



ARIZONA DEPARTMENT OF TRANSPORTATION

CONTRACT FOR DESIGN-BUILD SERVICES

REQUEST FOR QUALIFICATIONS

For

**010 MA 149 F007201C
PHOENIX-CASA GRANDE HIGHWAY (I-10)
1-17 (SPLIT) TO SR 202L (SANTAN)**

May 7, 2019

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ARIZONA DEPARTMENT OF TRANSPORTATION

PUBLIC NOTICE

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

**PUBLIC-PRIVATE-PARTNERSHIP (P3)
DESIGN-BUILD CONTRACT**

FOR

**010 MA 149 F007201C
PHOENIX-CASA GRANDE HIGHWAY (I-10)
1-17 (SPLIT) TO SR 202L (SANTAN)**

The Arizona Department of Transportation (“ADOT”) invites Statements of Qualifications (“SOQs”) from entities (“Respondents”) wishing to submit proposals to design and construct the I-10 Broadway Curve, I-17 (Split) to SR 202L (Santan) project (the “Project”) through a contract for Design-Build services. ADOT is issuing this Request for Qualifications (“RFQ”) pursuant to its authority under Arizona Revised Statutes (“ARS”), Title 28, Chapter 22, Article 1 (ARS §§ 28-7701 to 28-7711) relating to Public-Private Partnerships (“P3”). ADOT plans to request proposals from a shortlist of firms to perform Design-Build services. The shortlist will consist of the Respondents determined by ADOT to be the most qualified to perform the Design-Build services for the Project, based on the SOQs provided in response to this RFQ.

Respondents are advised that, if awarded the Contract for this Project, the firms and personnel providing professional services shall have, at the time of Contract execution, the appropriate licenses in compliance with ARS, Title 32, Chapter 1 - Architects, Assayers, Engineers, Geologists, Landscape Architects, and Land Surveyors; and ARS, Title 32, Chapter 10 - Contractors. It is the Respondent’s responsibility to verify that all firms and personnel engaged on the Project either have or can obtain the appropriate Arizona Licenses and/or Registrations, and Disadvantaged Business Enterprise (“DBE”) Certification if applicable, by the time of Contract execution.

Licensing information is available from:

REGISTRAR OF CONTRACTORS

1700 W. Washington St. Suite 105
Phoenix, AZ 85007-2812
Phone: (602) 542-1525
Fax: (602) 542-1599

BOARD OF TECHNICAL REGISTRATION

1110 West Washington Street, Suite 240
Phoenix, AZ 85007
Phone: (602) 364-4930
Fax: (602) 364-4931

All format requirements, submittal guidelines, instructions, and documentation submission requirements in this RFQ package are for the ADOT Project and Project Number referenced. Submittals failing to follow the format, submittal guidelines, or any other instructions set forth in this RFQ package may be rejected. Furthermore, ADOT reserves the right to reject any and all submittals and cancel the advertisement, procurement, or negotiation of a contract at any time ADOT deems to be in the best interest of the State.

SOQs must be submitted to ADOT no later than 2:00 pm (Mountain Standard Time) on July 2, 2019. SOQs must comply with the page limitation stated in Appendix B, subject to certain exceptions and separate page limits for particular items specifically stated in the RFQ. See the attached RFQ package for further details regarding submission of SOQs.

SOQs delivered in person, courier or by mail using the U.S. Postal Service shall be submitted to the following:

**ARIZONA DEPARTMENT OF TRANSPORTATION
Santan Field Office
7130 West Fairview Street
Chandler, AZ 85226
Attention: Jedidiah Young, Procurement Manager**

SOQs and amendments to the SOQs received after the date and time specified above or as adjusted will be returned to the Respondent unopened. Faxed or electronically submitted SOQs will not be accepted.

All Respondents can obtain the full content of this Request for Qualifications, Attachments, Appendices, and all Addenda at ADOT's website:

<http://www.azdot.gov/business/ContractsandSpecifications/AdvertisedAlternativeDeliveryProjects>.

The RFQ contains specific protocols relating to discussion and other communications regarding this RFQ. Any violation of these provisions may result in immediate disqualification of a Respondent's SOQ.

Respondents must deliver written notification to ADOT of any apparent major inconsistencies, problems, or ambiguities in the RFQ in accordance with instructions in Section 3.4. Such requests for clarification must be received by the deadline for Respondent questions stated in Section 3.3.

ADOT is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Employment Opportunity program throughout all levels of ADOT, the ADOT Civil Rights Deputy Administrator serves as the Equal Employment Opportunity Administrator for ADOT.

ADOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation ("USDOT")-assisted contract or in the administration of 49 CFR Part 26. For Federal-aid contracts, projects are subject to USDOT Disadvantaged Business Enterprise (DBE) Design-Build provisions set forth under Title 49 CFR Part 26 and subsequent publication of the Federal Register dated June 16, 2003 (Volume 68, Number 115). Respondents shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in this Project.

Respondents shall comply with all applicable State Executive Orders, including but not limited to, State Executive Order No. 2009-9 and all other applicable laws concerning non-discrimination, including but not limited to the Americans with Disabilities Act. Further, Respondents shall comply with all applicable federal Executive Orders, including but not limited to EO 11246 and all subsequent amendments thereto.

1. BACKGROUND

1.1. Introduction

The Arizona Department of Transportation (“ADOT”) is presenting this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (“Respondents”) interested in submitting Statements of Qualifications (“SOQs”) to enter into a public-private partnership (“P3”) contract (the “Contract”) for the design and construction of capital improvements (the “Project”) to an existing section of Interstate 10 (“I-10”) running through the Phoenix metropolitan area from Milepost (“MP”) 149.5 (otherwise known as the I-10, Interstate 17 (“I-17”) Split), to I-10’s intersection with State Route (“SR”) 202L (the “Santan Freeway”) at I-10 MP 160.9.

The purpose of the RFQ is to solicit information, in the form of SOQs, which ADOT will evaluate to select a shortlist of Respondents eligible to participate in the next step of the procurement process. The shortlisted Respondents are referred to herein as “Proposers” and the submissions in response to the RFP are referred to as “Proposals.” **ONLY THE SHORTLISTED RESPONDENTS WILL BE ELIGIBLE TO SUBMIT PROPOSALS FOR THE PROJECT.**

1.2. Abbreviations and Definitions

The following abbreviations are used in this document and are defined as shown below:

ADOT	Arizona Department of Transportation
ARS	Arizona Revised Statutes
ATC	Alternative Technical Concept
CFR	Code of Federal Regulations
DB	Design – Build
DBE	Disadvantaged Business Enterprise
EA	Environmental Assessment
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
IQA	Independent Quality Assurance
IQF	Independent Quality Firm
ITS	Intelligent Transportation System
MAG	Maricopa Association of Governments
MP	Milepost
NEPA	National Environmental Policy Act
P3	Public-Private Partnership
OJT	On the Job Training
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
SOQ	Statement of Qualifications
TI	Traffic Interchange
TMP	Transportation Management Plan
USDOT	United States Department of Transportation

The following terms are used in this document and are defined below for purposes of this RFQ:

Term	Definition
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the advertisement date of the RFQ.
Affiliate	With respect to an entity referenced in this RFQ (a “Respondent Entity”): (a) any member, partner, or joint venture member of such Respondent Entity; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Respondent Entity or any of its members, partners or joint venture members; and (c) any other entity of which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Respondent Entity or (ii) any entity as defined in clause (b) of this definition.
Alternative Technical Concept	A concept contained in a Proposal, with ADOT’s approval in its sole discretion, that deviates from the technical specifications in the RFP that represents an innovative design or construction approach to the Project.
Best Value	Evaluation and selection of Proposals based on consideration of technical and other key factors in addition to price.
Contract	The final, executed agreement between ADOT and the Developer setting forth the obligations of the parties with respect to the Project, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
Developer	The entity that is formed by the Proposer selected pursuant to the RFP to enter into the Contract with ADOT to design and construct the Project.
Disadvantaged Business Enterprise	A for-profit small business concern as defined in 49 CFR Part 26.
Equity Member	An entity that is, or is intended to be: (a) a member of the joint venture, if the Respondent is a joint venture; (b) an equity owner of the Respondent, if the Respondent is organized as a business entity other than a corporation; or (c) the Respondent, if the Respondent is a corporation.
Final Acceptance	Written confirmation by ADOT that the Project’s design and construction work has been completed in accordance with the Contract, with the exception of unknown latent defects and other obligations that may extend beyond Final Acceptance, and has been accepted.
Guarantor	An entity identified as an intended guarantor of Contract obligations and liabilities.
Independent Quality Assurance	An independent evaluation of all the sampling and testing procedures, equipment calibration, and construction administration procedures. The Independent Quality Assurance (IQA) for the Project will be performed by

Term	Definition
	ADOT and/or ADOT's representative.
Independent Quality Firm	An independent firm that reviews Developer's construction work to verify conformance with the Contract and Good Industry Practice.
Key Personnel	Individuals identified in the Respondent's SOQ to fill the positions specified in <u>Section 5.3.3</u> of the RFQ.
Lead Builder	The member of the Proposer, whether a single entity or joint venture, responsible for the construction of the Project.
Lead Engineering Firm	The member of the Developer or a Subcontractor of Developer, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be the Developer's engineering firm of record with responsibility for design work under the Contract. The Design Manager must be an employee of the Lead Engineering Firm. The qualifications for the Design Manager are specified in <u>Section 5.3.3</u> .
Master Agreements	The agreements containing the terms and conditions for Developer's work that affects utilities, and with which Developer will have to comply when performing work on utilities.
Major Non-Equity Member	Any of the following entities, if such entities are not Equity Members: <ul style="list-style-type: none"> (a) the Lead Engineering Firm (if a consortium, partnership or any other form of a joint venture, all such members); (b) the Lead Builder (if a consortium, partnership or any other form of a joint venture, all such members); (c) any firm, other than the Lead Builder, that will be responsible for 20% or more of the construction work on the Project.
Official Representative	The duly authorized official of the Equity Member or Major Non-Equity Member with authority to speak for and bind the entity.
Onsite	At the Project work site during either the design and/or construction work activities.
Project	The I-10 Broadway Curve, I-17 (Split) – SR 202L Santan project described in this RFQ.
Proposal	The proposal to undertake the Project submitted by a Proposer in response to the RFP, including any revisions thereto made in accordance with the terms of the RFP.
Proposer	An entity submitting a Proposal to undertake the Project in response to the RFP.
Public Records Act	ARS Title 39.
Quality Assurance	All systematic monitoring and evaluation of various aspects of the Project to ensure that standards of quality are met, all Work complies with the Contract, and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform for the purpose intended.
Quality Control	The total of all activities that are performed by the Developer, designer, subcontractors, producers, or manufacturers to ensure that Work or a product incorporated into the Work meets Contract requirements.
Quality Program	All QC, QA, and associated activities performed by the Developer and

Term	Definition
	ADOT to ensure that all Work complies with the Contract.
Request for Proposals	A written solicitation issued by ADOT seeking Proposals to undertake the Project and used to identify the Proposer offering the best value to ADOT. The RFP will be issued only to shortlisted Respondents. The shortlist will be determined based on the criteria in this RFQ.
Request for Qualifications	The written solicitation issued by ADOT to identify a shortlist of Respondents (i.e., potential Proposers) eligible to receive and submit Proposals in response to the RFP for the Project.
Respondent	An entity submitting an SOQ in response to this RFQ.
SOQ Due Date	The deadline to submit the SOQs set forth in Section 3.3 ; as such date may be revised by Addenda.
State	The State of Arizona.
Statement of Qualifications	The information prepared and submitted by a Respondent in response to this RFQ.
Stipend Agreement	An agreement in which ADOT pays a responsive Proposer a specified sum for submitting its Proposal and in exchange for the right to use concepts contained in the Proposal without further compensation or restriction. The amount of the stipend and other conditions will be specified in the RFP.
Tangible Net Worth	The difference between the (i) the sum of paid-in capital stock plus preferred stock plus retained earnings, less (ii) the sum of treasury stock plus minority interest plus intangible assets, including goodwill, patents, and licenses, all determined in accordance with Generally Accepted Accounting Principles and as interpreted by the Securities and Exchange Commission in connection with financial statements filed pursuant to the Securities Exchange Act of 1934.
Website	The website for the Project's procurement, which can be accessed per the instructions in Section 3.4 .
Work	The furnishing of labor, materials, equipment, services, and other incidentals necessary to, or convenient for, the successful completion of the design-build services for the Project and the carrying out of the duties and obligations imposed by the Contract.

1.3. Project Description

Traffic demand is causing the I-10 corridor and adjacent local arterial street system in the Phoenix metropolitan area to become increasingly congested during peak travel periods. Projections of future traffic volume show that congestion will continue to increase with population growth and a rising number of visitors to the region, leading to further travel delays that increase travel times within the I-10 corridor. Increased congestion on I-10 will result in travelers diverting their trips to other freeway corridors and the local arterial street system, causing these transportation facilities to become increasingly congested as well. ADOT, consistent with its mission and the goals for this Project, is planning to implement improvements to the I-10 corridor that are necessary to increase freeway capacity and safety, alleviating traffic congestion on all components of the overall transportation system in the surrounding area.

ADOT, in coordination with the Federal Highway Administration (“FHWA”), and the Maricopa Association of Governments (“MAG”) is preparing an Environmental Assessment (“EA”) document for proposed improvements to a segment of I-10 from the I-10/I-17 (Split) Traffic Interchange (“TI”) (MP 149.5) to the Loop 202 (SR202L) Santan Freeway (MP 160.9). The study area also includes the segment of SR 143 from Broadway Road (MP 0.25) north to just south of the south bank of the Salt River (MP 1.3), and US 60 (Superstition Freeway) from I-10 (MP 172.0) east to Hardy Drive (MP 173.0) within the cities of Phoenix, Tempe, and Chandler, and the town of Guadalupe, Maricopa County, Arizona. The EA will be completed and a Finding of No Significant Impact is anticipated in accordance with the National Environmental Policy Act (“NEPA”) and other regulatory requirements.

The proposed I-10 improvements serves the growing communities in the south and east valley, downtown Phoenix metropolitan area, and other major employment centers. The purpose of this proposed Project is to improve travel time reliability and regional mobility, and address congestion on I-10 while maintaining local and multimodal access.

Improvements to this segment of I-10 have been considered over the past 30 years in the following transportation studies:

- Interstate 10 Corridor Refinement Study (1988)
- I-10 Corridor Improvement Study (2007)
- Spine Corridor Study (2014)
- Interstate 10 Near Term Improvements Study (2014)

Each of these previous studies systematically approached the development of viable improvement concepts and alternative options, through interdisciplinary team dialogues that included ADOT, FHWA, MAG, and agency stakeholders, as well as input obtained through public outreach.

In the EA, build and no-build alternatives for the improvements in the study area will be evaluated. The no-build alternative will be evaluated to provide the baseline comparison for the build alternative. If selected, the build alternative improvements would consist of widening and restriping I-10 within the project limits to add general-purpose (GP) lanes, high-occupancy vehicle (HOV) lanes, and auxiliary (AUX) lanes; constructing collector-distributor (C-D) roads, reconstructing and improving I-10 interchanges along this segment of I-10; construction of and modifications to bridges; various drainage improvements; installing and upgrading Freeway Management System (FMS) facilities and dynamic message signs (DMS) within the project limits; and other components such as fencing, utilities, traffic markers, and lighting systems.

Specifically, the build alternative may include:

- Adding lanes to achieve 6 general purpose lanes and 2 HOV lanes in each direction from the I-10/I-17 Split to US 60, and 4 general purpose lanes and 1 HOV lane in each direction from US 60 to south of Ray Road;
- Improving TI bridges, drainage, traffic, and roadways due to proposed widening;
- Developing C-D roads in the I-10/SR 143 TI area;
- Providing an I-10 direct-HOV (“DHOV”) connection at the SR 143 TI for the S-E and W-N movements;
- Removing and replacing AR-ACFC within the Project limits;
- Adding overhead pedestrian bridges within the Project’s right of way;
- Relocating or protecting utilities in the corridor;

- Adding ITS technology to improve traffic flow and operations, including ITS that provides an accurate vehicle count, ramp metering, and wrong-way detection; and
- Improving signage.

