



ARIZONA DEPARTMENT OF TRANSPORTATION

**PUBLIC PRIVATE PARTNERSHIP (P3)
DESIGN-BUILD-FINANCE-OPERATE-MAINTAIN
AGREEMENT**

REQUEST FOR QUALIFICATIONS

For

**PHOENIX METROPOLITAN AREA
FREEWAY LIGHTING PROJECT
ADOT PROJECT No. 888 MA 000 F014701C
Federal Aid No. 888-A(216)T**

**ADDENDUM #1 ISSUED AUGUST 31, 2017
ADDENDUM #2 ISSUED SEPTEMBER 7, 2017
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[ADDENDUM #4 ISSUED OCTOBER 5, 2017](#)**

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ARIZONA DEPARTMENT OF TRANSPORTATION

PUBLIC NOTICE

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

**PUBLIC PRIVATE PARTNERSHIP (P3)
DESIGN-BUILD-FINANCE-OPERATE-MAINTAIN AGREEMENT**

FOR

**PROJECT #F014701C
PHOENIX METROPOLITAN AREA FREEWAY LIGHTING PROJECT**

The Arizona Department of Transportation (“**ADOT**”) invites Statements of Qualifications (“**SOQs**”) from prospective entities or groups of entities (“**Proposers**”) wishing to submit proposals to design, supply, build (including installation), finance, operate and maintain the Phoenix Metropolitan Area Freeway Lighting Project (the “**Project**”) through a Design-Build-Finance-Operate-Maintain (“**DBFOM**”) agreement (“**P3 Agreement**”). ADOT is issuing this Request for Qualifications (“**RFQ**”) under Arizona Revised Statutes (“**A.R.S.**”) Title 28, Chapter 22, Article 1 relating to Public-Private Partnerships (“**P3**”). ADOT plans to request Proposals from qualified firms short-listed through the SOQ process (“**Short-Listed Proposers**”) to perform the Project. Short-listing will be based on the SOQs provided by Proposers, as set forth in this RFQ.

Proposers are advised that firms and personnel providing professional services to the successful Proposer must have the appropriate licenses in compliance with A.R.S. Title 32, Chapter 1 - Architects, Engineers, Geologists, Home Inspectors, Landscape Architects, and Surveyors; and A.R.S. Title 32, Chapter 10 - Contractors at the time the P3 Agreement is awarded. This requirement includes all commercial and professional registration requirements, including, but not limited to, those requirements of the Arizona State Corporation Commission, Arizona Registrar of Contractors, and Arizona Board of Technical Registration. Proposer shall verify that all firms and personnel engaged on the Project have or can obtain appropriate Arizona Licenses and/or Registrations, and Disadvantaged Business Enterprise (“**DBE**”) Certification, if applicable, for the services to be performed under the P3 Agreement.

Licensing information is available from:

Registrar of Contractors
3838 N. Central Avenue, Suite 400
Phoenix, AZ 85012-1906
Phone: (602) 542-1525
Fax: (602) 542-1599

Board of Technical Registration
1110 W. Washington Street, Suite 240
Phoenix, AZ 85007
Phone: (602) 364-4930
Fax: (602) 364-4931

All format requirements, submittal guidelines, instructions, and documentation submission contained in this RFQ package are for the Project and Project Number referenced. Submittals that do not follow the format, submittal guidelines, or any other instructions outlined in this RFQ may be rejected. Furthermore, without limiting Section 10, ADOT may reject any submittals and cancel the advertisement, procurement, or negotiation of the P3 Agreement at any time ADOT deems to be in the best interest of the State.

SOQs must be submitted to ADOT no later than 12:00 p.m. (Arizona Time) on October 20, 2017. SOQs shall comply with the page limit in Section 4.6.2, subject to certain exceptions and separate page limits for particular items. See the attached RFQ package for further details regarding submission of SOQs.

SOQs, whether delivered in person, courier or by mail, shall be submitted to the following:

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson Street, MD 121F
Phoenix, AZ 85007-3212
Attention: Iqbal Hossain
Procurement Manager

SOQs and amendments to the SOQs received after the SOQ Due Date will be returned to Proposers unopened. Faxed or electronically submitted SOQs will not be accepted.

All Proposers can obtain the full content of this RFQ, RFQ Forms, Attachments, Appendices, and all Addenda at the Website.

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

Proposers are encouraged to notify ADOT immediately of any apparent major inconsistencies, problems, or ambiguities in the RFQ (see Section 3.4).

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

“An Equal Employment Opportunity Agency”

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 Code of Federal Regulations (“**CFR**”) Part 26. For federal-aid contracts, projects are subject to USDOT DBE Design-Build provisions in 49 CFR Part 26 and subsequent publication of the Federal Register dated June 16, 2003 (Volume 68, Number 115). Proposers 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.

Proposers shall comply with Arizona Executive Order No. 2009-09 and all other applicable laws concerning nondiscrimination, including, but not limited to, the Americans with Disabilities Act.

1. BACKGROUND

1.1 Introduction

ADOT is pleased to present this RFQ to Proposers interested in submitting SOQs to design, supply, build/install, finance, operate and maintain a lighting system on all freeways within the Phoenix metropolitan area, otherwise known as the Phoenix Metropolitan Area Freeway Lighting Project, through a P3 Agreement. ADOT is using the DBFOM project delivery methodology to expedite completion of the Project, to assure the quality and long-term performance of the Project, and to optimize lifecycle costs.

ADOT shall evaluate SOQ's submitted in response to this advertisement, in order to identify Short-Listed Proposers eligible to participate in the next stage of the procurement. ONLY THE SHORT-LISTED PROPOSERS WILL BE ELIGIBLE TO SUBMIT PROPOSALS FOR THE PROJECT.

1.2 Acronyms and Definitions

Unless the context otherwise requires, the following acronyms are used in this RFQ and are defined below:

ADOT	Arizona Department of Transportation
APS	Arizona Public Service
A.R.S.	Arizona Revised Statutes
CE	Categorical Exclusion
CFR	Code of Federal Regulations
DBA	Doing Business As
DBE	Disadvantaged Business Enterprise
DBOM	Design – Build – Operate - Maintain
DBFOM	Design – Build – Finance – Operate – Maintain
FHWA	Federal Highway Administration
GRICUA	Gila River Indian Community Utility Authority
HID	High Intensity Discharge
HPS	High Pressure Sodium
IFRS	International Financial Reporting Standards
IQA	Independent Quality Assurance
LED	Light-Emitting Diode
MAG	Maricopa Association of Governments
O&M	Operations and Maintenance
OJT	On the Job Training
PEC	Photo-Electric Cell
P3	Public Private Partnership
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals

RFQ	Request for Qualifications
ROW	Right-of-way
SBC	Small Business Concerns
SOQ	Statement of Qualifications
SRP	Salt River Project
TCE	Temporary Construction Easement
TMP	Transportation Management Plan
U.S.C.	United States Code
USDOT	United States Department of Transportation
U.S.-GAAP	U.S. Generally Accepted Accounting Principles

Unless the context otherwise requires the following terms are used in this RFQ and are defined below:

Term	Definition
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the advertisement date of the RFQ in accordance with <u>Section 3.5</u> .
ADOT Procurement Manager	Has the meaning given in <u>Section 3.4</u> .
Affiliate	With respect to any member of the Proposer team, as applicable: <ul style="list-style-type: none"> (a) any member, partner, or joint venture of such firm <u>(but only as to the activities of joint ventures and partnerships involving the Proposer, any Equity Member, or any Major Non-Equity Member as a joint venturer or partner and not to activities of joint venturers or partners not involving the Proposer, any Equity Member or Major Non-Equity Member)</u>; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such firm or any of its members, partners or joint venturers; (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 firm, (ii) any of such firm's members, partners or joint venturers, or (iii) any Affiliate of such firm under <u>clause (b)</u> of this definition <u>(but only as to the activities of joint ventures and partnerships involving the Proposer, any Equity Member, or any Major Non-Equity Member as a joint venturer or partner and not to activities of joint venturers or partners not involving the Proposer, any Equity Member or Major Non-Equity Member)</u>; and (d) any proposed Financially Responsible Party.
Best Value	Evaluation and selection of Proposals based on consideration of price and other key non-price factors set forth in the RFP.
Controlling Interest	An interest held by a party in another party, when: <ul style="list-style-type: none"> (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other party; or (b) such party possesses, directly or indirectly, the power to cause the direction of the management of such other party, whether through voting securities, by contract, family relationship or otherwise.

