

AD E9100 – Bid Questions and Answers

The below questions were submitted to Procurement prior to 5:00 PM on 03/28/2025. The questions and responses below are considered to have been answered on the Bid Q&A Website.

1. There is no language in RFQs on how the Department will deal with a DB Firm that is pursuing multiple Projects, specifically with respect to the following:
 - Capacity: With the Intent to Award for all three Projects falling on the same day (5/5/2025), a DB Firm that has submitted LORs on multiple Projects could have a potential bonding capacity issue. For example, a DB Firm with a maximum available bonding capacity of \$660M is awarded Project 5 which has an estimated value of \$425M. However, the DB Firm also submitted on Project 1 (\$520M) and/or Project 2 (\$652M) and is shortlisted on one or both Projects. How will the Department address the issue that the DB Firm doesn't have enough remaining bonding capacity to perform Project 1 and/or Project 2 based on being awarded Project 5?
 - Recommend adding language to all three RFQs stating that if a DB Firm is pursuing multiple Projects it will need to provide an affidavit from a surety/bonding company that certifies the DB Firm has the financial means and capacity to provide the Department with payment and performance bonds for the total face amount of all the Projects it is pursuing.

RESPONSE: No change.

2. Page 15 Collaboration and Innovation Approach: “(including approach to working with the IPCT)”. Should there be a reference to the IPCT when the IPCT has been removed from the RFQ language?

RESPONSE: The RFQ Section III.C.1 will be revised change “IPCT” to the “Department”.

3. Page 19 Modified/Phased Design-Build Mark-up (Mark-up): “The Mark-up shall not be applied to AIC Phase work and Design Phase, Contractor Project Management, Maintenance Mark-up, and DRB Task Work Orders”. Will the Department consider allowing markup on Maintenance Items?

RESPONSE: The RFQ will be revised to allow for Mark-up on Maintenance Items.

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4. Page 29 Liquidated Damages: “The submitted RtC final completion date may not exceed the Department’s established **date**”. Shouldn’t this read **duration**?

RESPONSE: RFQ Section IV.H will be revised to state “The submitted RtC final completion date may not exceed the Department’s Contract duration.

5. Page 29 Contract Bonuses (Project 2 6th Bullet): “Final Configuration is defined as traffic travelling on final friction course in the configuration depicted in the Horizontal Alignment Package”. Is this definition of final configuration specific to this bonus or for the entire project? For example, traffic in its final configuration also marks the completion of the Major Works Phase. Therefore, does friction course need to be in place for the entire Project prior to the completion of the Major Works Phase?

RESPONSE: The “Final Configuration” defined within RFQ Section IV.I is specific to the Contract Bonus.

6. Page 31 Modified Phased Design-Build Mark-up (Mark-up): Will the Department consider raising the allowed Markup above 14%?

RESPONSE: No change.

7. Page 45 Whole Project Contingency: “Third-party claims may not be compensated out of the WPC”. Will the Department consider third party claims being paid out of the WPC?

RESPONSE: No change.

8. Page 45 - 46 Risk: “All claims allowed by the Design-Build Specifications must be allocated to the Risk Reserve”. Are all claims that are allowed by the Design Build Specifications but were not previously identified as a Risk to be made against the Risk Register?

RESPONSE: Claims that are allowed by the Design-Build Specifications and are not previously defined in the Risk Reserve can be made against the “Other Risks” category in the Risk Reserve.

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9. Page 47 Final Payments and Shared Savings: Recommend a true Shared Savings model to better incentivize the DB Firms to reduce cost versus the 14% model which only ensures that the DB Firm’s markup isn’t reduced as a result of the cost savings. Will the Department consider a true Shared Savings model?

RESPONSE: No change.

10. Page 51 Department Determination: “***At the beginning the AIC Phase***, the Department shall ***establish the mechanism in which it shall make the determination*** on whether the Design-Build Firm will receive additional Task Work Orders”. Will the Department seek input on the mechanism in which it shall make the determination from the DB Firms selected for the AIC Phase?

RESPONSE: The Department reserves the right to seek input as desired.

11. Page 54 - 55 Self-Performance and Subcontracting Requirements: “For trade subcontracted work, the Design-Build Firm shall confirm that it competitively solicited bids”. How will Department address DB Firms proposing to use dedicated subcontractors since these types of subcontractor agreements aren’t made through “competitively solicited bids”?

RESPONSE: For trade subcontracted work, the Department will rely on the Design-Build Firm to confirm that it competitively solicited bids.

12. Page 76 – 78 Utility Coordination: “Utilities requiring minor adjustment are the responsibility of the Design-Build Firm. The cost of the minor adjustments shall be included in the WPPs”. Who will determine and define what is a “minor adjustment”?

RESPONSE: Utility Adjustments that are incidental to the work activity are to be considered minor adjustments.