND RISK MANAGEMENT

Prior to Contract Award, the apparent successful Proposer shall indicate methods of complying with the liability and insurance requirements of the MassDOT Standard Specifications for Highways and Bridges, 2026 Edition, and the additional types and amounts of insurance required under Section 18 of RFP Volume III, "Draft Contract – Terms and Condition."

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5.9 CONFLICT OF INTEREST

This Organizational Conflict of Interest Guidance ("Guidance") has been developed by the Massachusetts Department of Transportation ("MassDOT") with respect to future participation by entities and individuals who intend to or who may participate ("Participants") on the Bridge Replacement, Route 3 N-24-004=P-05-008 (NB & SB) over North River Design-Build Project in the Towns of Norwell, Pembroke and Marshfield (Proposal No. 607349-CCCCC) ("Project"), which is being funded in whole or in part by the Federal Highway Administration ("FHWA"). This guidance was developed to further MassDOT's aim and objective in maximizing competition and ensuring fairness amongst entities and individuals competing for work on the Project. The FHWA requires that MassDOT, as a recipient of FHWA funding, conducts its procurements in a manner that provides for full and open competition in accordance with 49 U.S.C. §5325(a). This Guidance will also facilitate the protection of MassDOT's interests and confidential and sensitive Project information as well as assist Participants in making informed business decisions.

MassDOT is utilizing a design build procurement process under M.G.L. Chapter 149A ("Procurement"). MassDOT has conducted a review of applicable laws, regulations, guidance, policies and contract terms to determine whether a conflict of interest or the appearance of a conflict of interest would preclude an entity or an individual from participating in the contractor procurement. This guidance will set forth the basis for these determinations and the process by which it will be decided whether certain entities and individuals will be precluded. For the purpose of this Guidance, any reference to a conflict includes organizational conflicts of interest as well unless specifically stated otherwise.

5.9.1 APPLICABLE LAWS, REGULATIONS, GUIDANCE, POLICIES AND CONTRACT TERMS

5.9.1.1 Criteria for Reviewing Potential Conflicts of Interest

Generally, MassDOT will apply the following criteria in reviewing a potential conflict of interest:

a. *Lack of Impartiality*. When the contractor is unable, or potentially unable, to render impartial assistance or advice to MassDOT due to other activities, relationships, contracts, or other circumstances;

b. *Impaired Objectivity*. When the Contractor's objectivity in performing the Contract work is or might be otherwise impaired due to other activities, relationships, contracts, or other circumstances and

c. *Unfair Competitive Advantage.* The Contractor has an unfair competitive advantage.

Based on the above criteria, a designer, programmer, consultant or key subconsultant that performs a feasibility study, master plan or program for a project is ineligible for a subsequent appointment or employment to perform design development services for that project, unless sound reasons in the public interest otherwise dictate.

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5.9.1.2 Federal Law

Under Federal law, recipients of aid from the United States Department of Transportation ("DOT") must conduct procurements in a manner that provides "full and open competition as determined by the Secretary." 49 U.S.C. §5325(a). The Office of Management and Budget regulations applicable to procurements by third-party grantees of DOT provide that "contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements," and list organizational conflicts of interest as among "the situations considered to be restrictive of competition.: 2 C.F.R. §200.319(a).

Additionally, 23 CFR § 636.116 provides in part:

(1) Consultants and/or sub-consultants who assist the owner in the preparation of a RFP document will not be allowed to participate as an offeror or join a team submitting a proposal in response to the RFP. However, a contracting agency may determine there is not an organizational conflict of interest for a consultant or sub-consultant where:

(i) The role of the consultant or sub-consultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the RFP, and did not include assistance in development of instructions to offerors or evaluation criteria, or

(ii) Where all documents and reports delivered to the agency by the consultant or sub-consultant are made available to all offerors.

5.9.1.3 State Law

Certain state statutory provisions are applicable to this Guidance.

The participation of certain contractors and individuals are restricted by M.G.L. Chapter 268A, the Massachusetts Conflict of Interest Law.

M.G.L. Chapter 30, §39M1/2 and M.G.L. Chapter 149A, §151/2 require that the owner's representative for a project by wholly independent of the designer, general contractor or any subcontractor involved in the project.

Under M.G.L. Chapter 149A, §18: The design professional retained to provide technical assistance and consulting services to the awarding authority shall not be eligible to participate in any way as a member of the design build entities competing for the award of the design build contract."

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5.9.1.4 MassDOT Contracts and Other Requirements

Subsection 2.08 of MassDOT's standard terms and conditions for Consultant Contracts provides:

The Consultant is advised that its performance of work for MassDOT may, at any time, raise questions about real or perceived conflicts of interest because of the Consultant's relationship to other entities or individuals, including without limitation: (1) private and public owners of properties that abut or may be affected by the Project, and/or (2) other state-created entities with potentially conflicting interests and/or concerns.

Conflicts may also arise as a result of the Consultant's role at an earlier stage of a project. If the Consultant's role at an earlier stage was significant, e.g., it included assistance in the development of instructions to bidders, detailed cost estimates, project schedules, evaluation criteria or other key documents and information that assisted MassDOT in determining the scope, budget or schedule of the Project, or in choosing among design alternatives or design firms, the Consultant may be precluded from participation in the Project at a later stage. All potential conflicts must be disclosed to MassDOT and MassDOT will determine whether or not the Consultant may be awarded a contract or assignment.

The Consultant agrees to certify from time to time, in a form approved by MassDOT, that in connection with its work, it is in full compliance with the provisions of Chapter 268A of the Massachusetts General Laws, and any other applicable conflict of interest laws.