Deck Park Tunnel	The tunnel described in <u>Attachment 1</u> .
Developer	The entity or team forming the Proposer selected pursuant to the RFP to enter into the P3 Agreement with ADOT to design, supply, build/install, finance, operate and maintain the Project.
Disadvantaged Business Enterprise	A for-profit small business concern as defined in 49 CFR Part 26.
DBE Utilization Plan	Has the meaning given in <u>Section 2.2.2</u> .
Equity Member	Means: (a) each member of a joint venture; (b) each general partner of a limited or general partnership; (c) each managing member of a limited liability corporation; (d) each entity holding an equity interest in the Proposer entity if the Proposer entity was formed less than one year prior to the SOQ Due Date; (e) each entity proposed to holding an equity interest in the Proposer entity if the Proposer entity is not yet formed as of the SOQ Due Date; and (f) each other entity with a Controlling Interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered Equity Members.
Final Acceptance	Written confirmation by ADOT that the Project design and construction work has been completed in accordance with the P3 Agreement, and has been accepted.
Financially Responsible Party	The parent company, affiliate or other entity (if any) whose financial statements Proposer provides to demonstrate in its SOQ the financial capacity of Proposer and / or an Equity Member. ADOT may also require a Financially Responsible Party under certain circumstances and a Financially Responsible Party may be required to guaranty certain obligations under the P3 Agreement or related agreement where required in accordance with <u>Section 5.2.5</u> .
Key Personnel	Individuals from Proposer's organization, as identified in Proposer's SOQ, to fill the positions specified in <u>Section 5.3.3</u> of the RFQ. Additional key personnel positions for the Project may be identified in the RFP.
Lead Contractor	The member of the Proposer team, whether a single entity, joint venture or other consortium, primarily responsible to build/install the Project.
Lead Engineering Firm	The member of the Proposer team, whether a single entity, joint venture or other consortium, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be Developer's engineering firm of record with primary responsibility for design work under the P3 Agreement.
Lead O&M Firm	The member of the Proposer team, whether a single entity, joint venture or other consortium, primarily responsible for operations and maintenance of the Project.

Luminaire Supplier	The member of the Proposer team that will primarily supply the luminaires used in the Project ¹ .
Major Non-Equity Member	The following members of the Proposer team, if such team members are not Equity Members: (a) the Lead Engineering Firm (if a consortium, partnership or any other form of a joint venture, all such members); (b) the Lead Contractor (if a consortium, partnership or any other form of a joint venture, all such members); (c) any firm, other than the Lead Contractor, that will be responsible for 20% or more of the construction work on the Project; (d) the Luminaire Supplier; and (c) the Lead Operations and Maintenance (“O&M”) Firm (if a consortium, partnership or any other form of a joint venture, all such members).
Official Representative	The duly authorized official of the Equity Member or Major Non-Equity Member.
Project	The design, supply, construction/installation, financing, operations and maintenance of the proposed Phoenix Metropolitan Area Freeway Lighting Project.
Project Documents	Has the meaning given in <u>Section 3.7</u> .
Proposal	The documents submitted by Proposer in response to the RFP, including any revisions.
Proposer	The entity submitting a SOQ for the Project in response to this RFQ.
Public Records Act	A.R.S. Title 39.
P3 Agreement	The written agreement between ADOT and 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.
Quality Assurance	All systematic monitoring and evaluation of various aspects of the Project to ensure that standards of quality are being met, thereby providing confidence that all Work complies with the P3 Agreement and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended.
Quality Control	The total of all activities that are performed by the Developer, Lead Contractor, Lead Engineering Firm, subcontractors, producers, manufacturers, Lead O&M Firm to ensure that a product or service meets P3 Agreement requirements.
Quality Program	The overall QC, QA, and associated activities performed by Developer and ADOT and their interrelationships to ensure that all Work complies with the P3 Agreement.
Request for Proposals (RFP)	A written solicitation issued by ADOT to Short-Listed Proposers seeking Proposals to undertake the Project, used to identify the Proposer offering the best value to ADOT.
Request for Qualifications (RFQ)	The written solicitation issued by ADOT to identify Short-Listed Proposers eligible to receive the RFP for the Project.

¹ A Luminaire Supplier is not required to be nominated or identified in the SOQ, nor is a Luminaire Supplier required to be a member of the Proposer.

Similar Project	Means roadway lighting projects with 5,000+ luminaires, and/or tunnel lighting projects with 500+ luminaires. Any lowercase instance of 'similar' or 'similar project' in this document is not intended to refer to this definition of Similar Project.
Short-Listed Proposers	Has the meaning given in <u>Section 1.1</u> .
SOQ Due Date	The deadline to submit the SOQs set forth in <u>Section 3.3</u> or such date as may be revised by Addenda.
Stakeholder	FHWA, MAG, APS, SRP, GRICUA, Maricopa County, incorporated municipalities in Maricopa County, utility owners and resource agencies.
Statement of Qualifications (SOQ)	The information prepared and submitted by a Proposer in response to this RFQ.
Term	Has the meaning given in <u>Section 1.3</u> .
Website	The website for the Project procurement at http://www.azdot.gov/business/ContractsandSpecifications/AdvertisedAlternativeDeliveryProjects
Work	The furnishing of labor, materials, equipment, services and other incidentals necessary to, or convenient for, the successful completion of the Project and the carrying out of the duties and obligations imposed by the P3 Agreement.

1.3 Project Description

ADOT operates and maintains the lighting system on controlled access highways in the State of Arizona. In support of its mission to provide a safe, efficient, cost-effective transportation system, ADOT seeks to upgrade more than 19,000 luminaires to Light-Emitting Diode (“LED”) LED technology with remote monitoring and controls, covering approximately 300 miles of controlled access highway throughout the greater Phoenix area, including the Deck Park Tunnel on I-10, as shown on the map in Appendix A.

ADOT seeks a Developer to design, supply, build/install, and finance the upgrading of the lighting system on certain freeways within the Phoenix metropolitan area over an anticipated two-year period, and to then operate and maintain the system to prescribed performance standards for ~~a~~ further approximately fifteen - twenty (15-20) years (the “Term”). At the end of the Term, Developer shall turn the system back to ADOT with remaining useful life in the system elements to be further described in the RFP. The contracting vehicle is anticipated to be a single P3 Agreement covering the complete DBFOM Project scope, under the P3 statute described in Section 3.1.

For a more detailed description of the Project, please see Appendix A.

1.4 Project Goals

ADOT’s Legacy Vision is “Creating a transportation system for Arizona that improves the quality of life.” ADOT’s Mission is “To provide a safe, efficient, cost effective transportation system” in accordance with the values of Accountability, Integrity, and Respect. Consistent with ADOT’s Legacy Vision, Mission, and Values, ADOT has established a set of goals for the Project. The following Project goals are considered to be equal in value and importance to the Project, reflecting ADOT’s view of a successful Project:

- (a) To improve the energy efficiency of the broader Phoenix metropolitan area lighting system, based on improvements in solid state lighting and controls systems;
- (b) To challenge and motivate Proposers to apply private sector project development and management innovation and efficiencies throughout the Project;
- (c) To enhance the safety of drivers using highways in the Phoenix metropolitan area;
- (d) To design and implement a monitoring and control system for all luminaires within the Project scope;
- (e) To enter into an agreement that provides ADOT with greater budget certainty and optimized lifecycle costs and performance for lighting across the Phoenix metropolitan area;
- (f) To improve overall service levels, quality and reliability of the lighting system in the Project area through a performance-based agreement; and
- (g) To achieve sustainable long-term maintenance and operations.

The Project will additionally provide improved public and environmental benefit through reduced levels of energy consumption and reduction in demand.

ADOT encourages local firms to participate in this opportunity.

1.5 Procuring Agency and Stakeholders

ADOT is the procuring and contracting agency for the Project, working in cooperation with the Federal Highway Administration (“**FHWA**”). FHWA will have certain oversight and approval rights with respect to the Project.

The RFP will include the parties’ respective obligations for coordination with all governmental agencies, Stakeholders and those parties identified under Section 7.3.1.

1.6 Role of ADOT

It is currently anticipated that ADOT, as the Project sponsor and lead agency in charge of overall program administration, will be responsible for the following Project activities:

- (a) Determination of performance requirements for the Project;
- (b) Preparation of the RFQ and the RFP, evaluation of SOQs and Proposals, determination of Short-Listed Proposers, and selection of the Developer;
- (c) Provision of available due diligence information and data;
- (d) Provision of right-of-way (“**ROW**”) and certain temporary construction easements to be specified in the RFP;
- (e) Contract administration;

- (f) Compliance oversight, and potentially including Independent Quality Assurance (“**IQA**”) during construction/installation, operations and maintenance;
- (g) Obtaining the requisite environmental approvals to be specified in the RFP;
- (h) Review and approval of the Transportation Management Plan (TMP), 23 CFR § 630.1012.b;
- (i) Final acceptance of the lighting system;
- (j) Payment for work performed over the Term;
- (k) Payment to electrical utilities relating to electrical service and energy consumption of the lighting system; and
- (l) Relations with media, the public and public officials.