If the build alternative advances, ADOT anticipates the issuance of the first Notice to Proceed prior to the end of calendar year 2020, with construction to start thereafter based on a schedule to be developed by the Developer. Once construction begins, traffic would be controlled to minimize impacts on motorists, pedestrians, and construction personnel, as necessary. Access to residences and businesses would be maintained throughout construction. The acquisition of new right-of-way (ROW) is anticipated in areas where widening and reconfiguration would extend outside existing ROW. ADOT has commenced with the acquisition of certain parcels intended for use on this Project. Temporary construction easements would also be required. Any ROW and/or TCEs would be evaluated prior to construction. Developer would be responsible for acquiring temporary construction easements.

1.4. Project Status

The status of various aspects of the Project are described below. Additional information and details will be provided with the RFP to the shortlisted Respondents.

ADOT intends to provide Reference Information Documents to the shortlisted Proposers, which will contain background information on the Project. ADOT may continue to supplement the Reference Information Documents subsequent to the official publication of the RFP. The accuracy of any information contained in the Reference Information Documents may not be relied upon. The Reference Information Documents will not be part of the Contract, except where, if at all, expressly stated.

Environmental

ADOT is in the process of seeking approval for the Project under NEPA. ADOT anticipates that the NEPA process will not be complete until after the issuance of the RFP. As stated above, in accordance with NEPA, one of the alternative options under consideration is the no-build option, in which the Project would no longer be pursued. If the no-build alternative is selected, ADOT may cancel this procurement.

ADOT is developing a schematic improvement concept for the Project that is not anticipated to result in significant adverse impacts to the natural, social, or built environment. The FHWA and ADOT have determined that an EA is the appropriate environmental analysis to evaluate the potential environmental impacts of the Project. Development of the EA is underway. Should the Project be determined not to have a significant impact to the environment, a FONSI is anticipated to be issued prior to the execution of the Contract. If the FONSI is issued, Developer will be required to comply with certain measures to mitigate the impacts of the Project.

Survey and Mapping

ADOT has performed control survey and aerial mapping of the Project corridor. Survey and mapping information will be included in the Reference Information Documents.

Geotechnical

ADOT is in the process of collecting soil boring information for the Project. This information will be included in the Reference Information Documents.

Utilities

ADOT has performed a level B subsurface utility engineering (SUE) investigation of the Project. ADOT may perform a limited number of potholes. If performed, ADOT will include the information from this investigation, along with other information collected, in the Reference Information Documents. Following the release of the RFP, ADOT may allow the shortlisted Respondents to perform additional investigations of utilities on such terms as will be provided in the RFP.

ADOT is currently meeting with utility owners that may be affected by the Project to determine what, if any, agreements or memoranda of understanding will be developed prior to commencement of the Project. ADOT will provide additional information concerning the status of its coordination with utility owners in the RFP. It is anticipated that the Developer will be responsible for the majority of utility relocations required for the Project.

Right-of-Way

ADOT presently anticipates approximately 30 parcels will be partially or fully acquired to complete the Project.

ADOT intends to acquire all parcels identified for the Schematic design on a schedule to be determined. ROW plans are currently being developed for the Project. The ROW plans will be included in the Reference Information Documents.

ADOT will provide Shortlisted Proposers with periodic updates on the status of ADOT's parcel acquisitions, relocations, and demolitions prior to the Proposal Due Date. The status and updates thereto will be set forth in an Acquisition/Relocation Status Report contained in the Reference Information Documents.

Developer will be required to design and construct the Project within the Schematic Right of Way. With the exception of Temporary Construction Easements, Developer will not be required to acquire additional Right of Way for the Project, subject to certain limited exceptions that will be specified in the RFP.

Permits and Governmental Approvals

The Project will require several environmental, utility, and agency permits/approvals. A table summarizing the anticipated required permits/approvals and their associated status is provided in Appendix A. The table is not exhaustive, and Developer may be required to obtain additional permits. In addition, Developer will be responsible for obtaining required Governmental Approvals necessary for the design and construction of the Project. Developer will additionally be required to comply with certain standards and requirements imposed by the local jurisdictions affected by the Project, including the Cities of Phoenix, Tempe, and Chandler; the Town of Guadalupe; and the County of Maricopa.

1.5. Plan of Finance

The Project is receiving funding from the State, MAG, USDOT (administered through FHWA) and certain local jurisdictions impacted by the Project. The Project will be administered by ADOT, which possesses all decision-making authority with respect to the Project. Developer's sole source of contact for any issues related to the Project, unless stated otherwise, shall be through ADOT and its designated consultants.

1.6. Project Goals and Objectives

The Project will be procured and developed consistent with the ADOT's Mission and Project Goals.

ADOT Mission: "Connecting Arizona. Everyone. Every Day. Everywhere."

ADOT Project Goals:

- Improve commute and add travel choices
- Protect the environment
- Enhance pedestrian/bicycle connectivity
- Maximize cost efficiencies
- Facilitate safety improvements

1.7. ADOT'S Role

ADOT, as the Project sponsor and lead agency in charge of overall program administration, is generally expected to be responsible for the following activities:

- (a) Preparation of the RFQ and the RFP, evaluation of SOQs and Proposals, determination of shortlisted Proposers, and selection of the Developer;
- (b) Contract procurement;
- (c) Performance of preliminary surveying work, including aerial mapping and photogrammetry;
- (d) Providing certain information and data, including a schematic design and Reference Information Documents;
- (e) Acquisition of ROW parcels, and permanent easements, if any, to be identified in the RFP;
- (f) Obtaining certain environmental permits and approvals for the Project;
- (g) Conferring with utilities in advance of the Project, which includes, where possible, development of Master Agreements and memoranda of understanding pertaining to utility relocations, protection, and other Work that affects utilities;
- (h) Contract administration and compliance oversight. ADOT's contract administration and oversight responsibilities include IQA;
- (i) Review and approval of the Transportation Management Plan ("TMP") in accordance with 23 CFR 630.1012(b);
- (j) Final Acceptance of the Project facility and payment for work performed;
- (k) Operation and maintenance of the Project following Final Acceptance;
- (l) Coordination and provision of public information with third-party stakeholders and media relations/communications;
- (m) Oversight and approval for relations with media, the public and public officials; and
- (n) Other such roles and responsibilities relating to administering the Project at ADOT's sole discretion.

ADOT may use its consultants in fulfilling the responsibilities stated in this [Section 1.7](#).

1.8. Developer Responsibilities

The Developer will be generally responsible for furnishing all labor, material, equipment, services, and support facilities for, among other functions, the following:

- (a) Design and construction of all Project components;
- (b) Management of design and construction of the Project;
- (c) Certain Project-related public involvement activities;
- (d) Public Information for traffic alerts and construction status;
- (e) Coordination with Project stakeholders, other contractors, and utility owners;
- (f) Design quality;
- (g) Construction quality;
- (h) Environmental mitigation, as outlined in the approved project scope;
- (i) Environmental permitting, and other necessary governmental approvals;
- (j) Additional environmental investigations, monitoring, and investigation associated with or resulting from the Developer's activities;
- (k) Preparation and implementation of the TMP, maintenance and protection of traffic, including both temporary and permanent access to properties;
- (l) Project safety and security;
- (m) Preliminary and final engineering, such as surveys and geotechnical investigations;
- (n) ITS design and integration;
- (o) Preparation of any permitted design exceptions and/or Change of Access report(s);
- (p) Management and remediation of harmful and hazardous materials;
- (q) Drainage and erosion control;
- (r) Construction waste disposal and handling;
- (s) Required clearances, licenses, construction easements, and permits for Work, Work sites, storage areas, etc., both Onsite and off-site;
- (t) Ancillary works, such as temporary fencing, relocation of drainage, Work sites, and temporary works;
- (u) Material location, acquisition, permits, and transportation;
- (v) Obtaining Temporary Construction Easements (TCEs);
- (w) Utility coordination and relocation, and protection of existing utilities;
- (x) Compliance with Master Agreements;
- (y) Obtaining and complying with agreements with utility owners;
- (z) Site clearance; and
- (aa) Other such responsibilities and obligations as may be specified in the RFP and Contract.

2. CONTRACTUAL RELATIONSHIP

2.1. Overview of the Contracting Opportunity

ADOT is seeking proposals for a Developer that will enter into a Contract to deliver the Project and meet the Project goals. ADOT reserves the right to terminate this procurement prior to execution of a Contract, or take any such further actions permitted by law that are in the best interest of the State.

2.2. Federal Requirements

Respondents are advised that federal funds will be used to fund all or a portion of the Project costs. Therefore, the procurement documents and any agreements thereunder must conform to requirements of applicable Federal law, regulations, policies, and executive orders. These include Equal Employment Opportunity (Title VI of the Civil Rights Act of 1964, as amended), Disadvantaged Business Enterprises (“DBE”) (Title 49 CFR Part 26, as amended), Small Business requirements (15 United States Code sections 631 *et seq.*), Buy America requirements (23 United States Code section 313, 23 CFR 635.410), Executive Order 11246, and Davis-Bacon wage rates. Details as to the extent and applicability of Federal requirements to the entire Project will be set forth in the RFP. ADOT reserves the right to modify the procurement process described in this RFQ to address any concerns, conditions, or requirements of Federal agencies, including FHWA.

2.3. Disadvantaged Business Enterprises-Policy and Participation Goals

ADOT has established a Disadvantaged Business Enterprises (DBE) Program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT anticipates receiving federal financial assistance from the USDOT for the Project, and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of ADOT to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally- funded contracts. It is also ADOT’s policy to:

1. Ensure nondiscrimination in the award and administration of federally-funded contracts;
2. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. Help remove barriers to the participation of DBEs in federally-funded contracts;
6. Assist in the development of firms that can compete successfully in the marketplace; and
7. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal and using race neutral means to the maximum feasible extent to achieve the goal. Where race neutral measures prove inadequate to achieve the goal, the State is required to use race conscious measures, such as a DBE participation goal for individual contracts.

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the Design-Builder uses a percentage of DBEs to meet a contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or

increase opportunities for all small businesses.

Accordingly, ADOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the regulations thereunder, hereby notifies Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to become engaged and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

An overall Project DBE goal, as well as sub-goals for different parts of the Project, will be set by ADOT in the RFP. DBE sub-goals may be set for professional services and construction.

Developer will be required to meet the goals for both professional services and construction or demonstrate good faith efforts to do so. Proposers will be required to submit a DBE utilization plan in response to the RFP outlining how they plan to meet the Project's DBE goals. The plan must include how the Proposer plans to recruit, manage, provide oversight and monitoring, and report DBE utilization to ADOT for the Project. Proposers must include a DBE and OJT Outreach and Compliance Manager to manage the implementation of the plan. The efficacy and quality of each Proposer's DBE utilization plan will be evaluated in the RFP process.

49 CFR Part 26.39 additionally requires that ADOT's DBE Program include contracting requirements to facilitate participation by Small Business Concerns (SBCs). SBCs are for-profit businesses registered to do business in Arizona and that meet the Small Business Administration size standards for average annual revenue criteria for its primary North American Industry Classification System code.

While the SBC component of the DBE Program does not require specific utilization goals on projects, ADOT strongly encourages Proposers to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. Visit AZ UTRACS at <https://utracs.azdot.gov/> to search for certified DBEs and registered SBCs that can be used on the Project. SBC utilization on the Project must also be tracked and reported to ADOT on a monthly basis along with required DBE outreach efforts and utilization.

2.4. Labor Policies

2.4.1. Prevailing Wages

As the Contract will be for a Federal-aid project, Federal prevailing wages will apply. The applicable prevailing wages will be specified in the Contract.

2.4.2. On the Job Training (OJT) Policy and Participation Goals

ADOT created the On the Job Training Program ("OJT Program") to fulfill the Training Special Provision requirements of federal-aid highway construction contracts included in 23 CFR 230, Appendix B to Subpart A. Further, contracts for Federal-aid projects are subject to Federal OJT participation provisions as set forth under FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts. The purpose of the OJT Program is to address the underrepresentation of minority, female and veteran individuals in highway construction trades. The primary objective of the OJT Program is the training and upgrading of minorities, women, and veteran individuals on ADOT federal-aid contracts through completion of a required number of levels and hours of training within a year and eventual achievement of journey-level status. In meeting its objectives, the OJT Program shall not be used to discriminate against any training applicant, regardless of whether or not

they are a member of a minority group.

By submitting an SOQ, Respondents acknowledge such requirements and commit to comply fully with the Design-Build program provisions and Federal OJT trainee participation goal. ADOT will require that each Proposer include a DBE/OJT Outreach and Compliance Manager to manage the implementation of the DBE, OJT, and external Equal Employment Opportunity requirements of the Contract.

OJT Participation Goal: ADOT will employ a hybrid approach of Project and Developer-based OJT program goals on this project. The Federal OJT participation goal for the Project is estimated to be comprised of a minimum number or range of total hours, a minimum number or range of trainees that must be employed on the Project, and a minimum number or range of trainees that must complete sufficient hours to achieve journey-level status. These requirements will be specified in the RFP.

Proposers will be required to submit an OJT plan in response to the RFP outlining how they plan to meet the project's OJT goals within the ranges. The plan must include how the Proposer plans to recruit, manage, provide oversight and monitoring, and track and report trainee progress and completion to ADOT for the Project. Proposers will be required to include a DBE/OJT Outreach and Compliance Manager to manage the implementation of the plan and its Good Faith Efforts to meet the OJT goal(s). The efficacy and quality of each Proposer's OJT plan will be evaluated in the RFP process.

2.4.3. E-Verify

The Developer will warrant compliance with all federal immigration laws and regulations related to employees and warrant that it is in compliance with ARS, Section 23-214(A).

2.5. Bonds and Indemnity

The selected Developer will be required to indemnify ADOT and others with respect to certain third party claims arising out of the Contract or Work. The indemnity provisions will be set forth in the RFP and the Contract.

ADOT anticipates the Developer will be required to furnish Payment and Performance Bonds upon execution of the Contract, each in the amount of \$250 million. In accordance with Section 5.2.1, Respondents will be required to demonstrate, in their SOQs, capacity to obtain the required bonds.

2.6. Required Licenses

Each Proposer will be required to provide evidence at the time of submission of a Proposal that its Key Personnel, and any other relevant personnel have all licenses, registration, and credentials required by the laws of the State to complete the Work required for the Project, or can obtain such licenses, registration, and credentials by the time of Contract execution. Such information shall include any information on the revocation or suspension of any license, credential, or registration. Any personnel not so licensed at the time of Contract execution shall be subject to all legal penalties imposed by law, including but not limited to any appropriate disciplinary action by a license board or other similar entity applicable to such personnel. Failure to obtain proper and adequate licensing will, in ADOT's sole discretion, constitute a failure to execute the Contract and result in the forfeiture of the security of the Proposer.

3. PROCUREMENT PROCESS

3.1. Statutory Authority

ADOT is issuing the RFQ in accordance with the provisions of ARS Title 28, Chapter 22, Article 1 and other laws applicable to the Project.

3.2. Overview

ADOT will use a two-step process to select the Developer. This RFQ represents the first step in the process to solicit information, in the form of SOQs, from entities interested in providing the services to complete the Project. In accordance with Section 6, ADOT will evaluate the SOQs received in response to this RFQ and, on the basis of these evaluations, will shortlist Respondents.

The second step of this procurement will entail ADOT inviting shortlisted Proposers to submit Proposals and selecting one of the shortlisted Proposers in accordance with the criteria and procedures to be set forth in the RFP.

It is anticipated that the apparent successful Proposer will enter into the Contract with ADOT to design and build the Project. The Contract will set forth the method of payment for the Developer's Work, which is currently anticipated to consist of a lump-sum payment, payable in accordance with a schedule of values provided in the Proposal, as well as a final milestone payment following Final Acceptance.

3.3. Procurement Schedule

ADOT anticipates the following dates as Project milestones relevant to award of the Contract and commencement of Work. This schedule is subject to revision by Addenda and the RFP.

Issue RFQ	May 7, 2019
Final date for receipt of Respondents' RFQ questions	May 31, 2019
SOQ Due Date	July 2, 2019
Anticipated FONSI	February 2020
Shortlisting notification	August 20, 2019
Issue Draft RFP to Shortlist	September 4, 2019
One-on-one meetings with Shortlist	October 14-18, 2019
Issue Final RFP ¹ (see footnote 1 below)	January 7, 2020
Issue Final RFP Addendum	April 17, 2020
Proposal Due Date	May 14, 2020
Announce Preferred Proposer	August 21, 2020
Contract Execution	October 2020

¹ Additional one-on-one meetings will take place after issuance of the Final RFP and prior to the issuance of the Final RFP Addendum.