5.9.1.5 Criteria for Determining Conflicts of Interest

The following rules are applicable to the Procurement with respect to conflicts of interest. In some cases, entities may be subject to more than one of these rules:

a. Entities that are unable or potentially unable to provide impartial assistance to the MassDOT, or whose objectivity in performing the contract is or might be otherwise impaired, due to other activities, relationships, contracts, or circumstances.
b. Entities that have an unfair competitive advantage including through access to non-public information which information cannot be made public or the unfair advantage otherwise cured.
c. Entities that performed a feasibility study, master plan or program for the Project are ineligible to perform design development services unless MassDOT determines in its sole discretion that sound reasons in the public interest otherwise dictate.
d. Entities that have developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals or otherwise have helped establish the ground rules for the Project.
e. Entities whose participation would create the appearance of a conflict of interest.
f. Entities precluded from participation under M.G.L. c. 268A.
g. Entities that are precluded from participation due to the terms of a prior procurement or contract.

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5.9.1.6 Conflict of Interest Determination for Entities

MassDOT shall determine whether an organizational conflict of interest exists with respect to an entity and whether the conflict would result in that entity being precluded from participation in the Procurement or whether any conflict could be waived, avoided, neutralized, or mitigated. By applying these rules, MassDOT will determine whether certain entities that have participated in the Project should be precluded from participating in the Procurement.

5.9.1.7 Process for Determining Conflicts of Interest

Determinations shall proceed in accordance with instructions provided by MassDOT in this Guidance and the solicitation documents.

Participants seeking a determination as to that Participant's conflict of interest status are encouraged to submit a Disclosure Form (the "Form") attached as Attachment F at least 14 days prior to the submission of Statement of Qualifications.

The Form shall be submitted by email to Narayana Murthy Kolla, P.E., at narayana.kolla@dot.state.ma.us.

Participants must submit details of any conflict of interest issues as they currently or potentially exist. In the event of a conflict of interest, Participants must provide MassDOT with recommendations to avoid, neutralize or mitigate the conflict, in compliance with the FHWA and all other applicable requirements. MassDOT shall review the Form and may request additional information to assist its review. MassDOT at its discretion may conduct additional research or conduct meetings to gain supplemental information. MassDOT will make the final determination as to whether a conflict of interest exists and whether the Participant's recommendations to avoid, neutralize, or mitigate it are sufficient.

In making any determination, MassDOT may consider all applicable circumstances and factors such as whether any conflict of interest is of an indirect, remote or *de minimis* nature and whether there are sufficient qualified and skilled entities available. MassDOT may also decide that there are sound reasons in the public interest that would allow a conflict of interest to be waived or mitigated through, for example, the implementation of suitable safeguards to mitigate any conflict of interest. These safeguards may include without limitation, ethical walls and procedures for segregation of personnel and information.

Any Determination shall be made in MassDOT's sole discretion.

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5.9.1.8 Conflict of Interest Determinations for Individuals

Massachusetts' Conflict of Interest Law, Chapter 268A § 1 (q), provides that in contracts for engineering or environmental services, where an individual within the corporate structure is specifically targeted to perform the services, the company is precluded from bidding on the design build phase of the project because that individual has been deemed a state employee subject to all the provisions of the Conflict of Interest Statute, G.L. c, 268A. The determination as to whether a conflict exists under M.G.L. c. 268A for any individual is a matter to be addressed and decided upon by the Commonwealth's State Ethics Commission.

If MassDOT determines that a potential or actual organizational conflict of interest exists for a Participant, an organizational conflict of interest shall also be considered to apply to any employee of such entity who has participated in a material way in the performance of work giving rise to the determination. If such individual leaves the entity's employment, the potential or actual organizational conflict of interest shall apply to such individual in the same manner as it applies to the entity. However, the individual's new employer will not be considered to have an organizational conflict of interest provided the new employer adopts and implements safeguards and mitigation measures satisfactory to MassDOT in its sole discretion.

MassDOT may require Participants and/or individuals to certify from time to time, in a form approved by MassDOT, that in connection with its work, it is in full compliance with the provisions of Chapter 268A, and any other applicable conflict of interest laws.

5.9.1.9 Conflict of Interest During Project

MassDOT reserves the right to: a) require any Participant to take any action necessary to remove any conflict of interest; or b) to terminate or amend any contract with the Participant if, in the reasonable opinion of MassDOT, any such personal or business relationship would constitute, or have the potential to create, a conflict of interest that cannot be remedied. Participants must disclose in writing any conflicts of interest occurring during the period of performance for the Project and, upon request of MassDOT, supply MassDOT with such information it determines to be necessary to determine whether a conflict of interest exists. Participants shall consult with MassDOT to learn what action must be taken to resolve such conflicts and comply with all applicable laws and policies.

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5.9.1.10 Failure to Comply with Guidance

If MassDOT determines, in its sole discretion, that a Participant has failed to comply with this Guidance in any respect (including any failure to disclose an actual, perceived or potential conflict of interest) or with the requirements of any conflict of interest determination, MassDOT may take appropriate action which may include without limitation, preclusion of the Participant and any of its parents, affiliates, subsidiaries, subcontractors or subconsultants; requiring the implementation of mitigation measures; or cancellation or amendment of any contract under which the Participant is working on the Project and such termination may be deemed to be a termination for default by the Participant. In the event of any such termination MassDOT shall not be liable for the reimbursement of all or part of the costs incurred or alleged to have been incurred by the Participant or any of its parents, affiliates, subsidiaries, subcontractors or subconsultants. Additionally, MassDOT shall be entitled to recover any and all payments made to the Participant subsequent to the date when the Participant became aware of or should have become aware of the existence of the conflict of interest.