At ADOT’s sole discretion, ADOT may use its consultants in fulfilling the responsibilities noted in this Section 1.6.

1.7 Developer Responsibilities

It is anticipated that Developer will be responsible for investing equity in and providing financing for the Project, and for furnishing all labor, material, equipment, services, and support facilities for, among other functions, the following:

- (a) Design, supply, and construction/installation of all Project components;
- (b) Management of the Project, design, finance, construction/installation, operations, and maintenance;
- (c) Working in close collaboration with ADOT to assist with project-related public involvement activities;
- (d) Coordination with Stakeholders, other contractors and utility owners;
- (e) Design quality;
- (f) Construction/installation quality;
- (g) Operations and maintenance work quality;
- (h) Performance and energy consumption of lighting system operations;
- (i) Environmental mitigation (if required) as outlined in the approved Project scope;
- (j) Additional environmental investigations, monitoring, and investigation associated with or resulting from Developer’s activities (if required);
- (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 condition assessments;
- (n) Management and remediation of harmful and hazardous materials (if required);
- (o) Drainage and erosion control (if required);
- (p) Salvage and construction waste disposal and handling of existing lighting components;
- (q) Required clearances, licenses, construction easements or other property access not provided by ADOT, and permits for Work, work-sites, storage areas, etc., both on- and off-site;
- (r) Ancillary works, such as temporary fencing, work-sites, and temporary works;
- (s) Material location, acquisition, permits, and transportation;
- (t) Periodic reporting on safety, energy consumption, maintenance activities, and other metrics;
- (u) Utility coordination and (as required) relocation and protection of existing utilities; and
- (v) Operations and routine and capital maintenance of the Project during Term, including maintenance of poles, wiring, pull boxes, conduit, and other ancillary lighting infrastructure on the load side of the electrical point of service, and periodic cleaning of the walls of the Deck Park Tunnel.

After substantial completion of the Project, Developer will be responsible for traffic management only in relation to Developer's operations and maintenance activities.

1.8 Performance and Payment

ADOT intends to enter into a long-term P3 Agreement with Developer that transfers significant responsibility for the design, construction and ongoing operations and maintenance of the lighting system to Developer.

ADOT may make one or more milestone payments to Developer during the design and construction/installation period, with the amount, timing, manner and conditions of payments to be set forth in the RFP.

During the operations and maintenance period, ADOT will make availability payments as consideration for Developer's performance of its obligations under the P3 Agreement. The performance requirements are currently under consideration, but will be set forth in the RFP and are expected to include achievement of a prescribed level of system availability, prescribed levels of luminance, energy consumption that is lower than the maximum allowable consumption (kWh), certain response times for repair and other measures of performance. The payment mechanism is expected to include deductions in the event of noncompliance, with such deductions escalating over time in the event of persistent noncompliance.

ADOT will be responsible for electrical utility payments relating to the lighting system, and ADOT intends to share the benefits of reduced energy consumption between ADOT and Developer.

1.9 ADOT Project Financing

ADOT anticipates that its Project-related obligations will be funded via federal aid and other state revenues legally available to the agency. ADOT is currently finalizing details related to funding sources and anticipates that the necessary processes to secure obligated funding from the respective sources will be completed during the RFP phase of the Project. ADOT will provide further information to Short-Listed Proposers as part of the RFP.

2. PARTICULAR REQUIREMENTS AND PROJECT INFORMATION

2.1 Federal Requirements

Proposers are advised that federal funds have been and will be used to fund a portion of the Project costs. Therefore, the procurement documents and any agreements must conform to requirements of applicable federal law, regulations, and policies. These include Equal Employment Opportunity (Title VI of the Civil Rights Act of 1964, as amended), DBE (49 CFR Part 26, as amended), Small Business requirements (15 United States Code [“**U.S.C.**”] §§ 631 *et seq.*), Buy America requirements (23 U.S.C. § 313, 23 CFR § 635.410), and Davis-Bacon wage rates. Details as to the extent and applicability of federal requirements to the 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.

2.2 Disadvantaged Business Enterprises

2.2.1 DBE Policy

ADOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of 49 CFR Part 26. For federal-aid contracts, projects are subject to USDOT DBE Design-Build provisions in 49 CFR Part 26 and subsequent publication of the Federal Register dated June 16, 2003 (Volume 68, Number 115). Proposers 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.

2.2.2 DBE Participation Goals

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:

- (a) Professional Services Goal – 7.78%; and
- (b) Construction Goal – 1.63%.

Developer will be required to meet DBE goal(s) or make Good Faith Efforts to do so. Short-Listed Proposers shall submit a DBE Utilization Plan in the RFP outlining how they plan to meet the Project’s DBE goal(s). The DBE Utilization Plan must include how Proposer plans to recruit, manage, provide oversight and monitoring, and report DBE utilization to ADOT for the Project. Each Short-Listed Proposer shall include a DBE Outreach and Compliance Manager on its team as part of the RFP 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 § 26.39 also requires that ADOT’s DBE Program include an element to incorporate contracting requirements to facilitate participation by Small Business Concerns (“**SBCs**”) in contract procurements. 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 utilization goals on projects, ADOT strongly encourages Proposers to utilize small businesses on their contracts that are registered in AZ UTRACS, in addition to DBEs meeting the certification requirement. Visit AZ UTRACS at <https://adot.dbesystem.com/> 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.

2.3 Labor Policies

2.3.1 Prevailing Wages

Because the Project will be for a federal-aid project, federal prevailing wages will apply to the Project as required under federal law. The applicable prevailing wages will be specified in the RFP.

2.3.2 OJT Policy

ADOT confirms there will be no federal OJT participation goal for the Project.

2.3.3 E-Verify

Developer will be required to warrant compliance with all federal immigration laws and regulations related to employees and warrant compliance with A.R.S. § 23-214(A).

2.4 Bonds and Indemnity

Developer will be required to indemnify, defend and hold ADOT and others harmless with respect to certain third party claims and other items arising out of the P3 Agreement or the Project. The indemnity provisions will be set forth in the P3 Agreement in the RFP.

Developer shall furnish payment and performance bonds upon execution of the P3 Agreement to secure the obligations of Proposer. The amounts of payment and performance bonds and other relevant requirements with respect to bonding will be set forth in the RFP. The surety letter set forth in Section 5.2.1 shall not be determinative of the amounts of payment and performance bonds that may be required under the RFP and such amount may be less or more than the amount indicated in Section 5.2.1.

Proposers shall demonstrate, in their SOQs and Proposals, the capacity to obtain the required bonds.

2.5 Required Licenses

Developer shall provide evidence at the time of commercial close that it and its team members and Key Personnel have all licenses, registration, and credentials required by the laws of the State of Arizona to design, supply, build/install, finance, operate and maintain the Project. Such information shall include any information on the revocation or suspension of any license, credential, or registration. Any personnel not so licensed, shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure to obtain proper and adequate licensing for award of the P3 Agreement will, in ADOT's sole discretion, constitute a failure to execute the P3 Agreement and result in the forfeiture of the security of Proposer.

2.6 ROW and Environmental Status of the Project

All proposed improvements for the Project are anticipated to be constructed/installed within existing ADOT freeway ROW.

The Project environmental process has yet to be conducted, however, ADOT anticipates that the Work will be eligible for a categorical exclusion (“**CE**”) determination. Investigations are continuing and further details will be provided in the RFP.

It is important to note that, at this time, the Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. A no-build alternative is always considered in the environmental process, and it is possible that the Project scope (including the scope of any one section) may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit ADOT or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction/installation of the Project.

2.7 Other Due Diligence Activities

ADOT is assessing if any additional information regarding utilities, site conditions or other due diligence beyond that which is provided in [Appendix A](#) or by way of the Project Documents will be provided. Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however, ADOT is under no obligation to provide such additional information.

2.8 Site Access

Any Proposer wishing to inspect the lighting systems, including those in the Deck Park Tunnel, shall advise and obtain consent from the ADOT Procurement Manager of its proposed plan and, shall obtain all necessary permits and approvals from ADOT and other applicable governmental entities. Proposers shall request right-of-entry onto properties for this purpose from ADOT. No contact of individual property owners or occupants shall be made during the procurement stage.

2.9 Payment for Work Product

ADOT currently anticipates offering each unsuccessful Short-Listed Proposer that submits a responsive proposal to the RFP a stipend in exchange for ownership of the Proposal work product and the ideas created in such Proposal.