3.4. Questions and Requests for Clarifications

Respondents may submit comments, questions, and requests for clarification of the RFQ. Additionally, Respondents must advise ADOT of any inconsistencies, ambiguities, or problems with the RFQ. All comments, questions, notifications of issues, and requests for clarification must be submitted to one of the individuals below on Form RFQ-C via e-mail or letter and must be received by the deadline listed in Section 3.3 for receipt of Respondents' questions:

ARIZONA DEPARTMENT OF TRANSPORTATION
Santan Field Office
7130 West Fairview Street
Chandler, AZ 85226
Attention: Jedidiah Young, Procurement Manager
E-mail: i-10procurement@azdot.gov

If Form RFQ-C is submitted by letter, include an electronic copy on a USB thumb drive with the request. No verbal comments, questions, or requests for clarification, including those communicated by phone, will be accepted or considered. No comments, questions, or requests for clarification to any other ADOT office, consultant, or employee, or to the FHWA, MAG or other agency, will be considered (see Section 7).

The ADOT Procurement Manager and Project Manager are the only individuals authorized to discuss this procurement with any interested parties, including Respondents and Proposers. This restriction is in effect until the Contract is executed and effective. Any information from other sources may not be accurate and cannot be relied upon.

ADOT will respond only to those comments, questions, and requests for clarifications that ADOT deems to be material and that are not adequately addressed in previously provided documents. ADOT will post the comments, questions, and requests for clarification along with its responses. ADOT may rephrase and consolidate comments, questions, and requests for clarification concerning the same or similar subject. ADOT will not post or respond to comments, questions, and requests for clarification that are deemed confidential or request confidential responses.

ADOT has created a website ("Website") for purposes of communicating with Respondents and Proposers. ADOT will post all responses to comments, questions, and requests for clarifications on the Website. To register for access to this Website and to receive notifications, please send an e-mail to **i-10procurement@azdot.gov**.

3.5. Addenda

ADOT reserves the right to revise this RFQ by issuing Addenda up to one week prior to the SOQ Due Date specified in Section 3.3. ADOT will post Addenda on the Website and provide notification by e-mail to those potential Respondents that have registered to receive notifications pursuant to Section 3.4.

Respondents must monitor the Website for information concerning this procurement. Respondents responding to this RFQ must acknowledge in the transmittal letter (Appendix C, Form A) that they had access to and reviewed all materials posted on the Website. Failure by a Respondent to acknowledge, using Form A, that they have reviewed all materials and addenda may result in the disqualification of the Proposer's SOQ.

Respondents must acknowledge receipt of Addenda in the Transmittal Letter (Appendix C, Form A) submitted with an SOQ.

3.6. Pre-Contractual Expenses and Stipend

Respondents are solely responsible for all costs and expenses of any nature associated with responding to the RFQ, including attending briefing(s) and providing supplemental information. ADOT will not reimburse such costs in whole or in part under any circumstance.

ADOT intends to offer a stipend to each unsuccessful shortlisted Proposer that submits a timely, responsive Proposal that meets the requirements of the RFP, including an executed Stipend Agreement. Any such stipend payment will be in exchange for ownership of all Proposal work product, including but not limited to any ideas or ATCs contained therein. The amount of the stipend payment will be based on the value of such work product as determined by ADOT in ADOT's sole discretion. Additional details regarding the stipend, payment eligibility requirements, and payment terms and conditions will be set forth in the RFP. Proposers may elect to retain all rights in the concepts submitted in their Proposals, including ATCs, by foregoing the stipend.

4. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This Section 4 describes requirements that all Respondents must satisfy in submitting SOQs. Failure to submit the SOQ as required in this RFQ may, in ADOT's sole discretion, result in rejection of the SOQ. SOQs are evaluated solely on qualifications and, therefore, the inclusion of cost, work hours, and/or plan-sheet estimates in the SOQ is not permitted.

4.1. General Requirements

Appendix C contains the required forms that Respondents must submit with the SOQ. Any material modification to the forms by a Respondent may result in the SOQ being deemed non-responsive and ineligible for consideration. If a Respondent submits information in its SOQ that it believes to be protected under the ARS, Section 28-7707 and/or under ARS, Title 39, Chapter 1, Article 2, and that it wishes to protect from disclosure, then the Respondent shall mark such information as provided in Section 7.2.

4.2. Format Requirements

SOQs shall adhere to the format requirements regarding organization, number of copies, pages and binders, page format, and other general format requirements set forth in Appendix B. ADOT shall have no obligation to review any information or materials beyond such limitations or requirements.

4.3. Packaging Requirements

Proposers shall individually label all packages constituting the SOQ as follows:

**RESPONSE TO THE REQUEST FOR QUALIFICATIONS
PHOENIX-CASA GRANDE HIGHWAY (I-10)
1-17 (SPLIT) TO SR 202L (SANTAN)
ADOT Project Number: 010 MA 149 F0072 01C
Federal Number: NHPP-010-C(220)T**

4.4. Due Date, Time, and Location

All SOQs must be received no later than **2:00 pm (Mountain Standard Time)** on the SOQ Due Date specified in Section 3.3. All SOQs shall be delivered in person, courier or by mail using the U.S. Postal Service to the following address:

**ARIZONA DEPARTMENT OF TRANSPORTATION
Santan Field Office
7130 West Fairview Street
Chandler, AZ 85226
ATTENTION: Jedidiah Young, Procurement Manager**

ADOT will acknowledge receipt of each SOQ by issuing a receipt stating the date and time the SOQ is received. Any SOQ submitted after the deadline set forth herein will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

4.5. Quantities

Each Respondent must provide ADOT with one original and seven identical copies (for a total of 8) of the SOQ, plus one identical digital copy in a read-only, searchable format on a USB thumb drive. The original SOQ and each copy must be identified on its front cover, in the upper right-hand corner, and on the spine as “Original” or “Copy #__Of 7 Copies,” as applicable.

Each SOQ shall be separated into loose-leaf three-ring binders, with one binder for each of Volumes I, II, and III, as described in Section 5. Additional formatting requirements for the SOQ submittal can be found in Appendix B of this RFQ. All 8 sets of the SOQ must be packed together in one or more sealed packages. The outside of each sealed package must be clearly identified, labeled, and addressed as follows:

- (a) Return address: Respondent’s name, contact person’s name, mailing address;
- (b) Date of submittal; and
- (c) Contents labeled as required by Section 4.3.

5. STATEMENT OF QUALIFICATIONS CONTENTS

The contents in each SOQ shall include the items described in this Section 5, organized as shown in Appendix B, Table B-1. The Proposer shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in Section 6. In submitting the information required, Respondents are directed to the definitions of Equity Members, Major Non-Equity Members, and Affiliates. These definitions must be construed so that Respondent provides relevant information for its constituent entities, particularly if the Respondent is a new entity organized for the purpose of this Project. Concealing or otherwise not submitting complete information based on a restrictive interpretation of the definitions may render an SOQ or Proposal non-responsive if ADOT discovers information that should have been disclosed, as well as certain rights to terminate the Contract if not discovered until after Contract award.

The terms consortium, partnership, and joint venture are used throughout this RFQ. These terms should be construed to encompass any sort of entity consisting of multiple members and/or equity partners, including, for example, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs), and other forms of organization.

5.1. SOQ Volume I – Legal Information

ADOT’s objective in requesting the information in this Section 5.1 is to identify Respondents whose organizations, legal structures, members, and histories demonstrate their ability to remain stable and viable for the duration of the Project, and to fulfill the requirements of the Contract.

Volume I of the SOQ shall contain the following:

5.1.1 Form A – Transmittal Letter

The SOQ shall include one original (not a copy) transmittal letter (Form A) executed in blue ink by a duly authorized official of the Respondent entity. The transmittal letter shall additionally include Form A-1 for each Equity Member, printed on its letterhead stationary and executed by its Official Representative. Only one copy of the SOQ package submitted must have an original; the additional copies of the SOQ need not be originals.

5.1.2 Executive Summary

The SOQ shall contain an executive summary, not exceeding **5 pages**. The executive summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent’s SOQ and Respondent’s ability to satisfy the legal, financial, and technical requirements of the Project. Note that while the Executive Summary is included in Volume I, the Executive Summary shall describe information sought by Volumes I, II, and III.

5.1.3 Confidential Content Index

The SOQ shall include a page executed by the Respondent that sets forth the specific items, including the section and page numbers within the SOQ where such items are located, that the Respondent seeks to deem confidential, trade secret, or proprietary information protected by the Public Records Act or ARS Section 28-7707. The index shall be consistent with and identify all the Respondent’s designations of “TRADE SECRET” or “CONFIDENTIAL INFORMATION”

pursuant to Section 7.2. Blanket designations that do not identify the specific information are not acceptable and may be cause for ADOT to treat the entire SOQ as public information. If the SOQ contains no items that the Respondent deems confidential, trade secret or proprietary information protected by the Public Records Act or ARS Section 28-7707, the transmittal letter must state as such.

5.1.4 Legal Qualifications

In addition to the information required by Form L-2, the SOQ shall include the following information regarding legal issues of the Respondent and its Equity Members, Major Non-Equity Members, and Affiliates.

a. Legal Issues

Identify and explain any significant anticipated legal issues that the Respondent must resolve to carry out the Project and its obligations under the Contract. If there are no such legal issues, affirmatively state that there are none.

b. Legal Liabilities

Provide a description of all instances during the preceding five years involving design and/or construction projects in which the Respondent, any Equity Member, or any Major Non-Equity Member, or any Affiliate of the foregoing:

- (i) was determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for (A) a breach of contract or (B) damages, liquidated damages, fees, charges, rents, penalties, or other sums (regardless of how defined, labeled or characterized in the contract) for delay, non-compliance, breach, or design or construction defect, where the amount determined was in excess of \$1 million;
- (ii) paid, or agreed or consented to pay (including by way of settlement, even if without admission of liability), liquidated damages, fees, charges, rents, penalties or other sums (regardless of how defined, labeled or characterized in the contract) claimed or assessed for delay, non-compliance, breach, or design or construction defect, where the cumulative amount paid, or agreed or consented to be paid was in excess of \$1 million;
- (iii) had imposed or charged against it, paid, agreed or consented to pay, any form of damages in excess of \$100,000, whether liquidated damages or otherwise, due to lane closures outside permitted times or failure to provide Key Personnel; or
- (iv) had its contract terminated for cause.

For each instance, describe the nature of the breach or liability, amount involved or assessed, delays, design or construction defect, and the reason for the liability or termination for cause, as applicable, and identify the owner and an owner's representative of the project(s), as well as a current phone and e-mail address for that owner's representative. If there is any court case name and file or any reported case decision, provide the citation to the case name and file or case decision.

If there are no such instances, affirmatively state that there are none.

c. Legal Proceedings

To the extent not disclosed in response to Section 5.1.4, subpart b, provide a list and a brief description (including the resolution, if any) of each arbitration, litigation, dispute review board, mediation, and other dispute resolution proceeding commenced or in process at any time during the last five years involving the Respondent, any Equity Member or any Major Non-Equity Member, or any Affiliate of the foregoing, with respect to a highway design and/or construction project, where the amount in dispute exceeded \$1 million. Include proceedings that remain pending as well as those that have concluded. If there is any court case name and file or any reported case decision, provide the citation to the case name and file or case decision.

For each project included in the response to Section 5.3.1 (Relevant Experience), include a list of proceedings, if any, providing the information required in the preceding paragraph, regardless of whether the dispute occurred during the past five years. For each instance, identify the owner and an owner's representative with a current phone and e-mail address. This information must be included in this Volume I – Legal Information, and not in Volume III – Technical Information.

If there are no such proceedings, affirmatively state that there are none.

d. Disciplinary Actions

Provide a list and description of all disciplinary actions taken by any governmental regulatory body or professional standards organization against the Respondent, any Equity Member, Major Non-Equity Member, any Affiliate of the foregoing, or any proposed Key Personnel during the last five years. For purposes of measuring the five-year time frame in this paragraph, “the last five years” shall include the date on which such action concluded, including the completion or termination of any suspension or probationary period. Identify the project or projects related to the disciplinary action and a representative with a current phone and e-mail address for the governmental regulatory body or professional standards organization with knowledge of the disciplinary action.

If there are no such disciplinary actions, affirmatively state that there are none.

Failure to fully disclose this information, conditional or qualified submissions (e.g., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.), incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling ADOT to contact owner representatives may, in the sole discretion of ADOT, lead to a lower evaluation score or a “fail” rating for the Respondent or disqualification from the procurement process. If the failure to respond in full to this section is not discovered until after Contract award, ADOT may require the Developer to replace the relevant entity or person with a comparable substitute and may take such other action as deemed necessary, up to and including termination of the Contract.

5.1.5 Legal Structure

a. The Respondent

The Respondent must identify its legal name. If the name is a “doing business as” (DBA), identify all underlying names, including the official name under which the entity is registered as a business organization. Identify an authorized representative (a natural person) and include the following information: name, title, address, telephone number, and e-mail address. Identify Respondent's form and state of organization. If the Respondent is a consortium, partnership, or

any form of a joint venture, the SOQ shall contain a copy of the agreement between the constituent entities for purposes of pursuing the Project. If such an agreement has not yet been finalized and fully executed, the SOQ shall contain a summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting a Proposal, and the anticipated execution date. Executed agreements or summaries of key terms shall be included in Appendix I-A. Pursuant to ARS Section 28-7705 (G), if the Developer is a foreign private entity, as defined therein, then at the time of Contract award it will be required to provide evidence to ADOT and the State Transportation Board that it is in compliance with the requirements of ARS, Title 10, Chapter 38.

Proposers may be required to submit with their respective Proposals a guarantee on a form provided by ADOT. Additional details concerning the requirements for a Guaranty are discussed below and will be specified further in the RFP.

b. Equity Members

For each Equity Member of the Respondent, identify the entity's role, planned equity ownership percentage, and the entity's legal organization and state or location of its organization.

c. Major Non-Equity Members and Other Members

Identify all Major Non-Equity Members and any other members that the Respondent wishes to identify in its SOQ. For each Major Non-Equity Member and other member of the Respondent, identify the entity's role and the entity's legal organization and state of organization.

If the Lead Builder, or Lead Engineering Firm, is a consortium, partnership, or any form of joint venture, the SOQ shall contain a corresponding, executed agreement between the constituent entities, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated agreement, including percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting the Proposal, and the anticipated execution date. Executed agreements or summaries of a contemplated agreement's key terms shall be included in Appendix I-A of the SOQ. Respondent may not be comprised of more than one Lead Builder, or Lead Engineering Firm; provided, however, that the foregoing shall not preclude the Lead Builder, or Lead Engineering Firm, from being a consortium, partnership or any form of joint venture. If the Lead Builder, or Lead Engineering Firm, is structured as a consortium, partnership or any form of joint venture, as applicable, it must be structured such that each constituent member is jointly and severally liable for any obligations or liabilities of the entity.

5.1.6 Form L-1 – Respondent's Organization Information

The SOQ shall include an executed original of Form L-1 for the Respondent, each Equity Member, each Major Non-Equity Member, and each Guarantor, as applicable.

5.1.7 Form L-2 – Certification/Questionnaire

The SOQ shall include an executed original of Form L-2 for the Respondent, each Equity Member, each Major Non-Equity Member, and each Guarantor, as applicable.

5.1.8 Organizational Conflicts of Interest

The SOQ shall include the following:

a. Conflict of Interest Statement

A statement from the Respondent identifying any actual and/or potential conflicts of interests the Respondent may have pursuant to the conflict of interest policy for the Project provided as Attachment 1 to this RFQ (see Section 3.3.1 of Attachment 1). If any actual or potential conflict of interest is identified, the Respondent shall describe how it would be resolved or avoided prior to Contract award.

b. Affirmation Statement

A statement affirming that neither the Respondent nor any constituent member of the Respondent is in violation of ARS Section 41-2517(C). For more information, see Section 7.3.

c. Disclosure and Certification

A disclosure listing and identifying all former ADOT employees that are employed by Respondent or its Equity Members, Major Non-Equity Members, and Affiliates and whose employment with ADOT ended, for whatever reason, in the 12 months preceding the date of issuance of this RFQ and a certification that no such former employee has made any material decisions about the Project while employed by ADOT. If there are no such individuals, the Respondent shall affirmatively state that there are none.

5.1.9 Powers of Attorney

If the Transmittal Letter (Form A) is executed by a person acting pursuant to a power of attorney, the Respondent shall include with the Transmittal Letter a true and complete copy of the executed power of attorney.

5.2. SOQ Volume II – Financial Information

ADOT’s objective in requesting the information in this Section 5.2 is to identify Respondents who possess the financial capacity to enter into the Contract and the resources to complete the Project successfully.