5.10 DESIGN COST STATEMENT

The two (2) lowest Best Value Proposers shall submit as a separate electronic file, a fully completed, e-signed Design Cost Statement contained in Attachment A by the close of business on the third business day after the Price Proposal opening. The Design Cost furnished by the Proposer is only for MassDOT's use in verifying and for tracking statewide Design Services

The total Design cost shall include all Design activities required by the RFP.

Failure to comply or to demonstrate good faith efforts to meet, the requirements for Design Cost Statement may render a Proposal non-responsive.

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REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT A
TECHNICAL PROPOSAL FORMS

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Design-Build Proposal Letter of Transmittal Form

Firm Name: _____

Mailing Address: _____

_____

Street Address (if different from mailing address):

_____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Title: _____

Email: _____

Failure to accurately and completely provide the information requested may result in the disqualification of a respondent.

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Design - Build Proposal Letter of Transmittal Form Page 2

*This form **MUST** be signed by an officer of the Proposer or an individual so authorized by an officer of the Proposer who has personal knowledge regarding the information contained herein and submitted with the Proposal.*

The undersigned declares that he or she is authorized on behalf of the Proposer to (1) respond to requests for additional information (2) negotiate and execute a contract with MassDOT for the Project and (3) has provided appropriate evidence that the individual signing the Letter of Transmittal and all other Proposal forms is authorized to sign the Proposal on behalf of Proposer and the evidence that such person has the authority to bind the various participants making up the Proposal, to all representation contained in the Proposal as well as to commit any additional binding commitments related to the Proposal.

The undersigned declares that he or she carefully examined all the documents contained and referenced in the Design-Build Request for Proposals (RFP) solicitation for the Design and Construction of the Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River Design-Build in Norwell–Pembroke–Marshfield, Massachusetts; Proposal No. 607349-CCCCC, and certifies to the best of his/her knowledge, that this Proposal fully complies with all of the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned further certifies that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Proposer has not influenced or attempted to influence any person or corporation other than a member of the Proposer to file a Proposal or subsequent proposal or to refrain from doing so or to influence the terms of the Proposal or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person or entity applying for the same work not identified as a member of the Proposer.

The undersigned agrees that if the Proposal is accepted by MassDOT, it shall execute the Contract and furnish a Performance Bond for the full amount of the Contract price.

The undersigned further certifies under pains and penalties of perjury that no member of the Proposer is debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty nine F of chapter twenty nine, or any other applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder, and further is not debarred from doing public construction work under any law, rule or regulation of the federal government.

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Design - Build Proposal Letter of Transmittal Form Page 3

The undersigned states that this Proposal shall remain valid for a period of eight (8) calendar months from its submission date and thereafter until the prospective Proposer withdraws it or a contract is executed or the procurement is terminated by MassDOT, whichever occurs first.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY:

Signature: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Firm Name: _____

Date: _____

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NORWELL–PEMBROKE–MARSHFIELD
Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River
Design-Build

STIPEND AGREEMENT

Contract No. CCCCC
Federal-Aid Project No. HIP(NGB)-003S(982)X
State Project No. 607349
Vendor No. _____

BY THIS AGREMEENT, made and entered into this _____ day of _____ the COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called MassDOT, and the _____ of _____, authorized to conduct business in the Commonwealth of Massachusetts, hereinafter called Contractor, agree as follows:

1. SERVICES AND PERFORMANCE
   a. In connection with MassDOT's Request for Proposals (RFP) dated July 16, 2026, for the Design and Construction of the Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River, Design-Build in Norwell–Pembroke–Marshfield, Massachusetts; Proposal No. 607349-CCCCC, MassDOT does hereby retain the Proposer to prepare a responsive technical proposal in accordance with said RFP.
   b. All information, designs and ideas, description of approaches to the Project, etc., performed by the Contractor pursuant to this Agreement shall be considered works for hire and shall become the property of MassDOT without restriction or limitation on their use. The Contractor shall not copyright any of the material developed under this Agreement.
   c. Reference herein to RFP shall mean the RFP identified in Section 1.a.
2. TERM
   Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Design-Build Contract or a one (1) year term from the date of the execution of this Agreement, whichever occurs last. Technical proposals are due by the dates set forth in the RFP document referenced in Section 1.a.
3. COMPENSATION AND PAYMENT
   a. If the Contractor is not awarded the Design-Build Contract by MassDOT, MassDOT agrees to pay the Contractor a lump sum amount of two hundred ten thousand dollars ($210,000.00) for a responsive technical and price proposal ("Stipend") in accordance with the terms and provisions set forth in this Stipend Agreement.
   b. If MassDOT executes the Design-Build Contract with the Contractor, the Contractor will not be compensated for preparation of its technical and price proposal through this Agreement.
   c. In the event the Design-Build Contract is not awarded, all Proposers that have submitted technical and price proposals by the deadline set forth in the RFP, which MassDOT, in its sole discretion, has determined to be responsive to the RFP, and that have submitted an executed Stipend Agreement enclosed within its technical proposal by the deadline set forth in the RFP, shall receive the Stipend.