Any payment of such stipend shall be provided in return for the transfer and assignment to ADOT of rights to intellectual property, ideas, materials, techniques, concepts, and approaches included in the unsuccessful Short-Listed Proposer’s Proposal, and ADOT reserves the right to use such property, ideas, materials, techniques, and approaches in connection with a P3 Agreement awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Proposer. It is currently anticipated that the payment for work product shall be paid to eligible Short-Listed Proposers within ninety (90) calendar days after financial close or the decision not to award. Short-Listed Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend and specific provisions regarding payment of the stipulated amount shall be included in the RFP.

No payment shall be made in connection with this RFQ, and no payment will be made to Proposers that are not short-listed, fail to submit responsive Proposals by the SOQ Due Date or are disqualified from the process prior to award.

3. PROCUREMENT PROCESS

3.1 Statutory Authority

ADOT is issuing the RFQ in accordance with the provisions of A.R.S. Title 28, Chapter 22, Article 1 (A.R.S. §§ 28-7701 through §§28-7710) and other applicable provisions of law. The statutes address private sector participation in enhanced, upgraded or new facilities used or useful for the safe transport of people or goods via various modes of transport.

ADOT's Office of P3 Initiatives has drafted P3 Program Guidelines² to comply with the requirements of A.R.S. Title 28, Chapter 22, Article 1 and to document a clear, consistent, efficient and transparent process for ADOT's interaction with the private sector related to its management of innovative project delivery contemplated by the governing statutes. These Guidelines are for ADOT's use in consistently managing the Project development and procurement process, including Project solicitation, evaluation and award.

ADOT's goals and objectives in implementing the statutes referenced above are to accelerate and enhance the delivery of transportation projects benefiting the State and its citizens by utilizing the additional available project delivery methods described in the statutes.

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 from Proposers information in the form of SOQs. In accordance with Section 6.3, ADOT will evaluate the SOQs received in response to this RFQ. On the basis of these evaluations, ADOT may short-list Proposers in accordance with the evaluation criteria and otherwise as described in this RFQ.

In the second step, ADOT intends to invite Short-Listed Proposers to submit Proposals in response to the RFP and select one of the Short-Listed Proposers on a Best Value basis in accordance with the criteria and procedures to be set forth in the RFP.

It is anticipated that the successful Proposer (or the single purpose entity it forms) will enter into the P3 Agreement with ADOT with respect to the Project. The P3 Agreement will set forth the terms of Developer's compensation, which are currently anticipated to be based on the principles described in Section 1.8.

3.3 Procurement Schedule

ADOT anticipates the following dates as Project milestones leading to P3 Agreement award. This schedule is subject to revision by Addenda and the RFP.

Issue RFQ	29 August, 2017
Initial Deadline for Proposers questions to RFQ	8 September, 2017
Final Date for Receipt of Proposers' Questions	12:00p.m. (Arizona Time) September 21 , <u>October 10</u> , 2017

² <http://www.azdot.gov/docs/default-source/business/p3-program-guidelines.pdf>

SOQ Due Date	12:00p.m. (Arizona Time) October 20, 2017
Anticipated Notification of Short-Listed Proposers	Late November 2017
Anticipated Issuance of Draft RFP	Mid - Late December 2017
Industry Review Period	January 2017- March 2018
Anticipated Issuance of Final RFP	End March 2018
Anticipated Proposal Due Date	End-June 2018
Anticipated Best-Value Announcement	End-July 2018
Anticipated Commercial Close	Early to Mid September 2018
Anticipated Financial Close	October/November 2018
Anticipated Notice to Proceed	October/November 2018

3.4 Questions and Requests for Clarifications

In order to facilitate receipt, processing, and response, Proposers may submit comments, questions, and requests for clarification. All comments, questions, and requests for clarification must be submitted to the individual below (the “**ADOT Procurement Manager**”) and must be received by the deadline listed in Section 3.3 for receipt of Proposers’ questions, at the following address:

**Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson Street, MD 121F
Phoenix, Arizona 85007-3212
Attention: Iqbal Hossain,
Procurement Manager**

e-mail: ihossain@azdot.gov

Comments, questions, and requests for clarification shall be submitted using Form RFQ-C. Only written comments, questions, and requests for clarification on Form RFQ-C and delivered by email or letter will be considered. 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 any Stakeholder, will be considered (see Section 7).

Except as expressly provided for in this RFQ or any subsequent RFP, the ADOT Procurement Manager is the only individual allowed to discuss this procurement with any interested parties, including Proposers. This restriction is in effect until time of commercial close. Any information from other sources may not be accurate and should not be relied upon by Proposers.

Proposers shall include an electronic copy of the questions on Form RFQ-C on compact disc or thumb drive if the written request is sent by letter.

Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Proposer's identity in the body of the question; (iv) conspicuously identify whether Proposer views its question or comment as confidential or proprietary in nature; and (v) be in a format compatible and readable by Microsoft Word.

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 state 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. Except as set out in Section 7.2, ADOT will not post or respond to comments, questions and requests for clarification that (1) are claimed to be confidential or contain confidential information or (2) request confidential responses. ADOT will provide responses within a reasonable time following receipt, subject to the dates set forth in Section 3.3.

ADOT will post its responses on the Website, except that ADOT intends to respond individually to those questions identified by a Proposer and deemed by ADOT as containing confidential or proprietary information relating to Proposer's SOQ. ADOT reserves the right to disagree with Proposer's assessment regarding the confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, ADOT will inform Proposer and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if ADOT determines that it is appropriate to provide a general response, ADOT will modify the question to remove information that ADOT determines is confidential. ADOT may rephrase questions as it deems appropriate and may consolidate similar questions. ADOT may also create and answer questions independent of Proposers' questions. ADOT contemplates issuing multiple sets of responses at different times during the procurement process.

3.5 Addenda

ADOT may revise this RFQ by issuing Addenda to this RFQ prior to the SOQ Due Date. ADOT will post Addenda on the Website.

Proposers shall monitor the Website information in Section 1.2 concerning this procurement. Proposers responding to this RFQ must acknowledge in the transmittal letter (Form A) that they had access to and reviewed all materials posted on the Website, including all Addenda issued prior to submission of the SOQ. Courtesy notifications by ADOT of Addenda issuance will not be made. Failure by Proposer to acknowledge, using Form A, that they have reviewed all materials and Addenda may result in the disqualification of Proposer's SOQ.

3.6 Pre-Contractual Expenses

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

3.7 Project Documents

During industry review and in connection with the RFP, ADOT intends to assemble certain documents and information relating to the Project (the “**Project Documents**”), which will be made available to the Short-Listed Proposers at the Website. Record drawings for the existing roadway/highway facility will be made available to Proposers during the RFP phase.

ADOT makes no representation or warranty as to (a) the completeness of the Project Document list (b) the accuracy, utility, completeness or relevance of any Project Document. Except as otherwise specifically provided in the RFQ, RFP and P3 Agreement, Proposers shall not be entitled to rely on Project Documents and shall use or elect not to use them at their sole risk.

4. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This Section 4 describes requirements that all Proposers must satisfy in submitting SOQs. Failure of any Proposer to submit its SOQ as required in this RFQ may, in ADOT's sole discretion; result in rejection of its SOQ. All rejected SOQs will be returned to the contact person identified in the SOQ.

Subject to any limitations with respect to page limits expressed in this RFQ, Proposers shall not include cost, work hours, and/or plan-sheet estimates in the SOQ.

4.1 General Requirements

Appendix C contains the required forms for the SOQ. Any material modification to the forms, other than to complete the required information and to provide responses to the listed questions, may result in the SOQ being declared nonresponsive. If any Proposer submits information in its SOQ that it believes to be protected records under A.R.S. § 28-7707 and/or under A.R.S. Title 39, Chapter 1, Article 2 and that it wishes to protect from disclosure, Proposer shall mark such information as provided in Section 7.2.

4.2 Format Requirements

Proposer's SOQ shall adhere to the format requirements regarding organization, number of copies, pages and binders, page format, clarity and conciseness, and other general format requirements set forth in this Section 4. SOQs may contain additional information or materials beyond that required in this Section 4, however, ADOT is not obligated to review such additional information or materials.