Volume II of the SOQ shall contain the following:

5.2.1 Surety Letters

Provide evidence from a surety or an insurance company evidencing that the Respondent or Lead Builder is capable of obtaining a Performance Bond and a Payment Bond each in an amount of at least \$250 million. This evidence shall take the form of a letter from a surety/insurance company indicating that such capacity exists for the Respondent or Lead Builder. Letters indicating “unlimited” bonding capability are not acceptable.

The surety/insurance company providing such letter must be rated in one of the two top categories (i.e., AA- or its equivalent) by two nationally recognized rating agencies, or “A minus” or better or “Class VIII” or better by “AM Best Company,” and must state the relevant rating in the letter. The letter must specifically state that the surety/insurance company is an admitted surety or insurer (approved by the Arizona Department of Insurance), and has read this RFQ and evaluated the

Respondent's or Lead Builder's backlog and work-in-progress in determining the Respondent's or Lead Builder's bonding capacity. In instances where the response to Section 5.2 contains descriptions of proposed or anticipated changes in the financial condition of the Respondent, or any other entity for which financial information is submitted, the surety/insurance company must certify that its analysis specifically incorporates a review of the factors pertinent to such changes and identifying any special conditions that may be imposed before issuance of surety bonds for the Project.

If a Respondent or Lead Builder, as applicable, is a consortium, partnership, or any form of joint venture, separate letters for one or more of the individual Equity Members of the Respondent or joint venture member, partner or member of the Lead Builder, as applicable, are acceptable, as is a single letter covering all Equity Members.

5.2.2 Financial Statements

Financial statements for the Respondent, the Equity Members, and the Major Non-Equity Members for the three most recently completed fiscal years shall be provided. At its election or as required by Section 5.2.2 (f), the Respondent shall also submit financial statements for a Guarantor for the three most recently completed fiscal years. The financial statements must include:

- Opinion Letter (Auditor's Report);
- Balance Sheet;
- Income Statement;
- Statement of Changes in Cash Flow; and
- Footnotes.

In addition, financial statements must meet the following requirements:

a. GAAP or IFRS Compliant

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant identifying and discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

b. U.S. Dollars

Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars, within one month of the SOQ due date, by a certified public accountant.

c. Audited

Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer, or treasurer (or by such equivalent position or role) of the entity.

d. English

Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.

e. Joint and Several Liability

If the Respondent is a consortium, partnership, or any form of joint venture, the Equity Members of the Respondent will be required to be jointly and severally liable for all obligations of the Respondent entity.

f. Guarantor

Guarantors will be required for Respondents that are newly formed (within the preceding two years or for the purpose of pursuing this Project) or that do not have a minimum Tangible Net Worth (measured as the aggregate Tangible Net Worth of all Equity Members, and measured based on the audited financial statements of the fiscal year most recently ended) of \$250,000,000. In addition, ADOT may, in its discretion based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting, regardless of whether Respondent is newly formed or meets the minimum Tangible Net Worth requirement. If a Guarantor is required, or Respondent intends to include a Guarantor to satisfy the requirements herein, the financial statements of the Guarantor(s) must be provided with the Respondent's SOQ. Respondents shall clearly identify when and for what purpose they are providing the financial statements of a Guarantor. If ADOT requires a Guarantor as a condition of shortlisting, but Respondent has not otherwise provided the financial statements of a Guarantor that ADOT deems acceptable, then ADOT will require Respondent to provide the Guarantor's financial statements by a time specified in ADOT's notice to Respondent that a Guarantor is required. If a Guarantor is required or the financial statements of a Guarantor are submitted, Respondent must still comply with all other requirements in the RFQ for the submission of financial information.

g. SEC Filings

If the Respondent or any other entity for whom financial information is submitted in the SOQ files reports with the Securities and Exchange Commission, then such financial statements shall be provided by including the entity's most recent Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K that has been filed since the latest filed 10-K.

5.2.3 Credit Ratings

Respondent shall provide: (i) a list identifying each entity for which financial statements are provided; (ii) a statement indicating whether each entity has a credit rating; and (iii) for each entity with a rating, all current ratings.

5.2.4 Material Changes in Financial Condition

Respondent shall provide information regarding any material changes in financial condition to each of Respondent, any Equity Member and any Major Non-Equity Member, and, if applicable, each Guarantor for the past three fiscal years and anticipated for the next fiscal year. In each case, if any

of the foregoing entities is a consortium, partnership, or any form of joint venture, Respondent shall provide this information for all members. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the factors underlying the change will continue during the period of performance of the Project, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses, and the change in equity shall be provided separately for each material change certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role). References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall additionally provide a discussion of measures that it would undertake to insulate the Project from such negative material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what ADOT considers a material change in financial condition. This list is intended to be indicative only, and is not exhaustive.

List of Representative Material Changes:

- (a) An event of default or bankruptcy involving the affected entity, or an entity directly or indirectly controlling of the affected entity;
- (b) A change in Tangible Net Worth of 10% or more of shareholder equity;
- (c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or an entity directly or indirectly controlling the affected entity;
- (d) A downgrade in credit rating for the affected entity or an entity directly or indirectly controlling the affected entity;
- (e) Non-payment of any debt service when due;
- (f) Inability to meet material conditions of loan or debt covenants by the affected entity or an entity directly or indirectly controlling the affected entity, which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- (g) In the current and three most recently completed fiscal years, the affected entity or an entity directly or indirectly controlling the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a

restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or

- (h) Other events known to the affected entity that represent a material change in financial condition over the past three fiscal years, or may be pending for the next fiscal year.

At the sole discretion of ADOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

5.3. SOQ Volume III – Technical Information

ADOT’s objective in requesting the information in this Section 5.3 is to identify Respondents whose members and Key Personnel possess the technical qualifications, experience, capability, and capacity to design and build the Project successfully. For purposes of responding to this Section, wherever the RFQ requests information and experience for projects of similar size and complexity to the Project, only prior experience that fits the below description shall be sufficient:

the new construction, rehabilitation, and/or improvement of more than one traffic-heavy, limited access highway projects with multiple travel lanes, bridges, and interchanges with a total aggregate construction value of a minimum of \$500 million where the relevant work was completed within the last ten (10) years, and where each project included to comprise the aggregate amount had a construction value of at least \$100 million.

SOQs that do not demonstrate experience meeting or exceeding these minimum qualifications shall be considered non-responsive and not evaluated further.

Volume III of the SOQ shall contain the following:

5.3.1. Respondent Experience and Past Performance

The SOQ shall contain the following items documenting the Respondent’s experience and past performance:

- a. Form E – Project Contact Information

Complete Form E for each project listed on Forms E-1, and E-2.

- b. Forms E-1, and E-2– Relevant Experience Tables

The SOQ shall contain completed Forms E-1, and E-2, as follows:

1. Form E-1: Relevant Design Experience – Provide details for projects of similar size and complexity to the Project in compliance with the requirements of Section 5.3 and the instructions set forth in the notes in Form E-1, and considering the evaluation criteria set forth in Section 6.3.1(b) for relevant design experience.
2. Form E-2: Relevant Construction Experience – Provide details for projects of similar size and complexity to the Project, in compliance with the requirements of Section 5.3 and the instructions set forth in the notes in Form E-2, and considering the evaluation criteria set forth in Section 6.3.1(a) for relevant construction experience.

c. Project Descriptions-Narrative

The SOQ shall include a narrative description for each project listed in Forms E-1 and E-2. Each project description shall comply with the page limitation in Appendix B and include the following information:

1. Description of how the work experience on the project demonstrates the Respondent's experience and capabilities, considering the evaluation criteria set forth in Section 6.3.1(a), (b), or (c), as applicable;
2. Techniques used to achieve the owner's price and schedule objectives;
3. Initial bid price and final contract price for the project. State the quantity (i.e., number) and dollar value of contract modifications and include the quantity and dollar value of contract modifications and claims, and explanation of the causes for contract price change(s), whether upward or downward. In addition to the number of final contract modifications, provide the quantity of requested contract modifications and an explanation of any difference between the number of requested contract changes and actual contract changes or modifications;
4. Techniques used to avoid delays and minimize claims; and
5. Initial scheduled completion date and actual completion date for the project. Include the amount of schedule delay or savings, and an explanation of the causes for the delay or savings.

Note: Respondents are required by Section 5.1.4(c) to provide a list of and information concerning legal proceedings and/or disputes for each project listed in Forms E-1 and E-2. This information is to be included in Volume I – Legal Information, and not in Volume III – Technical Information.

d. Relevant Experience - Narrative

The SOQ shall contain a narrative that summarizes the Respondent's relevant experience in the areas listed below, including by discussing examples from the projects identified in Forms E-1 and E-2. For each topic, the Respondent shall identify the member(s) (e.g., the entities comprising the Respondent or its intended Key Personnel) to which the relevant experience applies, and the projects (from Forms E-1 and E-2) on which the member(s) gained such experience. This narrative shall meet the page limitation defined in Appendix B. The response to this section should consider the evaluation criteria in Section 6.3.1 and provide relevant information not captured by Forms E-1, or E-2.

1. Urban highway reconstruction with and during heavy traffic usage;
2. Managing maintenance of traffic for large highway projects that are located in urban community areas and that present unique traffic challenges, such as multiple, close-range merges from other highways and heavily congested roadways;
3. Construction/reconstruction using innovative designs, methods, and materials;
4. Construction of major highways in environmentally sensitive areas and urban community areas with multiple stakeholders;
5. Managing utility coordination and relocations in a developed corridor with multiple

- utility owners;
6. Integration of ITS;
 7. Integration of design and construction, and consideration of life cycle operations and maintenance activities;
 8. The design and construction of collector-distributor (C/D) roads on busy highways;
 9. Implementation of community relations and outreach programs (including website development and maintenance) for projects on which the Respondent was responsible for communication with the public about the project, traffic updates, and progress of construction;
 10. Design and construction of bridges and interchanges over highways and highway structures;
 11. Environmental permitting; and
 12. Description of how, if at all, the Equity Member(s) and Major Non-Equity Member(s) have worked together in the past, and the experience such Equity Members(s) and Non-Equity Members(s) have with design-build projects.

5.3.2. Respondent Organization

a. Management Structure

Describe the Respondent's management structure, including coordination with constituent entities, allocation of roles and responsibilities within the Respondent's organizational structure, and how the Respondent will institutionally operate. Describe how the Respondent's management structure will facilitate completion of all Work required for the Project. Describe the prior experience, if any, of the Respondent, Equity Members, and Major Non-Equity Members working together within a consortium, partnership or any form of joint venture.

b. Independent Quality Firm for Construction Work

The Developer will be required to have a construction IQF subcontractor at all times during the Project. However, Respondents are not required to identify the IQF in their SOQs. The shortlisted proposers will be required to identify the IQF in their Proposals.

The IQF cannot be an Affiliate of the Respondent entity, nor an Affiliate of any Subcontractor that Respondent has or will engage on the Project. Additional details concerning the role of the IQF will be provided in the RFP.

c. Organizational Charts

Provide an organizational chart(s) identifying individuals who are responsible for major Project functions, and their reporting relationships, in managing, designing, and building the Project. The chart(s) must show the functional structure of the organization down to the design discipline leader or construction superintendent level and identify Key Personnel by name. Identify all Equity Members and Major Non-Equity Members in the charts. Identify the critical support elements and relationships of project management, project administration, design management,

construction management, maintenance of traffic, quality control, safety, environmental compliance, subcontractor administration, and management of maintenance during construction.

5.3.3. Key Personnel

a. Form F – Proposed Key Personnel Information

The SOQ shall contain a completed Form F providing the information required for each Key Personnel position.

b. Key Personnel Resumes

Provide separate resumes for all Key Personnel, as well as other relevant personnel included in the organization chart required under Section 5.3.2(b). Resumes for Key Personnel shall be limited to two pages each and one page for all other individuals. Resumes will not be counted towards the overall SOQ page limit, and must include the information relevant to the experience set forth in the table below.

The following table provides a brief job description and duties of the Key Personnel assigned to the Project. All Key Personnel will be required to be Onsite to the extent identified in the table below. The number of years of relevant experience listed for each Key Personnel position represents a target goal for evaluation purposes and is not a mandatory, minimum requirement for that position.

Key Personnel	Job Description/ Relevant Years of Experience
Project Manager	<p>This individual will be responsible for the overall design, construction, quality, and contract administration for the design and construction of the Project. This individual will be required to be Onsite full time for the duration of the Project. This individual must be a registered professional engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 20 years on complex highway infrastructure projects. • 10 years managing the design and construction of major urban freeway systems. • 5 years of major design-build project management of major urban freeway systems.
Construction Manager	<p>This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the Project. This individual must be a registered professional engineer in the State by the time of Contract execution. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on complex highway infrastructure projects. • 10 years managing the construction of major urban freeway systems. • 5 years of major design-build construction management of major urban freeways.

Key Personnel	Job Description/ Relevant Years of Experience
Design Manager	<p>This individual will be responsible for coordinating the individual design disciplines and will be responsible for ensuring that the overall Project design is completed and design criteria and requirements are met. This individual will be assigned full time to the Project and must be employed by the Lead Engineering Firm, and, in the Developer entity, under the direct supervision of the Project Manager. This individual will be Onsite full-time while design is ongoing and until construction is at least 50% complete, whichever is later, and thereafter as needed. This individual will be responsible for design quality management and shall be the engineer of record who will have primary responsibility for design work under the Contract. This individual must be a registered professional engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on complex highway infrastructure projects. • 10 years managing the design of major urban freeways. • 5 years of design-build design management of major urban freeways.
Maintenance of Traffic Manager	<p>This individual will be assigned to the Project full time and Onsite for the duration of the Project and will oversee MOT functions during construction. The individual will be responsible for evaluating the Developer’s sequencing, designs, traffic plans, staffing, safety, and other functions that relate to MOT during construction. This individual must be at the Project Site or on-call during major construction work that requires the closing of one of more lanes of travel for more than four hours, with the exception of certain work that will occur during approved overnight hours. This individual must be a registered Professional Engineer and a Professional Traffic Operations Engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years of experience on complex highway infrastructure projects • 10 years managing the design of MOT solutions • 5 years of major design-build project experience
Quality Manager	<p>This individual will be responsible for establishing and supervising Developer’s quality assurance and quality control program for the design and construction of the Project. This individual will work directly for the Developer under the direct supervision of an executive officer above the level of, and under a line of authority independent of, the Project Manager. This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the Project. This individual must not be assigned any other duties or responsibilities on this Project or any other projects. This individual shall have the authority to stop design or construction Work at any time and in the individual’s sole discretion. This individual must be a registered Professional Engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on complex highway infrastructure projects. • 5 years coordinating and managing quality programs on major freeway projects. • 5 years of major design-build management of major urban freeways.

Key Personnel	Job Description/ Relevant Years of Experience
Safety Manager	<p>This individual will be responsible for establishing and supervising Developer’s safety program and implementing and coordinating the TMP per 23 CFR 630.1012 for the Project. This individual will work directly for the Developer and report directly to the Project Manager. This individual will be assigned to the Project full time and will be required to be Onsite during the construction phase of the Project. This individual must be familiar with FHWA work zone safety regulations and OSHA, and must have at least ten years of experience with roadway work zone safety. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on complex highway infrastructure projects. • 5 years coordinating safety programs on major freeway projects. • 5 years of major design-build construction management of major urban freeways.
Public Relations Manager	<p>This individual will be responsible for supporting ADOT’s effort to involve the community in the Project and will oversee public communications, which entails notifying the public of such critical matters as traffic delays, detours, planned closures, construction progress, and other relevant information to keep the public fully apprised of how the Project impacts the community. This individual will work directly for the Developer and report to the Project Manager. This individual will be assigned to the Project full time.</p> <ul style="list-style-type: none"> • 10 years working on communications or community relations programs. • 5 years coordinating public outreach programs on major urban freeway projects. • 5 years of community relations experience on major design-build construction project along major urban freeways.
Utility Adjustment Coordinator	<p>This individual will be responsible for coordinating the utility adjustment and relocation requirements for the Developer and leading the efforts to resolve any utility conflicts that may arise during construction. This individual will work directly for the Developer and report to the Construction Manager. This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the Project. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years on complex highway infrastructure projects. • 5 years coordinating design and construction of utility adjustments and relocations for major urban freeway projects.
Environmental Compliance Manager	<p>This individual will be responsible for coordinating the environmental permitting requirements for the Developer and ensuring that issues are resolved before and during construction work. This individual will work directly for the Developer and report to the Construction Manager. This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the Project. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years on complex highway infrastructure projects. • 5 years managing environmental compliance activities and permitting for major urban freeway projects.