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DESIGN-BUILD STIPEND AGREEMENT (Continued)

d. In the event a Design-Build Contract is awarded and executed, all Proposers, except the Contractor that executed the Contract, that submitted technical and price proposals by the deadline set forth in the RFP, which MassDOT, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its technical proposal by the deadline set forth in the RFP, shall receive the Stipend.
e. Payment shall be made within ninety (90) days of the execution of the contract or the decision not to award a contract. Non-selected Contractors may elect not to accept the Stipend to retain intellectual rights to proposed ideas submitted.
f. MassDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the budget amounts available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money shall be paid on such contract. MassDOT's performance and obligation to pay under this Contract may be contingent upon an annual appropriation by the Legislature.

4. INDEMNITY
   a. Contractor agrees that it will indemnify, defend, and hold MassDOT, its officers, agents, and employees harmless from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by MassDOT, from any acts, actions, neglect, or omissions arising from the performance of this Agreement by Contractor, its agents, employees, and subcontractors.
   b. MassDOT's failure to notify Contractor of a claim shall not release Contractor's obligation to indemnify, defend, and pay for the defense, or at MassDOT's option, to participate and associate with MassDOT in defense of any claim.
   c. The parties agree that 1% of the total compensation to the Contractor for performance of this Agreement is the specific consideration from MassDOT to the Contractor for the Proposer's indemnity Agreement.
5. COMPLIANCE WITH LAWS
   a. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of M.G.L. c. 66 and 950 CMR.
   b. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
   c. Contractor covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Massachusetts General Laws and applicable rules of the Division of Professional Licensure or applicable licensing board as they relate to work performed under this Agreement.
   d. MassDOT will consider employment of unauthorized aliens by any contractor to be a violation of Section 274(e) of the Immigration and Nationality Act. If the Contractor knowingly employees unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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DESIGN-BUILD STIPEND AGREEMENT (Continued)

6. EARLY TERMINATION
    a. This Agreement may be terminated by MassDOT in whole or in part at any time if the interest of MassDOT necessitates such termination.
    b. If MassDOT withdraws the RFP referenced in Section 1.a, this Agreement shall be considered terminated effective the date of the withdrawal.
    c. If this Agreement is terminated prior to the opening of the price proposals as set forth in the RFP identified in Section 1.a, no payment will be made to the Contractor.
    d. If this Agreement is terminated after the opening of price proposals as set forth in the RFP and prior to execution of a Design-Build Contract, the Contractor shall be entitled to the compensation set forth in Section 3.a, provided the Contractor submitted to MassDOT a responsive proposal.
7. ASSIGNMENT
   The Contractor shall not assign or transfer any rights under this Agreement without the written consent of MassDOT.
8. MISCELLANEOUS
    a. The Contractor and MassDOT agree that the Contractor, its employees, and subcontractors are not agents of MassDOT as a result of this Agreement.
    b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
    c. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
    d. 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 laws of the Commonwealth of Massachusetts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.
    e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
    f. In any legal action related to this Agreement, instituted by either party, Contractor hereby waives any and all privileges and rights it may have under Massachusetts General Laws relating to venue, as they now exist or may hereafter be amended, and any such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by MassDOT, and in the event that Contractor files any such legal action, Contractor hereby consents to the transfer of venue of the county chosen by MassDOT upon MassDOT filing a motion requesting the same.

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DESIGN-BUILD STIPEND AGREEMENT (Continued)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

NAME OF PROPOSER	MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
(Print/Type Name)	(Print/Type Name)
Title: _____	Title: _____

FOR MASSDOT USE ONLY

APPROVED:	LEGAL REVIEW:
_____	_____
Contracts Unit	Office of the General Counsel

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NORWELL–PEMBROKE–MARSHFIELD
Bridge Replacement, N-24-004=P-05-008 Route 3 (NB & SB) over North River
Design-Build

Design-Build Procurement

DESIGN COST STATEMENT

This total design cost is to be provided by the Proposer for information only. The cost of Preliminary Design, Final Design and Permits/ Amendments/Environmental Approvals should be included in each Payment Item according to the Instructions to Proposers (ITP) Attachment B Document B00420 – Price Proposal Form.

The two (2) lowest Best Value Proposers shall submit a fully completed, signed Design Cost Statement by the close of business on the third business day after the Price Proposal opening.

Design Cost: _____
Lump Sum

_____ _____
Proposer Signature

_____ _____
Date Title

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REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT B
DOCUMENT B00420
PRICE PROPOSAL FORM

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DOCUMENT B00420

PROPOSAL

MARSHFIELD - NORWELL - PEMBROKE

For: **Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River**

COMMONWEALTH OF MASSACHUSETTS

LOCATION

The work referred to herein is in the Towns of Marshfield, Norwell, and Pembroke, in Plymouth County, in the Commonwealth of Massachusetts, and is shown by the locus map (Document 00331) provided in RFP Volume II, Appendix D, the work locations extend as follows:

Bridge No. N-24-004 = P-05-008

Beginning – Station 303+50.00 ±
Bridge No. N-24-004 = P-05-008
Ending – Station 357+00.00 ±

The contract prices shall include the furnishing of all materials (except as otherwise herein specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction, the doing of all the abovementioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof within **1550 CALENDAR DAYS** upon receipt of a Notice to Proceed.

The Work of this Project is described by the following Items and quantities.