4.3 Packaging Requirements

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

**RESPONSE TO THE
REQUEST FOR QUALIFICATIONS
FOR PROJECT # F014701C
PHOENIX METROPOLITAN AREA FREEWAY LIGHTING PROJECT**

4.4 Due Date, Time, and Location

All SOQs must be received no later than **12:00 p.m. (Arizona Time)** on the SOQ Due Date. All SOQs whether delivered in person, courier or by mail, shall be submitted to the following address:

**ARIZONA DEPARTMENT OF TRANSPORTATION
CONTRACTS AND SPECIFICATIONS SECTION
1651 W. JACKSON STREET, MD 121F
PHOENIX, AZ 85007-3212
ATTENTION: IQBAL HOSSAIN, 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 SOQ Due Date will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

Proposers are solely responsible for assuring that ADOT receives their SOQs by the SOQ Due Date at the address listed above. ADOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect, or incomplete addressing of deliveries and other occurrences beyond the control of ADOT.

4.5 Quantities

Except as expressly provided in this RFQ, each Proposer must provide ADOT with one original and nine (9) identical copies (for a total of ten [10]) SOQ hardcopies, plus an identical digital, searchable pdf of the SOQ copied on to 5 identical read-only CDs or USBs. Original letters, scanned letters and scanned financial statements in the digital copy of the SOQ do not need to be in searchable format. 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 9 Copies" as applicable.

Each Proposer shall provide one (1) original and two (2) identical copy (for a total of three [3]) hardcopies of the financial statements required under Section 5.2.2, plus the identical digital, searchable pdf required above.

Each hardcopy of the 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. All ten (10) 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: Proposer's name, contact person's name, mailing address;
- (b) Date of submittal; and
- (c) Contents labeled as "Phoenix Metropolitan Area Freeway Lighting Project" and "Statement of Qualifications."

4.6 Organization

4.6.1 Volumes

The SOQ shall be organized in three (3) volumes as follows and as depicted in Section 4.6.6:

- (a) Volume I – Legal Information:
 - Appendix I-A: Supplemental Legal Forms;
- (b) Volume II – Financial Information; and
- (c) Volume III – Technical and Commercial Information:
 - Appendix III-A: Supplemental Technical and Commercial Forms; and

- Appendix III-B: Resumes.

4.6.2 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 following page limits shall apply to SOQs:

- (a) Table of Contents – no page limit;
- (b) Volume I: Legal Information – no page limit except the Executive Summary, which will be limited to three (3) pages in total:
 - Appendix I-A: Supplemental Legal Forms – no page limit;
- (c) Volume II: Financial Information – no page limit; and
- (d) Volume III: Technical and Commercial Information – a limit of forty (40) pages in total:
 - Organizational Chart required by Section 5.3.2(b) – no page limit (but should be chart only and no narrative text);
 - Express Commitment required by Section 5.3.3(c) – no page limit;
 - Appendix III-A: Supplemental Technical and Commercial Forms – no page limit; and
 - Appendix III-B: Resumes – a maximum of one (1) page per individual.

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 limit). Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

4.6.3 Page Format

To meet the page limits requirement listed above, all text shall be in an Arial font that is a minimum of 11 points in size, single-spaced, and printed single-sided (except financial statements may be printed double-sided, and 10 point Arial font is acceptable for graphics, organization charts, tables and footnotes). Each page shall be numbered consecutively within each volume (i.e., Volume I, Page 1 of 2...; Volume II, Page 2 of 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.

4.6.4 Clarity and Conciseness

Proposers should present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

4.6.5 Reproducibility

All SOQ pages shall be easily reproducible in black and white by standard photocopying machines.

4.6.6 Specifications for SOQs		
SOQ Section	Section Title and Required Information	RFQ Reference
Volume I	<p>Legal Information:</p> <ul style="list-style-type: none"> a) <u>Form A</u>, Transmittal Letter (to be signed by the Official Representative of the Proposer or the Proposer's lead firm); b) <u>Form A-1</u>, SOQ Certification (to be signed by the Official Representative of each other Equity Member); c) Executive Summary; d) Confidential Content Index; e) Legal Qualifications and Supporting Documents; and <u>f</u>) Legal Structure 	<p>5.1</p> <p>5.1.1</p> <p>5.1.1</p> <p>5.1.2</p> <p>5.1.3</p> <p>5.1.4</p> <p><u>5.1.5</u></p>
Volume I Appendix I-A	<p>Supplemental Legal Forms</p> <ul style="list-style-type: none"> <u>a</u>) <u>Executed Teaming Agreements or Summaries</u>; <u>b</u>) a) <u>Form L-1</u>, Proposer's Organization Information; <u>c</u>) b) <u>Form L-2</u>, Certification / Questionnaire; <u>d</u>) e) Conflict of Interest Statement; <u>e</u>) d) Affirmation Statement; <u>f</u>) e) Disclosure and Certification; and <u>g</u>) f) Powers of Attorney (if applicable). 	<p>5.1</p> <p><u>5.1.5</u></p> <p>5.1.6</p> <p>5.1.7</p> <p>5.1.8(a)</p> <p>5.1.8(b)</p> <p>5.1.8(c)</p> <p>5.1.9</p>
Volume II	<p>Financial Information:</p> <ul style="list-style-type: none"> a) Surety Letters; b) Financial Statements (statements shall be provided in sealed envelope); c) Credit Rating Information; d) Material Changes in Financial Condition; and e) Financially Responsible Party Letter of Support. 	<p>5.2</p> <p>5.2.1</p> <p>5.2.2</p> <p>5.2.3</p> <p>5.2.4</p> <p>5.2.5</p>
Volume III	<p>Technical and Commercial Information (40 page total):</p> <ul style="list-style-type: none"> a) Proposer Team Experience and Past Performance: <ul style="list-style-type: none"> o Project Descriptions; o Relevant Experience - Narrative; and o Experience from other entities. b) Proposer Organization: <ul style="list-style-type: none"> o Management Structure; and o Organizational Charts. c) Key Personnel: <ul style="list-style-type: none"> o Express Commitment regarding Key Personnel. d) DBFOM Understanding and Approach: <ul style="list-style-type: none"> o Narrative of DBFOM projects; and o Narrative of management and 	<p>5.3</p> <p>5.3.1</p> <p>5.3.2</p> <p>5.3.3</p> <p>5.3.4</p>

4.6.6 Specifications for SOQs		
SOQ Section	Section Title and Required Information	RFQ Reference
	organizational approach. e) Financial Approach	5.3.5
Volume III Appendix III-A	Supplemental Technical and Commercial Forms: a) <u>Form E</u> , Project Contact Information for each of Forms E-1, E-2, E-3, E-4 and E-5; b) <u>Form E-1</u> , Relevant Design Experience; c) <u>Form E-2</u> , Relevant Construction/Installation Experience; d) <u>Form E-3</u> , Relevant Operations and Maintenance Experience; e) <u>Form E-4</u> , Relevant Finance Experience; f) <u>Form E-5</u> , Relevant Alternative Delivery Experience; g) <u>Form F</u> , Proposed Key Personnel Information; h) <u>Form S</u> , Safety Questionnaire; and i) <u>Form PP-1</u> , Past Performance Awards (optional).	5.3 5.3.1 5.3.1 5.3.1 5.3.1 5.3.1 5.3.1 5.3.3 5.3.6 5.3.7
Volume III Appendix III-B	Resumes: a) Key Personnel Resumes and References. (Maximum one page per individual)	5.3.3(b)

5. STATEMENT OF QUALIFICATIONS CONTENTS

The contents in each SOQ shall include the items described in this Section 4.6.6, organized in accordance with the outline set forth in the table in Section 4.6.6. Proposer shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in Section 6.3. Lengthy narratives containing extraneous or marketing information are discouraged.

5.1 SOQ Volume I – Legal Information

ADOT’s objective in requesting the information in this Section 5.1 is to identify Proposers whose organizations, legal structures, team members, and histories demonstrate their ability to remain stable and viable for the duration of the Project, and be contractually bound to ADOT.

Volume I of the SOQ shall contain the following:

5.1.1 Form A – Transmittal Letter

The SOQ shall include a transmittal letter (Form A) executed in blue ink by the Official Representative of Proposer or Proposer’s lead firm, if the Proposer entity is not legally formed as of the SOQ Due Date. For Proposers that are joint ventures, partnerships, limited liability companies, or other associations, the transmittal letter shall have appended to it separate letters (in the form of Form A-1) printed on the letterhead stationery of each Equity Member, with each such letter executed by the Official Representative of the corresponding Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member’s firm have been authorized by, are correct, and accurately represent the role of the Equity Member’s firm in the Proposer team.

5.1.2 Executive Summary

The SOQ shall contain an Executive Summary, not exceeding three (3) pages. This Executive Summary should not include confidential, proprietary or financial information or trade secrets that Proposer intends to be exempt from disclosure. The Executive Summary shall be subject to release and disclosure to the public at any time, and receives no points in the overall evaluation. The Executive Summary shall be written in a nontechnical style and shall contain sufficient information for reviewers with both technical and nontechnical backgrounds to become familiar with Proposer’s SOQ and Proposer’s ability to satisfy the legal, financial, and technical requirements of the Project. The Executive Summary, or any portion of it, may be posted on ADOT’s P3 website, on the Website or in other ADOT communication tools.