Key Personnel	Job Description/ Relevant Years of Experience
DBE/OJT Outreach and Compliance Manager	<p>This individual will be assigned to the project full time for the duration of the Project and will coordinate with ADOT’s General Engineering Consultant DBE/OJT Compliance Specialist, Project Federal Compliance Committee, and ADOT’s Business Engagement & Compliance Office to help ensure project goals are met. This individual will be responsible for DBE/OJT, EEO and small business recruitment, outreach, management, monitoring, oversight, and reporting. Relevant experience:</p> <ul style="list-style-type: none"> • Must have strong knowledge and understanding of the federal DBE, OJT, and EEO program requirements. • 5 years of experience managing DBE, OJT or EEO programs.

c. Express Commitment Regarding Key Personnel

Provide an express, written statement committing that the Key Personnel designated in the SOQ for the positions or roles described Section 5.3.3(b) shall be available to serve the role identified for the Project. While ADOT recognizes personnel availability and scheduling issues impact the Respondents, Respondents are urged only to identify personnel that they believe will be available for and assigned to the Project for the positions identified. See Section 6.5 regarding requirements for ADOT’s written consent to changes in the Key Personnel. Precise procedures concerning such changes will be set forth in the RFP.

d. Liquidated Damages for Unauthorized Removal or Unavailability of Key Personnel

The Developer will be responsible for ensuring that Key Personnel fulfill the time commitments stated in the requirements above. Due to the significant damage caused by the unavailability of Key Personnel, the RFP and/or the Contract will contain a schedule of liquidated damages if Key Personnel fail to meet the requisite time commitments, are removed from the Project without proper cause, or become unavailable for a specified time-period.

5.3.4. Understanding and Approach to Design-Build Contracting

Provide a narrative explanation of the Respondent’s understanding of design-build projects and the most important risks and challenges faced. The narrative should also provide a brief description of the significant functional relationships among participants outlined in the organization chart described in Section 5.3.2.

5.3.5. Project Technical and Management Approach

- a) Identify and describe, at a conceptual level, Respondent’s understanding of the Project’s critical technical issues and the approach to successful resolution of them.
- b) Provide a brief narrative explaining Respondent’s understanding and management approach to delivering the Project as a design-build for the following items:
 - Budget
 - Schedule

- Design and Construction
- Maintenance of Traffic
- Utility Coordination
- Quality
- Safety
- Approach to Resolving Project Disputes and Partnering
- Public Information
- Disadvantaged Business Enterprise/Equal Employment Opportunity (DBE/EEO)

5.3.6. Quality Management

Provide a narrative explaining the Respondent's experience and demonstrating effectiveness with respect to:

- a) Quality assurance/control during design activities;
- b) Quality assurance/control during construction activities;
- c) Coordination between the project owner and the QA/QC organization;
- d) Coordination with IQF; and
- e) Coordination with other agencies.

A preliminary quality assurance/quality control plan, including how it coordinates with ADOT's IQA program, will be a requirement of the shortlisted Proposers in response to the RFP. The quality assurance/quality control plan will additionally be required to address how the Respondent would interact and gain the most benefit from the IQF that will review and test construction work for conformance to the Contract.

5.3.7. Safety Information

The SOQ shall contain a Form S for each of Respondent, Equity Member, and Major Non-Equity Member that will participate in construction of the Project, as applicable.

5.3.8. Form PP-1 – Past Performance - Awards

The SOQ may, at the Respondent's election, contain a separate, completed Form PP-1 for the Respondent, each Equity Member, and each Major Non-Equity Member, as applicable.

5.3.9. Form PP-2 – Environmental Past Performance

The SOQ may, at the Respondent's election, contain a separate, completed Form PP-2 for the Respondent, each Equity Member, and each Major Non-Equity Member, as applicable.

6. EVALUATION PROCESS

The objective of the RFQ step of this procurement is to shortlist Respondents with the legal, technical, financial, and management capability, capacity, and experience to successfully undertake and complete the design and construction of the Project. Accordingly, SOQs will be reviewed for responsiveness and evaluated against certain pass/fail criteria and qualitative evaluation factors, as described in this Section 6. The information provided in this Section 6 is intended to assist Respondents in organizing their structure and preparing their SOQs.

6.1. Responsiveness Review

Each SOQ will be reviewed for (a) the Respondent's responsiveness to the requirements set forth in this RFQ, including with respect to provisions of this RFQ that describe grounds for disqualification, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. Any SOQs deemed not responsive to this RFQ may be excluded from further consideration and the Respondent will be so notified. ADOT may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation or failure to fully disclose required information.

6.2. Pass/Fail Evaluation

ADOT will evaluate each SOQ against the pass/fail criteria described in this Section 6.2. A Respondent must achieve a "pass" in ADOT's sole discretion on all pass/fail criteria for its SOQ to be evaluated qualitatively against the evaluation criteria described in Section 6.3.

- a) The SOQ contains an original, executed Transmittal Letter (Form A), supplemental letters (Form A-1) signed by each other Equity Member on its firm letterhead, and, if necessary, copies of powers of attorney, as required in Section 5.1.9;
- b) Neither the Respondent nor any other entity that has submitted Forms L-1 and L-2, legal information, as required in Sections 5.1.6 and 5.1.7, is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government, or the state or local government of or within any U.S. state;
- c) The information disclosed in the SOQ in response to Sections 5.1.4, 5.1.5, 5.1.6, and 5.1.7, including in Forms L-1 and L-2 does not indicate a material risk that the Respondent may be unable to undertake the Project;
- d) The SOQ contains the statements, disclosure, and certification regarding organizational conflicts of interest required under Section 5.1.8, and ADOT has determined that (i) any actual or potential conflict of interest that is disclosed can be avoided or resolved prior to Contract award, and (ii) there exists no known violation by the Respondent of ARS Section 41-2517;
- e) The Respondent is not comprised of an Equity Member or Major Non-Equity Member that belongs to more than one Respondent, is an Affiliate of another Respondent, or an Affiliate of an entity involved in the SOQ of another Respondent, unless ADOT in its sole discretion grants a written waiver of the conflict of interest;
- f) The Respondent makes the express, written commitments regarding Key Personnel required by Section 5.3.3(c);
- g) The Respondent, or Lead Builder, is capable of obtaining a payment and performance bond each in the amount of not less than \$250 million from a surety or insurance company that is

- (i) admitted to do business in the State, and (ii) rated in the top two categories (i.e., AA- or its equivalent) by two nationally recognized rating agencies, or rated “A minus” or better and “Class VIII” or better by A.M. Best Company;
- h) The Respondent, in ADOT’s judgment, has the financial capability to carry out the Project, as demonstrated by the materials provided in Volume II of the SOQ; and
- i) The information disclosed in the SOQ in response to Section 5.3.7, including Form S, does not indicate a material risk that the Respondent may be unable to develop and implement an effective safety program for the Project that ensures safety and protects the traveling public.

6.3. Qualitative Evaluation Factors and Weightings

Each responsive SOQ that achieves a “pass” on all the “pass/fail” criteria described in Section 6.2 will be evaluated against the qualitative evaluation factors, and scored based on the corresponding weightings set forth in this Section 6.3.

Note: Under this Section 6.3, a project of “similar size and complexity to the Project” includes:

the new construction, rehabilitation, and/or improvement of more than one traffic-heavy, limited access highway projects with multiple travel lanes, bridges, and interchanges with a total aggregate construction value of a minimum of \$500 million where the relevant work was completed within the last ten (10) years, and where each project included to comprise the aggregate amount had a construction value of at least \$100 million.

6.3.1. Respondent’s Experience and Past Performance (30%)

The background and experience of the Respondent and the entities that comprise it in designing and constructing projects similar in size and complexity to the Project will be evaluated in accordance with the factors described in this Section 6.3.1.

- a) Lead Builder – The extent to which the Respondent satisfies or exceeds the requirements for relevant construction experience as follows:
 - 1) Construction of one or more project(s) of similar size and complexity to the Project.
 - 2) Extent and depth of experience completing or substantially completing work for projects similar in size and complexity to the Project, on time and within a fixed price, using the design-build project delivery method.
 - 3) Experience constructing heavily-trafficked highway projects of similar size and complexity to the Project in which managing maintenance of traffic was vital to the success of the project(s) and required innovative solutions to overcome such issues as heavy traffic volume and limited alternative routes.
 - 4) On-time management of construction with a demanding schedule for projects similar in size and complexity to the Project.
 - 5) The extent and depth of experience in constructing highway projects similar in size

and complexity to the Project, where the projects included integration and coordination with complex utility interfaces with multiple utility owners.

- 6) Extent and depth of experience in completing construction of bridges on or over congested highways.
 - 7) Extent and depth of experience in use of the ATC process and other innovative means of design and construction on design-build or other alternative project delivery methods that resulted in savings of costs and time to completion.
- b) Lead Engineering Firm – The extent to which the Respondent satisfies or exceeds the requirements for relevant design experience as follows:
- 1) Final design of one or more highway project(s) of similar size and complexity to the Project.
 - 2) The extent and depth of experience in designing highway projects similar in size and complexity to the Project that required integration and coordination with complex utility interfaces and with multiple utility owners.
 - 3) The extent and depth of experience designing highway projects of similar size and complexity to the Project with heavy traffic and in which maintenance of traffic during construction is critical to the project's success.
 - 4) The extent and depth of experience in completing design work for design-build highway projects similar in size and complexity to the Project.
 - 5) Experience in design coordination with multiple stakeholders for projects similar in size and complexity to the Project and with significant environmental constraints.
 - 6) The extent and depth of experience in completing design work for bridges and interchanges on or over congested highways.
 - 7) The extent of experience designing collector/distributor roads.
 - 8) Extent and depth of experience in use of the ATC process and other innovative means of design and construction on design-build or other alternative project delivery methods that resulted in savings of costs and time to completion.
- c) Respondent Member Integration – The extent to which the Respondent satisfies or exceeds the following:
- 1) The extent to which the Respondent's Lead Engineering Firm and Lead Builder have worked together in successfully designing and constructing projects similar in size and complexity to Project.
 - 2) The extent and depth of Respondent's experience in managing and integrating all aspects of work under a design-build contract in a quality, timely, and effective manner.

6.3.2. Respondent's Organization and Key Personnel (30%)

The Respondent's organization and Key Personnel will be evaluated in accordance with the factors described in this Section 6.3.2.

- a) The length and depth of experience of the Respondent's Project Manager and Construction Manager in managing projects of similar size and complexity to the Project and facing issues and constraints similar to those on this Project.
- b) The length and depth of experience of the Respondent's Design Manager in managing the design of projects of similar size and complexity to the Project and facing issues and constraints similar to those on this Project;
- c) The length and depth of experience of the Respondent's Quality Manager in developing, implementing, and maintaining quality management systems of similar size and complexity to the Project;
- d) The length and depth of experience of the Respondent's Maintenance of Traffic Manager in managing traffic flow, detours, necessary volume at peak times, and avoidance of unnecessary lane closures and shutdowns on projects of similar size and complexity to the Project; in particular, on crowded urban freeway corridors.
- e) The length and depth of experience of the Respondent's Public Information and Communications Manager in developing and conducting effective public relations, outreach, and communications that proactively manages public expectations during the construction of urban highway projects of similar size and complexity to the Project by keeping the public apprised of and aware of traffic concerns, roadway closures, detours, construction progress, and other similar factors;
- f) The length and depth of experience of the Respondent's Utility Adjustment Coordinator in implementing and coordinating utility relocation activities with major stakeholders on projects of similar size and complexity to the Project;
- g) The length and depth of experience of the Respondent's Environmental Compliance Manager in completing environmental permitting for projects of similar size and complexity to the Project;
- h) The length and depth of experience of the Respondent's Safety Manager in implementing and maintaining a safety program on projects of similar size and complexity to the Project;
- i) The extent to which the Respondent's organization demonstrates stability and is capable of functioning as a well-integrated Design-Build team that will effectively manage Project risks; and
- j) The extent to which the Respondent demonstrates how the Respondent's significant functional relationships among the participants identified in the organizational chart described in Section 5.3.2 would contribute to the success of the Project and meet ADOT's goals set forth in Section 1.6.
- k) The length and depth of experience of the Respondent's DBE/OJT Outreach and Compliance Manager in managing, implementing and monitoring DBE/OJT Outreach and Compliance programs on projects utilizing FHWA and/or state funds.

6.3.3. Understanding of the Project and Approach to Design-Build Contracting for The Project (20%)

The Respondent's understanding of the Project and approach to design-build contracting will be evaluated in accordance with the factors described in this Section 6.3.3.

- a) The extent to which the Respondent demonstrates an understanding of the Project, the goals and objectives for the Project, and of the most important risks and challenges to the successful design and construction of the Project, as well as how to manage those risks and overcome critical challenges;
- b) The extent to which the Respondent demonstrates an understanding of design-build contracting as it applies to this Project and the advantages and disadvantages the approach may pose to addressing the most important risks and challenges to its successful design and construction;
- c) The extent to which the Respondent demonstrates an understanding of the maintenance of traffic issues associated with this Project;
- d) The extent to which the Respondent demonstrates an understanding of the coordination with third-parties, such as utilities, that will be required for the success of the Project; and
- e) The extent to which the Respondent demonstrates a complete understanding of the use of design-build project delivery methodology for projects of similar size and complexity to the Project.

6.3.4. Quality Management Experience (20%)

The Respondent's record of successful and effective quality management will be evaluated in accordance with the factors described in this Section 6.3.4.

- a) The extent to which the Respondent demonstrates experience and success implementing an effective, integrated quality management program on projects of similar size and complexity to the Project in which the project owner manages and performs design and construction IQA functions, and Respondent is responsible for construction quality control and design quality control plans and functions, as well as the overall quality assurance functions for the project;
- b) The extent to which the Respondent demonstrates experience and success with an effective approach to quality management and coordination between the project owner and the Respondent on projects of similar size and complexity to the Project; and
- c) The extent to which the Respondent demonstrates experience and success working with an IQF that performs independent reviews and testing of construction work for assessment of compliance with technical contract requirements, and working collaboratively with the IQF to achieve a high-quality, contract-compliant project.

6.4. SOQ Evaluation Procedure and Shortlisting Notification

ADOT will review and evaluate SOQs in accordance with the above criteria and will make shortlisting recommendations to the ADOT Director or designee based upon such analysis. At various times during the deliberations, ADOT may issue one or more requests for written clarification to individual Respondents. Upon receipt of requested clarifications, if any, the SOQs will be re-evaluated to factor in the clarifications.

Evaluations and rankings of SOQs are subject to the sole discretion of ADOT, ADOT staff, and such professional and other advisors as ADOT may designate. ADOT will make the final determinations of the Respondents to be shortlisted as it deems appropriate, in its sole discretion, and in the best interests of the State.

Each Respondent will be notified in writing via e-mail and a hard copy letter whether it has been selected for the shortlist. ADOT may re-advertise or cancel the procurement in its sole discretion if it determines that the best interests of the State are served by doing so.

6.5. Changes in Respondent Organization and Key Personnel

ADOT aims to ensure that Respondents are able to develop and attract the greatest range and depth of expertise to design and construct the Project in an innovative, effective, and efficient manner. Accordingly, ADOT reserves the right and discretion, in accordance with and subject to the limitations below, to authorize Respondents to add or change constituent members, reorganize the Respondent entity and change Key Personnel throughout the procurement process until submittal of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role.

Following submittal of the SOQs, the following actions may not be undertaken without ADOT's prior written consent, in its sole discretion:

- a) Deletion or substitution of any entities comprising the Respondent identified in a Respondent's SOQ;
- b) Deletion or substitution of Key Personnel identified in a Respondent's SOQ;
- c) Deletion or substitution of an Equity Member identified in a Respondent's SOQ, or any other entity identified in such SOQ that will bear financial responsibility or liability for the performance of the Respondent; and
- d) Other changes, direct or indirect, in the equity ownership of a Respondent as identified in its SOQ.

Should a Respondent wish to make such a change, it must notify and request ADOT's consent in writing and shall provide, for any new or substitute entity or personnel, the same information required under this RFQ for such entity or personnel had it, he, she, or they been part of the Respondent as of the SOQ submission (including, without limitation, legal, financial, qualifications/experience, and other information). If a Respondent wishes to delete an entity or change Key Personnel, the Respondent shall provide ADOT with information establishing that the Respondent remains qualified for shortlisting as contemplated under this RFQ. Any such change made without the written consent of ADOT may, at ADOT's sole discretion, result in the Respondent being disqualified from further consideration. Additionally, should a Respondent seeking a substitution or change fail to propose an alternative that ADOT, in its sole discretion, deems to be sufficient to maintain the same level of qualification, ADOT may disqualify the Respondent from further consideration if the Respondent as comprised in its SOQ is no longer available. ADOT may exercise any such other options available to it to ensure a fair and competitive procurement, including, but not limited to, naming a Respondent to the shortlist that did not initially qualify.