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Project # 607349	Contract #			
Location : MARSHFIELD - NORWELL - PEMBROKE				
Description : NORWELL- PEMBROKE- MARSHFIELD- BRIDGE REPLACEMENT, N-24-004=P-05-008, ROUTE 3 (NB & SB) OVER NORTH RIVER				
ITEM #	**QUANTITY**	**ITEM WITH UNIT BID PRICE WRITTEN IN WORDS**	**UNIT PRICE**	**AMOUNT**
100.3	1	HIGHWAY WORK AT _____ LUMP SUM		
115.1	1	DEMOLITION OF BRIDGE NO. N-24-004=P-05-008 AT _____ LUMP SUM		
127.1	204	REINFORCED CONCRETE EXCAVATION AT _____ PER CUBIC YARD		
180.01	1	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM AT _____ LUMP SUM		
180.02	120	PERSONAL PROTECTION LEVEL C UPGRADE AT _____ PER HOUR		
180.03	120	LICENSED SITE PROFESSIONAL SERVICES AT _____ PER HOUR		
181.11	18,100	DISPOSAL OF UNREGULATED SOIL AT _____ PER TON		
181.12	3,650	DISPOSAL OF REGULATED SOIL - IN-STATE FACILITY AT _____ PER TON		
181.13	2,450	DISPOSAL OF REGULATED SOIL - OUT-OF-STATE FACILITY AT _____ PER TON		

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Project # 607349	Contract #			
Location : MARSHFIELD - NORWELL - PEMBROKE				
Description : NORWELL- PEMBROKE- MARSHFIELD- BRIDGE REPLACEMENT, N-24-004=P-05-008, ROUTE 3 (NB & SB) OVER NORTH RIVER				
ITEM #	**QUANTITY**	**ITEM WITH UNIT BID PRICE WRITTEN IN WORDS**	**UNIT PRICE**	**AMOUNT**
181.14	45	DISPOSAL OF HAZARDOUS WASTE AT _____ PER TON		
200.1	1	DRAINAGE AT _____ LUMP SUM		
227.3	80	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT AT _____ PER CUBIC YARD		
227.31	3,620	REMOVAL OF DRAINAGE PIPE SEDIMENT AT _____ PER FOOT		
400.1	1	PAVEMENT & ROADWAY ELEMENTS AT _____ LUMP SUM		
451.	50	HMA FOR PATCHING AT _____ PER TON		
600.1	1	BARRIER, GUARDRAIL & FENCING AT _____ LUMP SUM		
722.1	1	SCHEDULE OF OPERATIONS (TYPE A) - FIXED PRICE $ $300,000 AT Three Hundred Thousand Dollars LUMP SUM	$300,000.00	$300,000.00
740.3	42	ENGINEER'S FIELD OFFICE AND EQUIPMENT AT _____ PER MONTH		

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Project # 607349	Contract #			
Location : MARSHFIELD - NORWELL - PEMBROKE				
Description : NORWELL- PEMBROKE- MARSHFIELD- BRIDGE REPLACEMENT, N-24-004=P-05-008, ROUTE 3 (NB & SB) OVER NORTH RIVER				
ITEM #	**QUANTITY**	**ITEM WITH UNIT BID PRICE WRITTEN IN WORDS**	**UNIT PRICE**	**AMOUNT**
748.	1	MOBILIZATION AT _____ LUMP SUM		
750.1	1	INVASIVE PLANT MANAGEMENT, ENVIRONMENTAL & LANDSCAPING AT _____ LUMP SUM		
851.01	1	TEMPORARY TRAFFIC CONTROL AT _____ LUMP SUM		
851.11	60	TRAFFIC MANAGEMENT AND MOBILIZATION FOR REPAIRS AT _____ PER DAY		
900.9	1	PUNCHLIST / AS BUILT REQUIREMENTS - FIXED PRICE $100,000 AT One Hundred Thousand Dollars LUMP SUM	$100,000.00	$100,000.00
909.5	50	RAPID SETTING CONCRETE FOR REPAIRS AT _____ PER CUBIC YARD		
995.01	1	BRIDGE STRUCTURE, BRIDGE NO. N-24-004=P-05-008 AT _____ LUMP SUM		
Total Qty:	28,603			

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REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT D
ESCROW FORMS

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ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is dated the ___ day of _____, 20___, by and among the Massachusetts Department of Transportation ("MassDOT"); _____ ("PROPOSER"); and _____ as Escrow Agent ("ESCROW AGENT").

RECITALS

WHEREAS, MassDOT is a public body politic and corporate and political subdivision of the Commonwealth of Massachusetts created by Chapter 6C of the Massachusetts General Laws, as amended, which is presently engaged in a competitive bidding process governed by law to award a construction project to either the best value (Design Build) or the lowest responsible and eligible (Design, Bid, Build) Proposer for a construction project entitled Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River (the "Project"); and

WHEREAS, Proposer has submitted a Price Proposal on the Project; and

WHEREAS, pursuant to RFP Volume I Instructions to Proposers Section 2.6.3, requires the Proposer to submit, within five (5) business days following the Price Proposal Opening, one copy of all documentary information generated in preparation of proposal prices for the Project, which information is hereinafter referred to as the "Escrow Proposal Documents," to ESCROW AGENT together with certifications in the Exhibits attached to the RFP Volume I Instructions to Proposers; and

WHEREAS, ESCROW AGENT, for consideration paid, is willing to assume the obligations of ESCROW AGENT as agreed herein;

NOW, THEREFORE**,** for consideration mutually acknowledged, MassDOT,

Proposer and ESCROW AGENT hereby agree as follows:

1. Escrow of Proposal Documents. Proposer shall comply with the provisions of RFP Volume I Instructions to Proposers Section 2.6.3 by delivering a complete copy of the Escrow Proposal Documents to ESCROW AGENT in a sealed container acceptable to the Escrow Agent within the required time limit, and otherwise complying with RFP Volume I Instructions to Proposers Section 2.6.3, together with the required Escrow Proposal Documentation Assembly Certification (Exhibit 1 of the RFP Volume I Instructions to Proposers). Proposer will receive from ESCROW AGENT an Escrow Proposal Documentation Delivery Certification (Exhibit 2 of the RFP Volume I Instructions to Proposers) at the time Proposer delivers the Escrow Proposal Documents to ESCROW AGENT. Proposer will email the ESCROW AGENT's Escrow Proposal Documentation Delivery Certification and a copy of Proposer's Escrow Proposal Documentation Assembly Certification to MassDOT within the required time limit.