5.1.3 Confidential Content Index

The SOQ shall include a page executed by Proposer that sets forth the specific items, including the section and page numbers within the SOQ that Proposer deems confidential, trade secret, or proprietary information protected by the Public Records Act or A.R.S. § 28-7707 are located. The index shall be consistent with and identify all Proposer’s designations of “TRADE SECRET” or “CONFIDENTIAL INFORMATION” pursuant to Section 7.2. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for ADOT to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this

Section 5.1.3 is intended to provide input to ADOT as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on ADOT, determinative of any issue relating to confidentiality or a request for records under the Public Records Act, or override or modify the provisions of the Public Records Act, A.R.S. § 28-7707 or ADOT's responsibilities thereunder. If the SOQ contains no items that Proposer deems confidential, trade secret or proprietary information protected by the Public Records Act or A.R.S. § 28-7707, the page executed by Proposer shall so state.

5.1.4 Legal Qualifications

The SOQ shall include the following information regarding legal issues affecting Proposer and its team members.

Failure to fully disclose the information required under this Section 5.1.4, 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 nonresponsive 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 team or disqualification from the procurement process.

(a) Legal Issues

Identify and explain any significant anticipated legal issues that Proposer must resolve to carry out the Project and its obligations under the P3 Agreement.

If there are no such legal issues, affirmatively state that there are none.

(b) Legal Liabilities

Provide a list and brief description of all instances during the last five (5) years involving (i) a lighting project in North America, (ii) transportation, design-build or P3 projects in North America and (iii) any projects listed in the SOQ as indicative of or demonstrating the experience or qualifications of the Proposer team in which (A) Proposer, any Equity Member and any Major Non-Equity Member, or (B) any organization directly or indirectly controlling an Equity Member or Major Non-Equity Member, any parent or sister company of the Major Non-Equity Member or any proposed Financially Responsible Party (if such company's project experience is used in Form E-2 or E-3):

- (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 material 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, noncompliance, breach, lane closures outside permitted times, failure to provide key project personnel, or design or construction defect, where the amount determined was in excess of \$500 million and the contract value was in excess of \$25 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, noncompliance, breach, lane closures outside permitted times, failure to provide key project personnel, or design or construction defect, where the cumulative amount paid, or agreed or consented to be paid, was in excess of \$1 million and the contract value was in excess of \$50 million; or

(iii) 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 with a current phone and e-mail address. If an e-mail address is not available, so state. 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

Provide a list and brief description (including the original amount in dispute, resolution, and ultimate amount recovered or paid) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to (i) a lighting project in North America, (ii) a transportation project in North America and (iii) those projects listed the SOQ as indicative of or demonstrating the experience or qualifications of the Proposer team involving a claim or dispute between the project owner and (A) Proposer, any Equity Member or any Major Non-Equity Member, or (B) any organization directly or indirectly controlling an Equity Member or Major Non-Equity Member, any parent or sister company of any Major Non-Equity Member or any proposed Financially Responsible Party (if such company's project experience is used in Form E-2 or E-3). Only include matters involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. State original amount in dispute and the ultimate resolution and amount recovered or paid.

For each instance, identify the owner and an owner's representative with a current phone and e-mail address. If an e-mail address is not available, so state.

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

(d) Disciplinary Actions

Provide a list and brief description of all disciplinary or enforcement actions taken by any governmental regulatory body including, but not limited to, the Occupational Safety and Health Administration (including any delegated state agency) and the Environmental Protection Agency (including any delegated state agency) or by a professional standards organization against (A) Proposer, any Equity Member or Major Non-Equity Member, (B) any organization directly or indirectly controlling an Equity Member or Major Non-Equity Member, any parent or sister company of any Major Non-Equity Member or any proposed Financially Responsible Party (if such company's project experience is used in Form E-2 or E-3), or (C) any proposed Key Personnel during the last five (5) years. Include identification of the project or projects related to

the disciplinary or enforcement action and a representative with a current phone and e-mail address for the governmental regulatory body or professional standards organization.

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

5.1.5 Legal Structure

(a) Proposer

Identify the legal name of Proposer. Proposer (or its Equity Members) must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be Proposer). If the name is a “doing business as” (“**DBA**”), identify all underlying names. Identify an authorized representative (a real person) and include the following information: name, title, address, telephone and fax numbers, and e-mail address. Identify the legal name and nature of Proposer and the state of its organization (if applicable). If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, 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 the Proposal, and the anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Pursuant to A.R.S. § 28-7705(G), if Developer is a foreign private entity, at the time of contract award it shall provide evidence to ADOT and the State Transportation Board that it is in compliance with the requirements of A.R.S. Title 10, Chapter 38.

(b) Equity Members

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of its organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements.

(c) Major Non-Equity Members and Other Team Members

Identify all Major Non-Equity Members and any other team members that Proposer wishes to identify in its SOQ at this time. For each Major Non-Equity Member and other team member of Proposer, identify the entity’s role and the entity’s legal nature and state of organization.

If the Lead Contractor, Lead Engineering Firm, Lead O&M Firm or Luminaire Supplier³ is a consortium, partnership or any other form of joint venture, the SOQ shall contain a corresponding, executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming 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 teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1 of the SOQ. Proposer’s team shall not include more than one Lead

³ A Luminaire Supplier is not required to be nominated or identified in the SOQ, nor is a Luminaire Supplier required to be a member of Proposer. A Luminaire Supplier is not required to be exclusive to a single Proposer. Section 5.1.5(c) applies to a Luminaire Supplier only in the instance that a Luminaire Supplier is Proposer or a team member of Proposer.

Contractor, Lead Engineering Firm, or Lead O&M Firm; provided, however, that the foregoing shall not preclude the Lead Contractor, Lead Engineering Firm, or Lead O&M Firm from being a consortium, partnership, or any other form of joint venture. If the Lead Contractor, Lead Engineering Firm, or Lead O&M Firm is structured as a consortium, partnership, or other form of joint venture, as applicable, it must be structured on a joint and several basis.

A single entity may perform multiple roles (e.g., Lead Contractor and Lead O&M Firm) provided such entity is identified as performing those multiple roles.

5.1.6 Form L-1 – Proposer’s Organization Information

The SOQ shall include an executed original (either electronic or wet signature) of Form L-1 for Proposer, each Equity Member, each Major Non-Equity Member, and each Financially Responsible Party.

5.1.7 Form L-2 – Certification/Questionnaire

The SOQ shall include an executed original (either electronic or wet signature) of Form L-2 for Proposer, each Equity Member, each Major Non-Equity Member, and any ~~parent or sister company of the Lead Contractor or Lead O&M Firm~~other entity if such company’s project experience is used in Form E-2 or E-3.

5.1.8 Organizational Conflicts of Interest

The SOQ shall include the following:

(a) Conflict of Interest Statement

A statement from Proposer identifying any actual and/or potential conflicts of interests Proposer may have as identified pursuant to the conflict of interest policy for the Project provided as Attachment 1 to this RFQ ~~(see Attachment 1)~~. If any actual or potential conflict of interest is identified, Proposer shall describe how it would be avoided or resolved by the participants through the RFQ and RFP phases of this procurement.

(b) Affirmation Statement

A statement affirming that neither Proposer nor any member of Proposer team is in violation of A.R.S. § 41-2517(C). For more information, see Section 7.3.2.

(c) Disclosure and Certification

A disclosure listing and identifying all former ADOT employees included in the Proposal team that have left ADOT in the twelve (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, Proposer shall affirmatively state that there are none.

5.1.9 Powers of Attorney

If the Transmittal Letter (Form A) or a supplemental letter (Form A-1) is executed by a person acting under a power of attorney, Proposer shall include with the Transmittal Letter or supplemental 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 Proposers whose team members possess the financial capacity to enter into the P3 Agreement with ADOT and the resources to successfully perform the Project.

Volume II of the SOQ shall contain the following financial information which may be separated by firm (ie (i.e. Firm 1 – Surety Letters, Financial Statements, Credit Ratings.....; Firm 2 – Surety Letters, Financial Statements, Credit Ratings..):

5.2.1 Surety Letters

Provide a letter from a surety or an insurance company indicating that Proposer or Lead Contractor is capable of obtaining for the Project a Performance Bond and a Payment Bond each in an amount of at least \$100 million. This evidence shall take the form of a letter from a surety/insurance company indicating that such capacity exists for Proposer or Lead Contractor (as applicable). 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 by two nationally recognized rating agencies, or “A minus” or better and “Class VIII” or better by “A.M. Best Company,” and must indicate 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 Proposer's backlog and work-in-progress in determining its bonding capacity. In instances where the response to Section 5.2 contains descriptions of proposed or anticipated changes in the financial condition of Proposer, or any other entity for which financial information is submitted as required hereby for the next reporting period, the surety/insurance company must certify that its analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions that may be imposed before issuance of surety bonds for the Project.