7. COMMUNICATION, PUBLIC INFORMATION & ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Contract. These rules are designed to promote a fair, unbiased, legally defensible procurement process. Additional rules or modifications to these rules may be issued by ADOT in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Respondent.

ADOT's Jedidiah Young (ADOT Procurement Manager) and Amy Ritz (Project Manager) will serve as the points of contact during this procurement.

7.1.1. Communication Process

ADOT's authorized representatives named above are the only sources of information regarding the Contract procurement. The procurement process begins on the date of issuance of this RFQ, and is anticipated to be completed with the execution of the Contract.

The following rules of contact are now in effect:

- a) After submittal of SOQs, no Respondent or any entity or personnel thereof may communicate with another Respondent or members of another Respondent with regard to the Project or the SOQs, except that a Respondent may communicate with a subcontractor that it has identified and that is identified as part of another Respondent (where neither this RFQ nor the Conflict of Interest Policy set forth in Attachment 1 precludes the subcontractor from being on more than one Respondent), so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between them. However, contact among Respondents is permitted during ADOT sponsored workshops and meetings.
- b) Contact between the Respondents and ADOT (questions and responses to questions) shall only be through ADOT's and Respondent's designated representative(s) and shall be in writing. ADOT's designated representatives are identified in Section 3.4.
- c) The Respondents shall not contact ADOT employees, advisors, and any other person who will evaluate or have influence over the evaluation of the SOQs regarding the Project or the procurement.
- d) The Respondents shall not contact employees of FHWA, MAG, and those parties identified under Section 7.3.1. ADOT shall provide any necessary coordination during the RFQ stage with such entities so that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information.
- e) Any contact determined to be improper, at the sole discretion of ADOT, may result in disqualification and other penalties permitted or required by law.

- f) Any official contact regarding the Project will be disseminated in writing from ADOT on ADOT letterhead and signed by the ADOT Procurement Manager or Project Manager identified in Section 3.4.
- g) ADOT will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.

7.2. Public Records

All written documents, correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to ADOT during this procurement, including as part of the response to this RFQ, are, upon their receipt by ADOT, the property of ADOT and are subject to ARS Section 28-7707 and ARS Title 39. None of the foregoing materials will be returned to the submitting parties. Respondents should familiarize themselves with the provisions of ARS Section 28-7707 and ARS Title 39 and any other applicable legal authority. In no event shall ADOT, or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Respondent for the disclosure of all or a portion of an SOQ.

If a Respondent believes that information submitted to ADOT constitutes trade secrets or confidential commercial, financial or proprietary information, or other information not subject to public disclosure, such Respondent shall specifically and conspicuously do all of the following in its filed response to this RFQ: (1) invoke the exclusion on submission of the information or other material for which protection is sought; (2) identify the data or other materials for which protection is sought with conspicuous labeling; (3) state the reasons why protection is necessary; and (4) fully comply with any applicable state law with respect to information that the proposer contends should be exempt from disclosure. 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 and financial information must be clearly identified as such. ADOT will endeavor to notify the Respondent of any request pursuant to ARS Section 28-7707 and ARS Title 39 and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential, so as to allow the Respondent the opportunity to seek a court order to protect such materials from disclosure. Under no circumstances, however, will ADOT be responsible or liable to the Respondent or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by court order, or occurs through inadvertence, mistake, or negligence on the part of ADOT or its officers, employees, contractors, or consultants.

ADOT will not provide any legal advice to any submitting party including: advice as to the nature or content of documents purportedly entitled to protection from disclosure under ARS Section 28-7707 and ARS Title 39; advice as to the interpretation of ARS Section 28-7707 and ARS Title 39; and advice on intellectual property law, including the definition of "trade secret." 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 appropriate. Each submitting party is advised to contact its own legal counsel concerning ARS Section 28-7707, ARS Title 39 and any other applicable law and its application to the submitting party's circumstances.

In the event of litigation concerning the disclosure of any material submitted by the submitting party, ADOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court to act with respect to such material. The submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall

reimburse ADOT for any expenses it incurs in connection with any such litigation.

7.3. Organizational Conflicts of Interest

7.3.1. ADOT Consultant

ADOT has developed a project-specific conflict of interest policy for the Project concerning ADOT consultants and their affiliates, as defined in Attachment 1 to this RFQ, which is a copy of the current policy. Respondents shall comply with this conflict of interest policy.

ADOT has engaged a number of consultants to assist and participate in the Project development stages, as well as to assist ADOT during the procurement process. Respondent is prohibited from teaming with, receiving any advice from or discussing (except discussing in a forum established pursuant to the RFP) any aspect relating to the Project or the procurement of the Project with any such consultants. Respondents are further advised that all ADOT consultants, and other entities or individuals if any, that have prepared or assisted in the preparation of any of the materials for this procurement (including the RFI, RFQ, RFP, and others), or have otherwise prepared or assisted ADOT on this Project, are precluded from participating with a Respondent, unless otherwise authorized, in writing, by ADOT.

ADOT may disqualify a Respondent, and refuse to enter into the Contract with the apparent best value Respondent, if ADOT determines that:

- a) The Respondent has made impermissible contact with any of the ADOT consultants or other entities fitting the above description with respect to this procurement and/or Contract; or
- b) The Respondent includes any of the ADOT consultants or other entities precluded from participating in accordance with the above description as part of the Respondent's organization.

Any violation of the foregoing restrictions by the apparent best value Respondent will, in ADOT's sole discretion, constitute a failure to execute the Contract and result in the forfeiture of the Respondent's security.

7.3.2. ADOT Employees Involved in Procurement

Respondents are referred to State laws that make it unlawful, and a class 2 misdemeanor, for Respondents or any member of a Respondent to offer employment to an ADOT procurement officer, procurement employee or other ADOT employee having a significant procurement role with respect to the Project, or for any such ADOT officer or employee to have discussions concerning or accept any such employment. See ARS Sections 41-741, 41-753, 41-1231, 41-1233.01, 41-2501, 41-2503 and 41-2517.

Respondents are also referred to State laws that entitle ADOT to cancel any contract, without penalty or further obligation, within three years after the contract is executed, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract for ADOT is or becomes, at any time the contract is in effect, an employee or agent of the other party to the contract. See ARS, Title 38, Chapter 3, Article 8, and, in particular, Section 38-511.

ADOT has adopted the following conflict of interest policies for ADOT officers and employees pursuant to such State laws:

- “PER-6.02 Conflict of Interest of Officers and Employees,” (eff. March 13, 2009).
- “Engineering Consultants Section, Contract Award and Administration Rules & Procedures” (August 2010), Section 1.10 (Standards of Conduct and Conflict of Interest), Items 1 through 6.

ADOT may disqualify a Respondent, and refuse to enter into the Contract with the apparent best value Respondent, if it or any entity or personnel of the Respondent violates ARS Section 41-2517(C). Any such violation by the apparent best value Respondent will, in ADOT’s sole discretion, constitute a failure to execute the Contract and result in the forfeiture of the Respondent’s security. After award, ADOT may cancel the Contract, without obligation or penalty, due to violation of ARS Section 41-2517(C) or in accordance with ARS Section 38-511.

7.3.3. Participation in More than One Respondent Organization

ADOT may disqualify a Respondent, and refuse to enter into the Contract with the apparent best value Respondent, if any of its Equity Members or Major Non-Equity Members belongs to more than one Respondent organization, or if any Affiliate of the Respondent or any of its Equity Members or Major Non-Equity Members is a member of another Respondent organization. ADOT retains authority to allow limited exceptions, subject to ADOT’s sole discretion and compliance with applicable law.

8. PROTEST PROCEDURES

8.1. Applicability

This Section 8 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions set forth the exclusive procedures for protests regarding:

- a) allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed ADOT's authority;
- b) a determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and
- c) shortlisting determinations.

8.2. Deadlines for Protests

Protests must be filed within five (5) business days after the following:

- a) the issuance of the RFQ (for protests concerning the issues described in Section 8.1(a)), or
- b) notification of the shortlisting determinations (for protests concerning the issues described in Sections 8.1(b) and 8.1(c)).

The Respondent's failure to observe any of these deadlines is a waiver of the Respondent's right to the corresponding protest.

8.3. Content of Protest

A protest shall completely and succinctly state the grounds for protest, legal authority, and factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the Project number. Statements shall be sworn and submitted under penalty of perjury.

8.4. Filing of Protest

Protests shall be filed by hand delivery, as soon as the basis for protest is known to the Respondent or before the applicable deadline, to:

ARIZONA DEPARTMENT OF TRANSPORTATION
State Engineer's Office
206 South 17th Avenue, MD Room 102A
Phoenix, AZ 85007

For any protests filed after the SOQ Due Date, the Respondent filing the protest shall concurrently send a copy of the protest to the other Respondents whose addresses may be obtained by contacting the ADOT representative provided in Section 3.4.

8.5. Comments from Other Respondents

Other Respondents may file statements in support of or in opposition to the protest within ten (10) calendar

days of the filing of the protest. ADOT shall promptly forward copies of all such statements to the party that filed the protest. Any statements by other Respondents shall be sworn and submitted under penalty of perjury.

8.6. Burden of Proof

The party filing the protest shall have the burden of proving its protest by clear and convincing evidence. ADOT may, in its sole discretion, discuss the protest with the party that filed the protest and other Respondents. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

8.7. Decision on the Protest

ADOT's State Engineer or designee (who has not been involved in SOQ evaluation) shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest required by Section 8.3. If necessary to address the issues raised in a protest, ADOT may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of ADOT's State Engineer shall be final and non-appealable.

8.8. Protester's Payment of Costs

If a protest is denied, the Respondent filing the protest shall be liable for ADOT's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by ADOT as a consequence of the protest.

8.9. Rights and Obligations of Respondents

Each Respondent, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 8, and expressly waives all other rights and remedies that may be available to the Respondent under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents. If a Respondent disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold ADOT and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Respondent's actions. Each Respondent, by submitting an SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9. DEBRIEFING MEETINGS

All Respondents submitting SOQs will be notified in writing of the results of the evaluation process. Respondents not shortlisted may request a debriefing. If requested and approved by ADOT, debriefings will be provided at the earliest feasible time after notification of the shortlisted Respondents. The debriefing will be conducted by a procurement official familiar with the rationale for the shortlist decision.

Debriefings shall:

- a) Be limited to discussion of the unsuccessful Respondent's SOQ and will not include specific discussion of a competing SOQ;
- b) Be factual and consistent with the evaluation of the unsuccessful Respondent's SOQ; and
- c) Provide information concerning the areas in which the unsuccessful Respondent's SOQ had weaknesses or deficiencies.

Debriefing will not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

10.ADOT RESERVED RIGHTS

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

- a) Develop the Project in any manner that ADOT, in its sole discretion, deems necessary.
- b) Negotiate with a Proposer without being bound by any provision in its Proposal or other submittal provided in connection with this procurement and to suspend or terminate negotiations at any time.
- c) Elect not to commence or continue negotiations with any Respondent or Proposer.
- d) If ADOT is unable to negotiate a Contract to its satisfaction with a Proposer, elect to negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as ADOT deems appropriate.
- e) Accept or reject any SOQs, proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Respondents or Proposers at any time.
- f) Waive any informalities, irregularities, deficiencies, or omissions in or in connection with the SOQs, accept and review a non-conforming SOQ, or permit clarifications and supplements to any SOQ.
- g) Modify all dates set or projected in this RFQ.
- h) Issue Addenda, supplements, and modifications to this RFQ and the RFP.
- i) Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ, and require additional evidence of qualifications to perform the work described in the RFQ.
- j) Cancel this RFQ, or the subsequent RFP, in whole or in part at any time prior to the execution by ADOT of the Contract, without incurring any cost obligations or liabilities, except as otherwise provided in the RFP.
- k) Modify the shortlisting determination.
- l) Permit a Respondent to add, delete, or change firms and/or Key Personnel.
- m) Make all final determinations.
- n) Appoint evaluation committees to review SOQs and make recommendations regarding the SOQs, and seek the assistance of outside technical, financial, and legal experts and consultants in connection with the SOQ evaluations.
- o) Hold meetings and conduct discussions and correspondence with one or more of the Respondents regarding their SOQs.
- p) Seek and obtain information or data, from any source, that may assist ADOT in evaluating the SOQs.
- q) Disqualify any Respondent to this RFQ, the RFP, or during the period between the RFQ and the RFP, for violating any rules or requirements of the procurement set forth in this RFQ,

- the RFP, or in any other communication from ADOT in connection with this procurement.
- r) Not issue a notice to proceed after execution of the Contract.
 - s) Exercise any other right reserved or afforded to ADOT under this RFQ or applicable laws, regulations, or guidelines.
 - t) Add or modify ADOT's reserved rights in Addenda to this RFQ and the subsequent RFP.

THE RFQ DOES NOT COMMIT ADOT TO ENTER INTO A CONTRACT OR PROCEED WITH THE PROCUREMENT AS DESCRIBED HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.6, ADOT ASSUMES NO OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, FISCAL OR OTHERWISE, TO REIMBURSE ALL OR PART OF THE COSTS INCURRED OR ALLEGED TO HAVE BEEN INCURRED BY PARTIES CONSIDERING A RESPONSE TO OR RESPONDING TO THIS RFQ, OR ANY SUBSEQUENT RFP. ALL SUCH COSTS SHALL BE BORNE SOLELY BY EACH RESPONDENT.

FURTHER, PURSUANT TO ARIZONA REVISED STATUTES, SECTION 28-7705(H), THE CONTRACT PURSUANT TO THIS RFQ SHALL CONTAIN A PROVISION THAT IT IS SUBJECT TO ARIZONA REVISED STATUTES, TITLE 28, CHAPTER 20, ARTICLE 3, WHICH REFERS TO CERTAIN POWERS OF THE STATE TRANSPORTATION BOARD.

APPENDIX A – PERMITS AND APPROVALS

Anticipated Permits and Approvals Needed

Permit	Agency	Status
Section 404 of the CWA permit	USACE	Preliminary Jurisdictional Delineation approval for the Salt River Bridge widening area underway. Permits will be applied for and secured by the Developer.
Section 401 of the CWA certification	ADEQ	Will be applied for and secured by the Developer.
Section 402 (AZPDES) of the CWA permit	ADEQ	Will be applied for and secured by the Developer.
Interstate System Access Change Request	FHWA	In development based on the improvements shown in the Schematic Design.
Application for earthmoving permit, demolition, and dust control plan	Maricopa County	Will be applied for and secured by the Developer.
Construction-related permits and clearances for all (e.g. rights-of-entry, utilities, closures, lane restrictions, advance warning signing, ITS)	Various	Will be applied for and secured by the Developer.
Utility relocation or new location	Various	ADOT encroachment permit required for each relocation or new location.
Asbestos testing and remediation permit	Maricopa County	NESHAP Notification. Will be applied for and secured by the Developer.
Asbestos remediation permit	Maricopa County	County dust permit. Will be applied for and secured by the Developer.
Intergovernmental agreements	Cities of Phoenix, Tempe, Chandler; Town of Guadalupe	Maintenance and Local Street Turnback Agreements. ADOT will provide, as needed.
Floodplain Use Permit	Various	Will be applied for and secured by the Developer through the governing agency.
Conditional Letter of Map Revision (CLOMR) & Letter of Map Revision (LOMR)	Various	Will be applied for and secured by the Developer through the governing agency/Floodplain Administrator or FEMA.
Tempe Drain IGA Stakeholder Approvals	Various	Will be applied for and secured by the Developer through the governing agency(s).

ADOT is completing the preliminary jurisdictional delineation at the Salt River Bridge widening area in support of future coordination related to the Section 404 of the Clean Water Act permit with the U.S. Army Corps of Engineers (USACE), Section 401 Water Quality Certification with the Arizona Department of Environmental Quality (ADEQ), and Section 402 of the Clean Water Act permit with ADEQ. The Developer will be responsible for submittal of the final design and any design modifications to each of the regulatory agencies and obtaining their approval thereof and of any change in permit terms and conditions.

The responsibility for obtaining each of the permits/approvals, and any others that ADOT may identify, will be detailed in the RFP.