2. Protection of Escrow Proposal Documents. MassDOT shall comply with the provisions of RFP Volume I Instructions to Proposers Section 2.6.3 regarding receipt, storage, and use of the Escrow Proposal Documents and will safeguard the Escrow Proposal Documents and all information contained therein against disclosure to the fullest extent permitted by law.

3. Holding of Escrow Proposal Documents by ESCROW AGENT. ESCROW AGENT is hereby expressly authorized and agrees to receive, store, safeguard, release, and return the Escrow Proposal Documents during the duration of the Project as set forth in this Agreement.

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4. Return/Release of Proposal Documents. ESCROW AGENT is expressly authorized to release the Escrow Proposal Documents only under the following circumstances:

   a) If MassDOT informs ESCROW AGENT in writing that Proposer and MassDOT have not executed a Contract for the Project; or

   b) If MassDOT and Proposer inform ESCROW AGENT in writing that they or their designees wish to examine the documents; or if MassDOT informs ESCROW AGENT that Proposer has unreasonably refused to attend a joint examination of the documents pursuant to Paragraph G of the RFP Volume I Instructions to Proposers Section 2.6.3 or

   c) If MassDOT and Proposer inform Escrow Agent that all of the following have occurred: all disputes regarding the Project work have been settled, the Project work has been completed, and Final Payment has been made and accepted.

5. ESCROW AGENT's Obligations and Protection. MassDOT and Proposer further acknowledge and agree as follows:

   a) That ESCROW AGENT (i) shall not be responsible for any of the agreements referred to herein but shall be obligated only for the performance of such duties as are specifically set forth in this Escrow Agreement; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the authenticity or accuracy thereof; and (iv) may consult counsel satisfactory to it, including counsel internal to ESCROW AGENT, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel.

   b) That neither ESCROW AGENT nor any of its partners, officers, or employees shall be liable to anyone for any action taken or omitted to be taken by it or any of its partners, officers, or employees hereunder except in the case of gross negligence or willful misconduct. Proposer, covenants and agrees to indemnify ESCROW AGENT and hold it harmless without limitation from any loss, liability, or expense of any nature incurred by ESCROW AGENT arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability unless such loss, liability, or expense shall be caused by ESCROW AGENT's willful misconduct or gross negligence. In no event shall ESCROW AGENT be liable for indirect, special, or consequential damages. Notwithstanding any provision of this Agreement to the contrary, ESCROW AGENT'S liability shall be limited to the value of its compensation hereunder.

   c) That MassDOT shall pay or reimburse ESCROW AGENT through a Designated Party for any legal fees incurred by ESCROW AGENT in connection with the preparation of this Agreement and in addition compensate ESCROW AGENT for its services hereunder. ESCROW AGENT shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees incurred by ESCROW AGENT in connection with resolution of any claim by any party hereunder.

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d) That ESCROW AGENT may at any time for any reason or for no reason resign as ESCROW AGENT hereunder by giving thirty (30) days prior written notice of resignation to MassDOT and Proposer. Prior to the effective date of the resignation as specified in such notice, Proposer will issue to ESCROW AGENT a written instruction authorizing redelivery of the Escrow Proposal Documents to another escrow agent that Proposer selects subject to the reasonable consent of MassDOT. Should this instance occur, MassDOT and the Proposer will work to collectively find a suitable replacement escrow agent within seven (7) business days of said notice. If no successor escrow agent is named by MassDOT or Proposer within said thirty (30) day period, ESCROW AGENT may: 1) turn over the documents to another qualified Escrow Agent and give Proposer and MassDOT, the contact information of the new ESCROW AGENT along with proof of delivery and proof of receipt of the Escrow Proposal Documents; or 2) apply to a court of competent jurisdiction for appointment of a successor escrow agent.

e) If the Escrow Agent is a lawyer or law firm, ESCROW AGENT's service as escrow agent under this Agreement shall not be construed as constituting legal representation of either MassDOT or Proposer and both MassDOT and Proposer expressly acknowledge, with reference to the rules of professional conduct governing lawyers that ESCROW AGENT's service hereunder is not intended to prevent either MassDOT or Proposer from retaining ESCROW AGENT as its counsel in any matter, nor shall it be asserted by MassDOT or Proposer as grounds for disqualifying ESCROW AGENT from representing any client in a matter in which MassDOT's and/or Proposer 's interests are directly adverse to or otherwise different from those of ESCROW AGENT's client. ESCROW AGENT will not knowingly disclose to any such client directly adverse to MassDOT and/or Proposer any confidential information about MassDOT and/or Proposer which ESCROW AGENT has acquired or will acquire pursuant to its services provided in accordance with this Agreement.

f) That it is the intent of Proposer and MassDOT that the Escrow Proposal Documents remain the sole property of Proposer.