If a Proposer or Lead Contractor, as applicable, is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members of Proposer or joint venturer, partner or member of the Lead Contractor, as applicable, are acceptable, as is a single letter covering all Equity Members, joint venturers, partners or members; provided, however, that each separate letter provided must reference the specific portion of the \$100 million amount that the surety is indicating it is willing to provide. Statements such as “the entity's share of the work/bond amount” or the like are not acceptable.

Notwithstanding the foregoing, details concerning the amount of required bonds and other performance security requirements shall be set forth in the RFP.

5.2.2 Financial Statements

Financial statements for Proposer, the Equity Members, Lead O&M Firm and Lead Contractor for the three (3) most recently completed fiscal years must be provided to demonstrate financial

capability of Proposer. At its election, Proposer, Equity Members or the Major Non-Equity Members, may also submit financial statements for a proposed Financially Responsible Party for the three (3) most recently completed fiscal years.

For Proposer, the Equity Members, Lead O&M Firm and Lead Contractor and any Financially Responsible Party(s), each member's financial statements (including digital copies), ~~surety letters, credit ratings, material changes in financial condition, and Financially Responsible Party letters of support~~ ~~shall~~may be provided ~~to ADOT~~ in sealed envelopes.

The financial statements must include:

- Opinion Letter (Auditor's Report);
- Balance Sheet (in Microsoft Excel format or PDF if Microsoft format is not available);
- Income Statement (in Microsoft Excel format or PDF if Microsoft format is not available);
- Statement of Changes in Cash Flow (in Microsoft Excel format or PDF if Microsoft format is not available); and
- Footnotes.

The inclusion of any information in a sealed envelope does not limit Proposer's obligations under Section 7.2 with respect to confidentiality or the application of the Public Records Act.

In addition, financial statements must meet the following requirements:

(a) GAAP

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 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, Proposer must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars 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) Newly Formed Entity

If Proposer, any Equity Member or any proposed Financially Responsible Party is a newly formed entity (formed within two (2) years before the SOQ Due Date) and does not have independent financial statements, financial statements for the Equity Members or proposed Financially Responsible Party shall be provided (and Proposer shall expressly state that Proposer, Equity Members or proposed Financially Responsible Party (as applicable) is a newly formed entity and does not have independent financial statements).

(f) Securities and Exchange Commission Filings

If Proposer 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 through a copy of their annual report on 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.

(g) Off-Balance Sheet Liabilities

A letter shall be provided by the certified public accountant, chief financial officer, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off-balance sheet liabilities.

5.2.3 Credit Ratings

Proposer 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, the current rating.

5.2.4 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Major Non-Equity Member, any parent or sister company of the Lead Contractor or Lead O&M Firm or any proposed Financially Responsible Party, if such company's project experience is used in Forms E-1, E-2, E-3, E-4 or E-5 and, if applicable, each Financially Responsible Party for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such 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 developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each

material change as certified by the 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 also provide a discussion of measures that would be undertaken to insulate the Project from any recent 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 (3) 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.

List of Representative Material Changes:

- (a) An event of default or bankruptcy involving the affected entity or the parent corporation 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 that in any way involves the affected entity or parent corporation of the affected entity;
- (d) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- (e) Nonpayment of any debt service when due;
- (f) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity that 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 (3) most recently completed fiscal years, the affected entity or the parent corporation of 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; and
- (h) Other events known to the affected entity that represent a material change in financial condition over the past three (3) fiscal years or may be pending for the next reporting period.

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

5.2.5 Financially Responsible Party Letter of Support

ADOT may, based upon the review of the information provided, specify that an acceptable Financially Responsible Party is required as a condition of shortlisting.

If financial statements of a parent company, affiliate company or other company are provided to demonstrate financial capability of Proposer, Equity Members or the Major Non-Equity Members, an appropriate letter from that entity must be provided confirming that it will act as a Financially Responsible Party, as applicable with respect to the Project. This letter must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the proposed Financially Responsible Party. A Financially Responsible Party may, in ADOT's sole discretion, be required to guaranty certain obligations of Proposer, Equity Members or the Major Non-Equity Members, as applicable.

5.3 SOQ Volume III – Technical and Commercial Information

ADOT's objective in requesting the information in this Section 5.3 is to identify Proposers whose team members and Key Personnel possess the technical and commercial qualifications, experience, capability and capacity to successfully design, supply, build/install, finance, operate, and maintain the Project, and have a record of quality work and safety on projects of similar size and complexity.

Volume III of the SOQ shall contain the following:

5.3.1 Proposer Team Experience and Past Performance

The SOQ shall contain the following items documenting Proposer team's experience and past performance:

(a) Form E – Project Contact Information

Complete Form E for each project listed on Forms E-1, E-2, E-3, E-4 and E5.

(b) Forms E-1, E-2, E-3, E-4 and E-5 – Relevant Experience Tables

The SOQ shall contain completed Form E-1, E-2, E-3, E-4 and E-5, as follows:

- (1) Form E-1: Relevant Design Experience – Provide details for at least one, but no more than three, projects in compliance with the instructions in Form E-1, and best meeting the evaluation criteria in Section 6.3.1(b).
- (2) Form E-2: Relevant Construction/Installation Experience – Provide details for at least one, but no more than three, projects in compliance with the instructions in Form E-2, and best meeting the evaluation criteria in Section 6.3.1(a).
- (3) Form E-3: Relevant O&M Experience – Provide details for at least one, but no more than three, projects in compliance with the instructions in Form E-3, and best meeting the evaluation criteria in Section 6.3.1(c).
- (4) Form E-4: Relevant Finance Experience – Provide details for at least one, but no more than three, projects in compliance with the instructions in Form E-4, and best meeting the evaluation criteria in Section 6.3.1(d).

- (5) Form E-5: Relevant Alternative Delivery Experience – Provide details for at least one, but no more than nine (9), projects in compliance with the instructions in Form E-5, and best meeting the evaluation criteria in Section 6.3.1(e).

(c) Project Descriptions

The SOQ shall include a project description for each project listed in Forms E-1, E-2, E-3, E-4 and E-5. For the projects listed on more than one of Forms E-1, E-2, E-3, E-4 and E-5, Proposer shall provide a ~~separate project description for each such listing~~ cross reference to the form where the relevant project description is provided. Where a cross-reference is provided, Proposer shall ensure that all information required by the relevant form is otherwise provided. Each project description shall be brief and include the following information:

- (1) Description of how the work experience on the project addresses the evaluation criteria in Section 6.3.1(a), (b), (c), (d), or (e) as applicable;
- (2) Techniques used to achieve the owner's price, schedule, and quality objectives;
- (3) Initial bid price and final contract price for the project. Provide the quantity (i.e., number) and dollar value of contract modifications and claims, and explanation of the causes for contract price change(s), whether upward or downward;
- (4) Techniques used to avoid construction/installation delays and minimize claims;
- (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;
- (6) Description of approach to operations and maintenance, and techniques, incentive structures and/or payment mechanisms used to optimize lifecycle cost and performance over the contract term; and
- (7) Approaches to financing projects similar in size and complexity to the Project.

(d) Relevant Experience - Narrative

The SOQ shall contain a narrative that summarizes Proposer's relevant experience in the areas listed in this Section 5.3.1(d). For each such area, Proposer shall identify the team member(s) to which the relevant experience applies, and the projects (from Forms E-1, E-2, E-3, E-4 and E-5) on which the team member(s) gained such experience. This narrative shall be brief and ideally would cover all criteria in Section 6.3.1 and Section 6.3.2 not captured by Forms E-1, E-2, E-3, E-4, E-5 and E.

- (1) Design, supply, construction, installation, operations and maintenance of major lighting projects including conversion to LED luminaires;

- (2) Design, supply, construction, installation, operations and maintenance of monitoring and control systems for major lighting projects;
- (3) Maintenance of traffic for large highway projects in urban community areas, including innovative strategies to minimize lane rentals and disruptions to the travelling public;
- (4) Management of design, supply, construction, installation, operations and maintenance activities;
- (5) Routine and capital maintenance services and operations of lighting systems;
- (6) Supporting negotiations on metering and tariffs with utilities in order to optimize lifecycle costs of an upgraded LED system;
- (7) Coordinating with relevant stakeholders in connection with lighting projects, including community relations experience relating to LED correlated color temperature;
- (8) Description of how, if at all, Proposer members have worked together in the past, and the experience, individually and collectively (as a team working together), such Proposer members have in design-build, design-build-maintain, DBOM, or DBFOM projects; and
- (9) Experience in working together using innovative financing and incentive structures to drive value for projects similar in size and complexity to the Project.