APPENDIX B - FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS

1. Organization

The SOQ shall be organized as follows and as set forth in Table B-1 below:

- (a) Three volumes:
 - a. Volume I – Legal Information
 - Appendix I-A: Supplemental Legal Forms
 - b. Volume II – Financial Information
 - c. Volume III – Technical Information
 - Appendix III-A: Supplemental Technical Forms
 - Appendix III-B: Resumes

2. Pages and Binders

The volumes and appendix shall consist of loose-leaf pages that are 8 ½” by 11” and white, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11” by 17” paper and folded to 8 ½” by 11”. The SOQ shall conform to the following page limitation requirements:

- a. Volume I: Legal Information – no page limitation except the Executive Summary, which will be limited to **5 pages** in total;
 - Appendix I-A: Supplemental Legal Forms – no page limitation.
- b. Volume II: Financial Information – no page limitation.
- c. Volume III: Technical Information – a limit of **30 pages** in total;
 - Appendix III-A: Supplemental Technical Forms – no page limitation; and
 - Appendix III-B: Resumes – a maximum of **2 pages** per individual named as Key Personnel and **1 page** for any other individuals.

The SOQ shall be organized into three separate three-ring binders, for Volumes I, II, and III respectively, along with the related volume appendices. The sections (and, optionally, subsections) shall be separated with lettered or numbered dividers (dividers will not be counted against the page limitation). Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

3. Page Format

All text shall be in a standard font (Times New Roman, Arial, or similar) that is a minimum of 11 points in size, single-spaced, and printed single-sided. Each page shall be numbered consecutively within each section (i.e., 1-1, 1-2...; 2-1, 2-2...; 3-1, 3-2..., etc.), and the page numbers shall be centered at the bottom of each page. Margins shall be not less than one inch at the top, bottom, and sides of all pages, except for headers and footers.

4. Clarity and Conciseness

Respondents should make every effort to present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

5. Submittal Quantities

Respondents shall deliver to ADOT one original and seven copies of the SOQs. See Section 4.5 of the RFQ for additional requirements.

Table B-1: Specifications for SOQs

SOQ Section	Section Title and Required Information	RFQ Reference
Volume I	<p>Legal Information:</p> <ul style="list-style-type: none"> • Executive Summary; • Confidential Content Index; • Legal Qualifications and supporting documents; • Legal Structure; • <u>Form A</u>, Transmittal Letter (to be signed by the Official Representative of the Respondent); • <u>Form A-1</u>, SOQ Certification (to be signed by the Official Representative of each other Equity Member); and • Powers of Attorney (if applicable). 	5.1
App. I-A	<ul style="list-style-type: none"> • <u>Form L-1</u>, Respondent’s Organization Information; • <u>Form L-2</u>, Certification / Questionnaire; • Conflict of Interest Statement; and • Executed agreements or summaries of anticipated agreement key terms. 	5.1
Volume II	<p>Financial Information:</p> <ul style="list-style-type: none"> • Surety Letters; • Financial Statements; • Credit Rating Information; and • Material Changes in Financial Condition. 	5.2

SOQ Section	Section Title and Required Information	RFQ Reference
Volume III	<p>Technical Information:</p> <ul style="list-style-type: none"> • Respondent Experience and Past Performance: <ul style="list-style-type: none"> ○ Narrative of Project Descriptions; ○ Narrative of Relevant Experience; ○ Narrative of Management Structure; and ○ Proposed Organizational Charts. • Key Personnel: <ul style="list-style-type: none"> ○ Brief narrative of Key Personnel experience; and ○ Commitment Regarding Key Personnel. • Design-Build Understanding and Approach: <ul style="list-style-type: none"> ○ Narrative of Understanding of Design-Build projects. • Project Technical and Management Approach <ul style="list-style-type: none"> ○ Narrative of conceptual approach to Project; ○ Narrative management approach to Project. • Quality Management Approach: <ul style="list-style-type: none"> ○ Narrative of QA/QC experience during design activities; ○ Narrative of QA/QC experience during construction activities; and ○ Narrative of coordination activities. 	5.3
App. III-A	<p>Supplemental Technical Forms:</p> <ul style="list-style-type: none"> • <u>Form PP-1</u>, Past Performance Awards; • <u>Form PP-2</u>, Environmental Past Performance, with copies of citations; • <u>Form E</u>, Project Contact Information; • <u>Form E-1</u>, Relevant Design Experience; • <u>Form E-2</u>, Relevant Construction Experience; • <u>Form F</u>, Proposed Key Personnel Information; and • <u>Form S</u>, Respondent Safety Questionnaire. 	5.3
App. III-B	<p>Resumes:</p> <ul style="list-style-type: none"> • Key Personnel Resumes • Resumes of other critical staff 	5.3.3

APPENDIX C - FORMS

Appendix C – List of Forms

Form A	Transmittal Letter
Form A-1	SOQ Certification
Form E	Project Contact Information
Form E-1	Relevant Design Experience
Form E-2	Relevant Construction Experience Form
Form F	Proposed Key Personnel Information
Form L-1	Respondent's Organization Information
Form L-2	Certification / Questionnaire
Form PP-1	Past Performance Awards
Form PP-2	Environmental Past Performance
Form RFQ-C	Respondent's Clarification Request
Form S	Respondent Safety Questionnaire

Form A
TRANSMITTAL LETTER

RESPONDENT: _____

SOQ Date: [Insert Date]

Arizona Department of Transportation
Santan Field Office
7130 W. Fairview Street
Chandler, AZ 85226

Attn: Mr. Jedidiah Young,

The undersigned (“Respondent”) is pleased to submit this Statement of Qualifications (this “SOQ”) in response to the Request for Qualifications dated May 7, 2019 (the “RFQ”), issued by the Arizona Department of Transportation (“ADOT”) to design and build the I-10 (Maricopa): I-17 (Split) to SR 202L (Santan) Project, as described in the RFQ.

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

Volume I: Legal Information

Volume II: Financial Information

Volume III: Technical Information

Respondent acknowledges receipt, understanding, and full consideration of all materials posted on the Website, as set forth in Section 3.5 of the RFQ, and the following Addenda and sets of questions and answers to the RFQ:

[Respondent to list any addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A.]

Respondent represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. Without limiting the foregoing, Respondent accepts and agrees to all the terms and conditions for protest set forth in Section 8 (Protest Procedures) of the RFQ, and specifically acknowledges ADOT’s reserved rights in Section 10 (ADOT Reserved Rights) of the RFQ.

Respondent understands that if it is selected, the legal entity constituting the Developer will enter into a single Contract encompassing all design, construction, and other obligations.

Form A

TRANSMITTAL LETTER (continued)

Respondent understands that ADOT is not bound to shortlist any Respondent and may reject each SOQ ADOT may receive.

Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Respondent, except for any payment made by ADOT following shortlisting determination, as described in Section 3.6 of the RFQ.

Respondent agrees that ADOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ.

This SOQ shall be governed by and construed in all respects according to the laws of the State of Arizona.

Respondent's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

Form A

TRANSMITTAL LETTER (continued)

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

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Respondent's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert Respondent's name]

By: _____

Print Name: _____

Attorney in Fact

Form A-1
SOQ
CERTIFICATION

[OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER.]

[SOQ DATE]

Arizona Department of Transportation
Santan Field Office
7130 W. Fairview Street
Chandler, AZ 85226
ATTN: Mr. Jedidiah Young

I, [NAME OF AUTHORIZED REPRESENTATIVE], am the [TITLE OF AUTHORIZED REPRESENTATIVE] of [NAME OF EQUITY MEMBER], which is a member of the [NAME OF RESPONDENT].

I certify that:

1. I have read and understand the information contained in the Request for Qualifications issued by the Arizona Department of Transportation for the I-10, I-17 (Split) to SR 202L (Santan) Project and the attached statement of qualifications (SOQ) submitted by [NAME OF THE RESPONDENT];
2. To the best of my knowledge and belief all information contained in the SOQ, and information submitted concurrently or in supplemental documents with the SOQ, is complete, current and true;

[DELETE THE THIRD BULLET, BELOW, ONLY IF THE ENTITY SIGNING THIS CERTIFICATION IS THE RESPONDENT'S LEAD BUILDER. OTHERWISE, DELETE THIS NOTE AND KEEP THE THIRD BULLET.]

3. All representations, statements, and commitments in the SOQ made by [NAME OF LEAD FIRM] on behalf of [NAME OF EQUITY MEMBER] have been authorized by, are correct, and accurately represent the role of [NAME OF EQUITY MEMBER] on the [NAME OF RESPONDENT].

I acknowledge that any false, deceptive, or fraudulent statements in the SOQ can result in denial of shortlisting status and other consequences provided by law.

(Signature)

(Name Printed)

Form E

PROJECT CONTACT INFORMATION

RESPONDENT: _____

Provide the information requested below for each project listed in Forms E-1 and E-2.

Project Name	Respondent Members Participating on Project	Name of Project Owner	Name and Title of Owner's Contact Person	Contact Person's Address, Telephone Number and Email Address
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Form E-1 – RELEVANT DESIGN EXPERIENCE

Experience of the Lead Engineering Firm in the Design and Engineering of Reference Projects

Name of Respondent: _____

Name of Lead Engineering Firm: _____

PROJECT AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF RESPONDENT'S SERVICE	% OF WORK COMPLETED BY May 1, 2019	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) The projects identified must comply with the requirements for past experience set forth in Section 6 of this RFQ. For project experience identified in this Form E-1 to be considered responsive, list only projects for which the corporate entity (a joint venture, partnership, limited liability company or other entity other than a corporation) providing the engineering experience is the Respondent's Lead Engineering Firm itself, or a controlled subsidiary of the Lead Engineering Firm. If the latter is the case, so indicate. Project experience provided by a parent or sister company of the Lead Engineering Firm shall not be considered responsive to this RFQ.
- (2) Only list projects where the Lead Engineering Firm held a minimum 30% of the ultimate responsibility for the design and engineering work. If the Lead Engineering Firm is a joint venture, only list projects from members of the joint venture that will perform at least 30% of the Lead Engineering Firm's potential design and engineering work for the Project.
- (3) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of May 1, 2019, including the benchmark on which the exchange rate is based.
- (4) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (5) Show company's participation in terms of money and percentage of the design and engineering work for the listed project.
- (6) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

Form E-2 – RELEVANT CONSTRUCTION EXPERIENCE

Experience of the Lead Builder in the Construction of Reference Projects

Name of Respondent: _____

Name of Lead Builder: _____

PROJECT NAME AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF RESPONDENT'S SERVICE	% OF WORKS COMPLETED BY May 1, 2019	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) The projects identified must comply with the requirements for past experience set forth in Section 6 of this RFQ. For project experience identified in this Form E-2 to be considered responsive, list only projects for which the corporate entity (a joint venture, partnership, limited liability company or other entity other than a corporation) providing the construction experience is the Respondent's Lead Builder itself, or a controlled subsidiary of said Lead Builder. If the latter is the case, so indicate. Project experience provided by a parent or sister company of the Lead Builder shall not be considered responsive to this RFQ.
- (2) Only list projects where the Lead Builder held a minimum 30% of the ultimate responsibility for the construction work. If the Lead Builder is a joint venture, only list projects from joint-venture members that will perform at least 30% of the Lead Builder's potential construction work for the Project.
- (3) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of May 1, 2019, and identify the benchmark on which the exchange rate is based.
- (4) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (5) Show company's participation in terms of money and percentage of the construction work for the listed project.
- (6) For projects/contracts listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement.

Form F

PROPOSED KEY PERSONNEL INFORMATION

Name of Respondent: _____

Key Personnel Position	Name of Individual	Years of Relevant Experience ^{1,4}	Education and Registrations ²	Parent Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Project Manager		___ years on complex highway infrastructure ___ years managing the <u>construction</u> of major urban freeway systems. ___ years of major design-build <u>construction</u> management of major urban freeways.			1. 2. 3.
Construction Manager		___ years on complex highway infrastructure projects. ___ years managing the <u>construction</u> of major urban freeway systems. ___ years of major design-build <u>construction</u> management of major urban freeways.			1. 2. 3.
Design Manager		___ years on complex highway infrastructure projects. ___ years managing the <u>design</u> of major urban freeways. 5 ___ years of major design-build <u>design</u> management of major urban freeways.			1. 2. 3.

Form F

PROPOSED KEY PERSONNEL INFORMATION (continued)

Key Personnel Position	Name of Individual	Years of Relevant Experience ^{1,4}	Education and Registrations ²	Parent Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Maintenance of Traffic Manager		___ years of experience on complex highway infrastructure projects ___ years managing the design of MOT traffic management solutions ___ years of major design-build project experience			1. 2. 3.
Quality Manager		___ years on complex highway infrastructure projects. ___ years coordinating and managing quality programs on major freeway projects. ___ years of major design-build management of major urban freeways			1. 2. 3.
Safety Manager		___ years on complex highway infrastructure projects. ___ years coordinating safety programs on major freeway projects. ___ years of major design-build construction management of major urban freeways.			1. 2. 3.

Form F

PROPOSED KEY PERSONNEL INFORMATION (continued)

Key Personnel Position	Name of Individual	Years of Relevant Experience ^{1,4}	Education and Registrations ²	Parent Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Public Relations Manager		<p>___ years working on community relations programs.</p> <p>___ years <u>coordinating public outreach programs</u> on major urban freeway projects.</p> <p>___ years of community relations experience on major design-build construction project along major urban freeways.</p>			<ol style="list-style-type: none"> 1. 2. 3.
Utility Adjustment Coordinator		<p>___ years on complex highway infrastructure projects.</p> <p>___ years <u>coordinating design and construction of utility adjustments and relocations</u> for major urban freeway projects.</p>			<ol style="list-style-type: none"> 1. 2. 3.
Environmental Compliance Manager		<p>___ years on complex highway infrastructure projects.</p> <p>___ years <u>managing environmental compliance activities and permitting</u> for major urban freeway projects.</p>			<ol style="list-style-type: none"> 1. 2. 3.

Form F

PROPOSED KEY PERSONNEL INFORMATION (continued)

Key Personnel Position	Name of Individual	Years of Relevant Experience ^{1, 4}	Education and Registrations ²	Parent Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
DBE/OJT Outreach and Compliance Manager		<p>_____ Years working on DBE/OJT/EEO programs on complex federal projects.</p> <p>_____ years of management on DBE, OJT and/or EEO programs.</p>			<p>1.</p> <p>2.</p> <p>3.</p>

- ¹ For each individual proposed, please enter the number of years of relevant experience in the blank spaces provided. In cases where the individual has no relevant experience, please enter "0" in the corresponding blank space.
- ² For each individual proposed, please indicate any degrees, professional licenses, registrations, and training relevant to the corresponding Key Personnel position.
- ³ Provide three references for each position identified on Form F.
- ⁴ Include a brief summary of prior experience working with other Key Personnel listed on Form F on a separate sheet that follows Form F.

Form L-1

RESPONDENT'S ORGANIZATION INFORMATION

**PART 1
RESPONDENT SUMMARY**

RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR EQUITY MEMBER(S) <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR NON-EQUITY MEMBER <i>(Duplicate for each Major Non-Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

Form L-1

RESPONDENT'S ORGANIZATION INFORMATION (continued)

**PART 2
MEMBER INFORMATION**

Name of Respondent: _____

Name of Entity Completing Form L-1: _____

Entity's Role (check one box for entity completing Form L-1 as applicable):

- Respondent; Equity Member; Major Non-Equity Member; Guarantor; or
 Other (describe): _____

Year Established: _____ State of Organization: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____

Name of Official Representative Executing Forms L-1 and L-2: _____

Individual's Title: _____

E-mail Address: _____

Type of Business Organization* (check one):

- Corporation
 Partnership Joint
 Venture
 Limited Liability Company
 Other (describe): _____

* If the entity completing this Form L-1 is a partnership or any other form of a joint venture, attach to this Form L-1 the executed agreement establishing the association. If an executed agreement does not yet exist, attach a summary of the key terms of the anticipated agreement, including the percentages of ownership roles of the various parties and anticipated execution date.

A. Business Address: _____
Main Office: _____
Office Performing Work: _____

B. Describe the role of the entity in the space below.

Form L-1

RESPONDENT'S ORGANIZATION INFORMATION (continued)

C. If the entity completing this Form L-1 is a joint venture or newly formed entity (formed within the past two years), complete a separate Form L-1 and Form L-2 for each member or partner of the entity and attach it to the SOQ. In addition, identify the name of such members or partners in the space below.

Name

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____
Title: _____ Date: _____

[Please make additional copies of this form as needed.]