6. Dispute Resolution. It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession, access to and/or disposition of the Escrow Proposal Documents, or should any such claim be made upon such documents by a third party, ESCROW AGENT upon receipt of written notice of such dispute or claim by the parties hereto or by a third party, is authorized and directed to retain in its possession without liability to anyone, all or any of said Escrow Proposal Documents until such dispute shall have been settled either by the mutual agreement of the parties involved or by a final order, decree, or judgment of a court of the United States of America, the time for perfection or any appeal of such order, decree, or judgment having expired. At any time after the ESCROW AGENT becomes aware of a dispute or claim or at any time after one year after the project completion date in the Project, ESCROW AGENT may, but shall be under no duty whatsoever to, after thirty (30) days prior written notice to MassDOT and Proposer, institute or defend any legal proceedings related to the Escrow Proposal Documents, including without limitation, commencement of an action in the nature of an interpleader in a court of competent jurisdiction, after depositing the Escrow Proposal Documents therewith, for a determination of the respective rights of MassDOT and Proposer, and, in such case, recover from Proposer, ESCROW AGENT's costs and expenses including reasonable attorneys' fees.

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7. Consent to Jurisdiction and Service. MassDOT and Proposer hereby absolutely and irrevocably consent and submit to the jurisdiction of the courts of the Commonwealth of Massachusetts and of any Federal court located in said Commonwealth in connection with any actions or proceedings brought against MassDOT and Proposer brought by ESCROW AGENT arising out of or relating to this Escrow Agreement. In any such action or proceeding, MassDOT and Proposer hereby absolutely and irrevocably agree that the service thereof may be made by certified or registered mail directed to MassDOT or Proposer, as the case may be, at their respective addresses in accordance with Section 9 hereof.

8. Force Majeure. Neither MassDOT nor Proposer nor ESCROW AGENT shall be responsible for delays or failure in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

9. Notices. Any notice permitted or required hereunder shall be deemed to have been duly given if: delivered personally, or if mailed certified or registered mail, postage prepaid, to the parties at their addresses set forth below or to such other address as they hereafter designate. Additional copies may be provided to and among the parties by fax or e-mail.

If to Proposer:

_____
_____
_____

Attention: _____

If to MassDOT:

Massachusetts Department of Transportation
Office of General Counsel
10 Park Plaza, Suite 3510, Boston, MA 02116

Project Name: Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River

Proposal No.: 607349 - CCCCCC

If to ESCROW AGENT:

_____
_____
_____

Attention: _____

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10. Binding Effect. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors, and assigns.

11. Modification/Termination. This Agreement may not be altered, modified, or terminated without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions or any other occasion.

12. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date and year first set forth above.

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BY: _____
Proposer (Date)

BY: _____
Escrow Agent (Date)

BY: _____
Jonathan L. Gulliver, Administrator, Mass Dept of Transportation – Highway Division (Date)

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EXHIBIT 1

ESCROW PROPOSAL DOCUMENTATION ASSEMBLY CERTIFICATION
(to be prepared by Proposer)

THE UNDERSIGNED HEREBY CERTIFIES AND AGREES THAT THE ESCROW PROPOSAL DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL OF THE INFORMATION USED IN PREPARATION OF THE PRICE PROPOSAL; THAT NO OTHER ESCROW PROPOSAL PREPARATION INFORMATION SHALL BE CONSIDERED IN RESOLVING DISPUTES OR CLAIMS; AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS ESCROW PROPOSAL DOCUMENTATION IS COMPLETE AND MEETS THE REQUIREMENTS OF THIS PROVISION, AN INDEX LISTING EACH ESCROW PROPOSAL DOCUMENT HAS BEEN SUBMITTED BY AUTHOR, DATE, NATURE, AND SUBJECT MATTER. IF A CD OR CD'S HAVE BEEN PROVIDED ONE PRINTED COPY OF THE INFORMATION ON THE CD OR CD'S HAS ALSO BEEN PROVIDED.

_____

SIGNATURE: _____

NAME: _____

TITLE: Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River Design-Build

PROPOSAL NO. 607349-CCCCCC

DATE: _____

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Distribution for this document only:

Proposer to Agent
Proposer to MassDOT Highway Division,
ATTN: Director of Construction Contracts and Prequalification – email
BVDB also to submit original.
Proposer to MassDOT Legal – copy
Proposer – copy

Date and Time Stamp:

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EXHIBIT 2

ESCROW PROPOSAL DOCUMENTATION DELIVERY CERTIFICATION
(to be prepared by Agent)

I, _____ [name] _____ [title] of _____ [Agent] hereby certify that _____ _____ [Proposer] as represented by _____ [Proposer's Representative] has delivered for storage, a sealed envelope or container which Design-Builder represents to be all documentation used in the preparation of Proposer's Price Proposal in connection with MassDOT Proposal No. 607349-CCCCCC for the design and construction of the Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River in Norwell – Pembroke – Marshfield, Massachusetts otherwise known as the "Escrow Proposal Documents," in accordance with the referenced Contract, on this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

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Distribution for this document only:

Proposer to MassDOT, Highway Division,
ATTN: Director of Construction Contracts and Prequalification – email
BVDB also to submit original.
Proposer to MassDOT Legal – copy
Proposer – copy

Date and Time Stamp:

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REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT E
ATC RULES ACKNOWLEDGEMENT

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ATTACHMENT E
ATC RULES ACKNOWLEDGEMENT

Proposer Team_____

I further hereby certify that I fully understand all of the activities relating to the ATC process as detailed in RFP Volume I, Section 2.4 and will abide by such rules.

_____

Name Title Date

_____

Name Title Date

_____

Name Title Date

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Name Title Date

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Name Title Date

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REQUEST FOR PROPOSALS

VOLUME I OF III

INSTRUCTIONS TO PROPOSERS

ATTACHMENT F
MASSDOT DISCLOSURE FORM ORGANIZATIONAL CONFLICTS OF INTEREST

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ATTACHMENT F

EXHIBIT A

MassDOT Disclosure Form Organizational Conflicts of Interest

This Form will be used by MassDOT to assist in the Determination as to whether an organizational conflict of interest exists with respect to an entity and whether the conflict would result in that entity being precluded from being a Participant in the Contractor Procurement or whether any conflict could be waived, avoided, neutralized, or mitigated. Capitalized terms shall have the same meaning as set forth in MassDOT's Organizational Conflict of Interest Guidance, Bridge Replacement, N-24-004 = P-05-008, Route 3 (NB & SB) over North River Design-Build, ("the Project"). This Form may be supplemented with additional materials as necessary to fully and completely respond to the issues that are presented. The Form may be copied and reproduced as necessary. All information submitted to MassDOT is submitted under penalty of perjury and will be considered a public record unless it is specifically exempted from disclosure under Federal or state law.

1. Name of entity: _____

2. Proposed role on the Project:

3. Prior experience on the Project including feasibility study, master plan, program or any development or preliminary design (be as specific as possible):
If so, are there reasons in the public interest that the entity should not be precluded from further participation on the Project? Explain.

4. Does the entity or did the entity have a contract with MassDOT for the Project? If yes, please identify the contract.

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5. Is the entity or was the entity a subcontractor or subconsultant to an organization that has or had a contract with MassDOT for the Project? Identify the organization(s) and the MassDOT contract(s).

6. Is there any reason that the entity is or might be unable, or potentially unable, to provide impartial and objective assistance or advice to MassDOT due to other activities, interests, relationships, contracts, or circumstances? Explain.

7. To the best of the entity's knowledge, after diligent inquiry, are any of its directors, officers, owners, or employees unable, or potentially unable, to provide impartial and objective assistance or advice to MassDOT due to other activities, interests, relationships, contracts, or circumstances? Explain.

8. Is the entity aware of any information in its possession related to the Project as a result of previous involvement in the Project that is not generally available to the public? Explain.

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9. Has the entity established or been involved in the establishment of the ground rules for the Design-Build procurement for the Project by developing specifications, requirements, statements of work, invitations for bids, requests for proposals, evaluation factors, or similar documents? Explain.

10. If the answers to any of the previous four (4) questions is yes, does the entity have a recommendation on how an organizational conflict of interest or potential organizational conflict of interest involving the entity can be avoided, neutralized, or mitigated? Explain.

11. For the purposes of compliance with Mass. Gen. L. c. 149A, s. 18, has the entity been retained as a "design professional" to provide technical assistance and consulting services on the Project? Explain.

12. Is the entity or any employee of the entity a "state employee" pursuant to the definition provided in section 1(q) of Mass. Gen. L. c. 268A? _____

To the extent that the entity or any employees of the entity are or may be considered "state employees" for the purposes of Mass. Gen. L. c. 268A, the State Ethics Commission should be consulted to determine how their involvement on the Project may present a conflict of interest. To the extent that the entity and the individual are willing to share any information from the State Ethics Commission, please voluntarily provide that as an attachment to this Form. It is not a requirement.

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13. Has any employee of the entity worked on the Project for an entity that has been determined to have a conflict of interest? Did that employee participate in a material way in the performance of the work giving rise to that determination? Explain.

14. A "parent" as used herein is an organization that controls the entity through, for example, the ownership of stock or the exercise of management control. Has any parent of the entity been involved in the Project? If yes, identify the parent(s).

15. If the answer to the preceding question is "yes", please supplement the entity's response by explaining the parent's role in the Project and informing MassDOT whether the entity's answer to any question should be modified as a result of that role.

16. An "affiliate" as used herein is an organization that is officially connected to or attached to the entity. Has any affiliate of the entity been involved in the Project? If yes, identify the affiliate(s).

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17. If the answer to the preceding question is "yes", please supplement the entity's response by explaining the affiliate's role in the Project and informing MassDOT whether the entity's answer to any question should be modified as a result of that role.

18. A "subsidiary" as used herein is an organization that is controlled by the entity through, for example, the ownership or stock or the exercise of management control. Has any subsidiary of the entity been involved in the Project? If yes, identify the subsidiary(ies).

19. If the answer to the preceding question is "yes", please supplement the entity's response by explaining the subsidiary's role in the Project and informing MassDOT whether the entity's answer to any question should be modified as a result of that role.

20. Please provide any information regarding whether any organizational conflict of interest or potential organizational conflict of interest involving the entity is of an indirect, remote or "de minimus" nature and/or whether there are sound reasons in the public interest that would allow a conflict of interest to be waived or mitigated.

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The entity certifies that it has conducted a diligent inquiry and search to ascertain the full extent of its knowledge with respect to its involvement with the Project and that all of the answers provided in this Form are made truthfully to the best of the entity's knowledge and belief and that no interest exists that is required to be disclosed on this Form, other than as described above. The entity further certifies that should it obtain knowledge: (a) that is inconsistent with the answers provided in this Form; or (b) of any set of facts potentially giving rise to a conflict of interest under Federal or state law or MassDOT policy, it will disclose such facts to MassDOT as soon as reasonably possible.

The undersigned certifies that the undersigned is authorized to answer these questions on behalf of the entity and to bind the entity (please attach evidence of authority).

Signed under the penalties of perjury on this _____ of _____, 20____.

ENTITY NAME _____

NAME _____
duly authorized

Email address: _____

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