Form L-2

CERTIFICATION / QUESTIONNAIRE

Name of Respondent: _____

Firm Name: _____

Complete for each Equity Member, Major Non-Equity Member and Guarantor. "Affiliate" has the meaning set forth in Section 1.2 of the RFQ.

1. Has the firm or any Affiliate, or the owners, officers, or managing employees of either the firm or any affiliate, ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

2. Has the firm or any Affiliate, or any director, officer, or employee of either the firm or any affiliate been indicted or convicted of bid or other contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any felony or misdemeanor related to performance under a contract within the past five years (measured from the date of issuance of this RFQ)? If yes, describe.

3. Has the firm or any Affiliate sought protection under any provision of any bankruptcy law or been subject to a receivership or involuntary bankruptcy proceeding within the last ten years (measured from the date of issuance of this RFQ)? If yes, describe, and provide information concerning any work completed by a surety as a result of the bankruptcy or receivership.

4. Has the firm or any Affiliate been debarred, disqualified, removed, or suspended from performing work for the federal government, any state or local government, or any foreign government within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.

5. Has the firm or any Affiliate been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (including any foreign government) within the past ten years (measured from the date of issuance of this RFQ)? If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

6. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) within the past ten years (measured from the date of issuance of this RFQ)? If yes, please identify the members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

7. Has the firm or any Affiliate been disqualified by an owner of a public works project for submitting a “nonresponsive” bid or proposal, or having been found “not responsible” within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.

8. Has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Industrial Commission of Arizona, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

9. Have any adverse claims, disputes, or lawsuits between the owner of a public works project and the firm or any Affiliate, in which the claim, settlement (with or without an action commenced in court), or judgment exceeds \$50,000, settled (in or out of court) within the past five years (measured from the date of issuance of this RFQ)? If yes, describe. Provide any information concerning any work completed by a surety on behalf of the firm during the past five years (measured from the date of issuance of this RFQ).

10. Has the firm or any Affiliate been convicted of violating a State or Federal law relating to the employment of undocumented aliens within the past five years (measured from the date of issuance of this RFQ)? If yes, describe.

Form L-2

CERTIFICATION / QUESTIONNAIRE (continued)

<p>11. Has a surety firm completed performance of a contract on behalf of the firm or any Affiliate or paid for completion of a builder's performance because the firm or any affiliate was in default or terminated by the project owner within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.</p>
<p>12. Has the firm or any Affiliate been issued a citation by any governmental body (federal, state, local) for violation (no matter how large or small) of any environmental law, regulation, or permit pertaining to performance of work on a transportation project within the last ten years (measured from the date of issuance of this RFQ)? If yes, describe in <u>Form PP-2</u>.</p>

(Must be signed by an officer of the firm)

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

Firm: _____

By: _____

Title: _____

Form PP-1

PAST PERFORMANCE - AWARDS

Name of Respondent: _____

Firm Name: _____

Awards, Citations, and/or Commendations:

Name of Award, etc.	Year Received	Project and Location	Work for Which Award, etc. Was Received

Form PP-2

ENVIRONMENTAL PAST PERFORMANCE

Name of Respondent: _____

Firm Name: _____

Environmental Awards and/or Commendations:

Name of Award	Year Received	Project and Location	Work for Which Award Received

Environmental Citations:

Attach all listed citations to this Form.

Name of Citation	Year Received	Project and Location	Work for Which Citation Received

Form RFQ-C
Respondent's Clarification Request

**I-10 (Maricopa): I-17 (Split) to SR
202L (Santan)**

Respondent/Firm Name: _____

Respondent Address: _____

Respondent Contact Information: Individual: _____

Email Address: _____ **Phone Number:** _____

	RFQ Section No. or Appendix	Question	Reserved for Department Response
1			
2			
3			
4			
5			
6			

Form S RESPONDENT'S SAFETY QUESTIONNAIRE

Name of Respondent: _____

Firm Name: _____

Note: Safety Questionnaire shall be provided by each Equity Member and Major Non-Equity Member.

1. Provide the following information for the past three years:

Item	2016	2017	2018
Experience Modification Rate			
Lost Work Rate			
Employee hours worked (Do not include non-work time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

2. Are internal accident reports and report summaries sent to management? To what levels and how often?

Position	No	Yes	Monthly	Quarterly	Annually

3. Do you hold meetings for supervisors? Yes _____ No _____

How Often? Weekly ____ Biweekly _____ Monthly _____ Less often, as needed _____

4. Do you conduct Project Safety Inspections? Yes _____ No _____

By Whom? _____

How Often? Weekly ____ Biweekly _____ Monthly _____

Form S

RESPONDENT'S SAFETY QUESTIONNAIRE (continued)

1. Does the firm have a written Safety Program? Yes _____ No _____

2. Does the firm have an orientation program for new hires? Yes _____ No _____

If yes, what safety items are included? _____

3. Does the firm have a program for newly hired or promoted foremen?

Yes _____ No _____ If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
Onsite Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

4. Does the firm hold safety meetings which extend to the laborer level?

Yes _____ No _____

How often? Daily _____ Weekly _____ Bi-Weekly _____ Less often, as needed _____

Form S

RESPONDENT'S SAFETY QUESTIONNAIRE (continued)

5. (For Respondent only) Indicate the safety record on the last project to which the indicated Key Personnel were assigned:

Key Person	Total Hours Worked by All Employees on Project	Number of Lost Workday Cases on Project	Number of Restricted Workday Cases on Project	Number of Cases with Medical Attention Only on Project	Number of Fatalities on Project
Project Manager					
Construction Manager					

6. Has OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years?

Yes _____ No _____

(If yes, attach a separate signed page describing the citations, including information about the dates of the citations, nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.)

7. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Yes _____ No _____

(If yes, attach a separate signed page describing each citation.)

ATTACHMENT 1 - ADOT CONFLICT OF INTEREST POLICY

ADOT Conflict of Interest Policy for I-10 (Maricopa): I-17 (Split) to SR 202L (Santan)

1. Purpose

This Policy sets forth Conflict of Interest rules applicable to private entities, including Consultants and Respondents, participating or desiring to participate in ADOT's planning, procurement, design, construction or development of the Project. A private entity's failure to comply with this Policy may result in potential liability to ADOT and the private entity's preclusion from participation in the Project.

2. Definitions

Term	Definition
ADOT	The Arizona Department of Transportation.
Affiliate	With respect to any Consultant: (a) any member, partner or joint venture of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint ventures; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant's members, partners or joint ventures or (iii) any Affiliate of such Consultant under clause (b) of this definition.
Conflict of Interest	A circumstance arising out of a Consultant's or Affiliate's (a) existing or past activities, including past activities as a Consultant to or employee of ADOT, (b) business interests, (c) familial relationships, (c) contractual relationships, and/or (d) organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to ADOT, (ii) the Consultant's objectivity in performing the scope of work sought by ADOT is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of ADOT does or may provide an unfair competitive advantage to a Respondent; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a Respondent as a result of the Consultant's Services to ADOT.
Consultant	Any person or business entity, any individual employee of such entity, or any division and/or Affiliate of such entity previously or currently retained, or in the process of being retained, by ADOT to provide Services in connection with the Project, including subconsultants and individual employees of subconsultants.
Policy	This ADOT Conflicts of Interest Policy.
Project	The I-10, I-17 (Split) to SR 202L (Santan) Project.
Respondent	Any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortiums, teams or other groups or organizations of individuals or entities, or the individuals and entities that comprise the foregoing, that have submitted a statement of qualifications or proposal for work on the Project or are interested in submitting a statement of qualifications or proposal for work on the Project.

Term	Definition
Services	In the context of this Policy, consulting services related to the Project, which may include, but are not limited to, some or all of the following: planning services; procurement services; federal and state environmental services; financial advisory services; legal services; risk management analysis or services; insurance advice or services; traffic and revenue studies; maintenance planning services; program oversight; design and construction management services; design concept services; preliminary engineering services (including ROW, structures, survey and utility); and public and community outreach services.

3. Conflicts of Interest

3.1. Purpose

This section prescribes ADOT's policy on Conflicts of Interest relating to Consultants participating or desiring to participate in the planning, procurement, design, construction or development of the Project, and thereby:

- a) Protects the integrity and fairness of the planning, procurement, design, construction or development of the Project;
- b) Avoids circumstances where a Consultant or Respondent obtains, or appears to obtain, an unfair competitive advantage as a result of Services performed for ADOT by a Consultant or information obtained from ADOT by a Consultant;
- c) Provides guidance to Consultants and Respondents, or potential Consultants and Respondents, so they may assess, and make informed business decisions concerning, their decision to provide Services on the Project or to submit or participate on a Respondent team submitting a statement of qualifications and/or proposal related to the design, construction or development of the Project; and
- d) Protects ADOT's interests and confidential and sensitive Project-specific information.

3.2. Applicability

This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for ADOT related to the Project. This Policy may prohibit or restrict the ability of a Respondent to have a Consultant participate on a Respondent team as an equity owner, subcontractor, or other participant, act as a consultant or subconsultant to the Respondent, or have a financial interest in the Respondent or an equity owner or other member of a Respondent. This Policy relates solely to the Project and does not address ADOT's approach to conflicts of interest on other state transportation projects.

3.3. Conflicts of Interest Disclosure

3.3.1. Obligation to Disclose

Consultants and Respondents participating in the Project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant or Respondent having an actual, potential or perceived Conflict of Interest shall disclose the matter to ADOT in writing to the following individual:

ARIZONA DEPARTMENT OF TRANSPORTATION
Santan Field Office
7130 West Fairview Street
Chandler, AZ 85226
Attention: Amy Ritz, Project Manager
Email: i-10procurement@azdot.gov

Disclosures will also be requested of Respondents as part of any request for qualifications and request for proposals relating to the design and construction the Project.

A Consultant's and Respondent's Conflict of Interest disclosure obligation is ongoing. Consultants and Respondents shall undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant being investigated is an entity, to officers or directors of the Consultant. If a Consultant or Respondent becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in the Project, the Consultant or Respondent, as applicable, shall promptly disclose the matter to ADOT as described herein.

Respondents shall deliver all requests for waiver of an actual, potential or perceived Conflict of Interest to the Project Manager specified above.

3.3.2.Failure to Comply

If a Consultant or Respondent fails to comply with this Policy, including failure to comply with any mitigation measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Conflict of Interest, ADOT may, in its sole discretion:

- a) Preclude and/or disqualify the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction, and/or development of the Project, including any competitive process associated therewith;
- b) Require the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, to implement mitigation measures;
- c) Segregate or terminate the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, from planning, procurement, design, construction, and/or development of the Project; and/or
- d) Pursue any and all other rights and remedies available at law, in equity or set forth in any request for qualifications or request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's or Respondent's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or ADOT's re-procurement of the Project.

3.4. Period in Which a Conflict of Interest Applies

If the State Engineer or designee determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by ADOT related to such Conflict of Interest (including prohibitions, mitigation measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the Project, provided that the State Engineer or designee may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of ADOT and the Project.

3.5. Application to Consultant Employees and New Employers

If, in ADOT's determination, the performance of the Services described in this Policy raises a potential or actual Conflict of Interest for a Consultant, such Conflict of Interest shall apply individually to any employee of such Consultant that has participated in a material way in the performance of the Services on the Project. If such individual leaves the Consultant's employment, the potential or actual Conflict of Interest shall continue to apply to both the individual as well as the Consultant for the applicable period set forth in Section 3.4. If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the employee's previous employer. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for ADOT pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigation measures may be required of the new employer with respect to the employee.

3.6. Federal and State Requirements

3.6.1. Federal and State Laws

For federal-aid projects and in certain other circumstances, ADOT must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 Code of Federal Regulations §636.116. ADOT must also comply with certain Arizona laws and regulations, including, without limitation, Arizona Revised Statutes, Section 38-511, which allows ADOT to cancel any contract without penalty or further obligation, within three years of its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of ADOT is, at any time while the contract or an extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Respondents' attention is directed to such federal and state laws and regulations. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and ADOT will apply this Policy consistent with those laws and regulations.

3.6.2. Limitations on ADOT Consents and Approvals

To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by ADOT in response to an actual, potential or perceived Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by ADOT in response to a disclosure,

request or actual, potential or perceived Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exists in relation to the Consultant's Services to ADOT or proposed work on the Project.

3.7. General Conflict of Interest Standards

Except as provided in Section 3.8 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to ADOT with respect to the Project may be a Respondent or Proposer or participate as an equity owner, team member, consultant or subconsultant of or to a Respondent or Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

3.8. Determination Regarding Provision of Services for the Project

3.8.1. Discretion of ADOT

Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Conflict of Interest shall be within the sole discretion of ADOT.

3.8.2. Determination Process

In response to a disclosure under Section 3.3 above or information ADOT obtains independent of a Consultant or Respondent, and in response to requests for waiver, ADOT will conduct a review. The State Engineer or designee will determine whether a Consultant has an actual potential or perceived Conflict of Interest that should prevent the Consultant from (i) being a Respondent, (ii) participating as an equity owner, team member, consultant or subconsultant of or to a Respondent for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project or (iv) otherwise participating in the design, construction or development of the Project. ADOT will also analyze what actions may be appropriate to avoid, neutralize or mitigate any actual, potential or perceived Conflict of Interest.

The State Engineer or designee retains the ultimate and sole discretion to act on behalf of ADOT hereunder and to determine on a case-by-case basis whether an actual, potential or perceived Conflict of Interest exists, whether to grant a waiver, and what actions may be appropriate to avoid, neutralize, or mitigate any actual, potential or perceived Conflict of Interest. Once the State Engineer or designee makes this determination, ADOT will send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions.

3.8.3. Determination Factors

The State Engineer or designee will consider some or all of the following factors when making the determination:

- a) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies, decisions, and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the Project;

- b) Whether the data and information provided to the Consultant in the performance of the Services is either not material to the procurement for the Project or is generally available on a timely basis to all Respondents;
- c) The type of Services at issue;
- d) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.8.4, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to ADOT;
- e) The specialized expertise, if any, needed by ADOT and Respondents to implement the Project;
- f) The period of time between the previous work for ADOT and the potential Conflict of Interest situation;
- g) Whether the Consultant's work for ADOT has been completed or is ongoing;
- h) The potential impact on the procurement and implementation of the Project, including impacts on competition;
- i) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact (FONSI) has been issued for the Project; and
- j) Any other factors or circumstances deemed relevant by ADOT.

3.8.4. Restrictions, Conditions and Exceptions

To address actual, potential or perceived Conflicts of Interest, the State Engineer or designee as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

- a) Restrict the scope of Services the Consultant may be eligible to perform for ADOT or the Respondent team to further the intent and goals of this Policy; and
- b) Condition a consent, approval, determination or exception as the Executive Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Respondent to implement certain safeguards, including:
 - i) The execution of confidentiality agreements satisfactory to ADOT, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for ADOT or from former or current ADOT employees; and/or
 - ii) The execution of ethical wall agreements satisfactory to ADOT, which (i) segregate certain personnel from participation in the Project, (ii) bar such personnel from communicating regarding the Project, the procurement or Services with any person working for or with the Consultant, and (iii) require implementation of procedures to prevent such personnel from accessing any files and communications of the Consultant regarding the Project, the procurement or Services; and/or
 - iii) The execution of agreements satisfactory to ADOT regarding the dissemination of work product and materials created as a result of the Consultant's prior or ongoing work for ADOT, including dissemination to

ADOT and restrictions on dissemination by the Consultant to any Respondent team, including a team on which they intend to participate.

3.8.5. Withdrawal or Amendment of ADOT Consents and Approvals

ADOT shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- a) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or
- b) ADOT decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that ADOT has been made aware of that were not disclosed when ADOT made its original decision, or factual circumstances that are new or have changed since ADOT made its original decision; or
- c) The Consultant or Respondent team fails to comply with any mitigation measures imposed under this Policy.

3.9. Procurement and Financial Services

Independent of the process described in Section 3.8, a Consultant actively engaged in performing procurement services or financial services with respect to the Project may not be a Respondent or participate as an equity owner, team member, consultant or subconsultant of or to a Respondent for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

3.10. Multiple Services

If a Consultant is providing more than one category or type of Services to ADOT for the Project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Respondent team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Respondent team).

3.11. Provisions are Nonexclusive

The provisions in this Policy do not address every situation that may arise in the context of ADOT's planning, procurement, design, construction or development of the Project, nor require a particular decision or determination by the State Engineer or designee when faced with facts similar to those described in this Policy. In addition, at any time ADOT may impose additional policies, procedures, and limits related to conflicts of interest or similar issues with respect to the Project or any other ADOT projects.