(e) Experience from Entities Other than Proposer, Equity Members and Major Non-Equity Members

If Proposer provides project experience or materials concerning any entity other than Proposer, Equity Members and Major Non-Equity Members in order to establish Proposer's capabilities, experience and qualifications, such information and materials shall only be considered for evaluation if (1) Proposer identifies the entity and its corporate and work relationship to Proposer, the Equity Member and/or the Major Non-Equity Member, as applicable; (2) Proposer commits in its SOQ that Proposer, the Equity Member and/or the Major Non-Equity Member, as applicable, has equal access to the human, financial, management and other resources of the entity, and (3) Proposer describes in its SOQ what is meant by equal access and how it will be accomplished. In ADOT's sole discretion, ADOT may require that such entity be considered a Financially Responsible Party for Proposer or such entity.

5.3.2 Proposer Organization

(a) Management Structure

Provide a narrative describing Proposer's management and organizational structure, including its teaming arrangements, allocation of roles and responsibilities within the Proposer team, and how Proposer will institutionally operate, particularly in light of the need to integrate operations and maintenance responsibilities and lifecycle cost considerations into design and construction

decisions. Describe how Proposer’s management structure will facilitate completion of all Work required for the Project. Describe the prior experience, if any, of Proposer, Equity Members, and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture. The narrative should describe the methodology for integrating the different areas of expertise needed for the design, supply, construction/installation, financing, operations and maintenance of the Project. The narrative shall also provide a brief description of the significant functional relationships among participants outlined in the organization chart in Section 5.3.2.

The RFP will require that a single P3 Agreement for the DBFOM scope of Work be signed by a single entity. ADOT will not accept entering into separate agreements with either the same entity or different entities for different portions of the Work. The management structure must demonstrate consistency with this requirement.

(b) Organizational Charts

Provide an organizational chart that sets forth Proposer structure, teaming arrangements and reporting requirements. Provide a separate organizational chart setting forth Key Personnel and other material personnel Proposer wishes to identify and reporting relationships/“chain of command,” with lines identifying participants who are responsible for major functions to be performed, and their reporting relationships, in managing, designing, supplying, building/installing, financing, operating and maintaining the Project. The chart(s) must show the functional structure of the organization down to the design discipline leader or construction superintendent level and must 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, quality control, safety, environmental compliance, subcontractor administration, and operations and maintenance management.

5.3.3 Key Personnel

(a) Form F – Proposed Key Personnel Information

The SOQ shall contain a completed Form F providing the information requested 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 shall be one (1) page each, will not be counted towards the overall SOQ page limit and include the required information in the table in this Section 5.3.3.

The table provides a brief job description and duties of the Key Personnel assigned to the Project. All Key Personnel shall be at the Project work-site as identified in the table in this Section 5.3.3. 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	<ul style="list-style-type: none"> Responsible for the overall design, construction/installation, quality,

	<p>operations and maintenance and contract administration for the Project.</p> <ul style="list-style-type: none"> • Required to be on the Project work-site full time during the design and construction/installation phase of the Project. • Serves as the point of contact during the operations and maintenance phase of the Project, if such role is not performed by the O&M Manager. • Relevant experience: <ul style="list-style-type: none"> ○ 20 years on highway or lighting infrastructure projects; ○ 10 years managing or overseeing the design and construction/installation of major roadways or lighting systems; and ○ 5 years of major DBOM or DBFOM project management of roadway or lighting projects.
<p>Construction/ Installation Manager</p>	<ul style="list-style-type: none"> • Responsible for construction/installation of the Project under the direct supervision of the Project Manager. • Required to be on the Project work-site full time during the construction/installation phase of the Project. • Relevant experience: <ul style="list-style-type: none"> ○ 15 years on highway or lighting infrastructure projects; ○ 10 years managing the construction/installation of major roadways or lighting systems; and ○ 5 years of major design-bid-build, design-build, DBOM or DBFOM project management of roadway or lighting projects.
<p>Design Manager</p>	<ul style="list-style-type: none"> • Responsible for coordinating the individual design disciplines and ensuring that the overall Project design is completed so that P3 Agreement requirements are met. Assigned as needed; • Required to be on the Project work-site as needed during the design and construction/installation phase of the Project. • Responsible for design quality management and will have primary responsibility for design work under the P3 Agreement. • Required to be a registered or licensed professional engineer, comparable to an Arizona registration, in some state or foreign jurisdiction at the time of SOQ submittal, and must be a registered professional engineer in the State of Arizona by the time of P3 Agreement award. • Relevant experience: <ul style="list-style-type: none"> ○ 15 years on roadway/highway lighting, tunnel lighting, or other freeway management systems. ○ 10 years managing the design of urban roadway lighting systems. ○ 5 years of major design-build project management of urban roadway lighting systems.

O&M Manager	<ul style="list-style-type: none"> • Responsible for supervising all operations and maintenance activities for the Project and for working with the Project Manager to integrate operations and maintenance planning and considerations into design and construction/installation decisions. • Required to be on the Project work-site as needed during the Project. • Serves as the point of contact during the operations and maintenance phase of the Project, if such role is not performed by the Project Manager. • Relevant experience: <ul style="list-style-type: none"> ○ 15 years maintaining roadway or lighting. ○ 5 years coordinating operations and maintenance programs on major roadway lighting projects.
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Three (3) references (no more than one per project) for each of the Key Personnel position(s) for projects worked on during the past five (5) years must be supplied. Where the Key Personnel has only worked on one or two projects during the past five (5) years (measured from the date of issuance of this RFQ), the Proposer shall (i) affirmatively state that the Key Personnel has only worked on one or two projects during the past five (5) years (measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years (measured from the date of issuance of this RFQ) so that the number of references equals three (3) in total. References for each Key Personnel shall be placed on that individual's respective resume.

References shall be previous owners or clients with whom the identified Key Personnel have worked within the past five (5) years (measured from the date of issuance of this RFQ) and shall include the name, position, company or agency, current postal and e-mail addresses and phone numbers. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, ADOT may elect to exclude the experience represented in determining the Key Personnel's qualifications.

(c) Express Commitment Regarding Key Personnel

Provide an express, written statement executed by both Proposer and the individual's employers, committing that the Key Personnel designated in the SOQ shall be available to serve the relevant Key Personnel role for the Project. While ADOT recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to propose personnel that they believe will be available for, and intend to assign to work on, the Project for the positions identified. See Section 6.5 regarding requirements for ADOT's written consent to changes in the Key Personnel. Procedures concerning such changes will be set forth in the RFP.

5.3.4 Understanding and Approach to Freeway Lighting Conversion Projects under DBFOM Contracting

Provide [a narrative explaining](#) the following:

(a) Proposer's understanding of DBFOM contracting methodology and project delivery for projects of similar size and complexity to the Project;

- (b) Proposer's general approach to the Project including traffic management and lane closures, health and safety, permit procurement and public relations;
- (c) ~~(a) A narrative explanation of~~ Proposer's understanding of converting High Pressure Sodium ("HPS") freeway lighting to LED lighting projects and working on tunnel lighting projects and the most important risks and challenges to their successful design, supply, construction/installation, finance, operations, and maintenance; including strategies to mitigate such risks throughout the Term;
- (d) ~~(b) A narrative description of Proposer's management and organizational approach for accomplishing a DBFOM project. The narrative should describe the methodology for integrating the different areas of expertise needed for the design, supply, construction/installation, financing, operations and maintenance of the Project. The narrative shall also provide a brief description of the significant functional relationships among participants outlined in the organization chart in Section 5.3.2; and~~ Proposer's approach to ensuring that adequate materials, equipment, and qualified personnel resources are available to Proposer which it can and will commit to the Project. Discuss the current backlog of Proposer and each Equity Member and Major Non-Equity Member and their respective capacities to perform the work necessary for the Project;
- (e) ~~(c) A narrative explaining~~ Proposer's experience and approach with respect to implementing quality assurance/control ("QA/QC") in connection with DBOM, DBM or DBFOM projects;
- (f) Proposer's approach to the operations, maintenance, and total life cycle costing of the Project under a DBFOM delivery method, including Project-specific risks associated with operations, maintenance, and Proposer's approach to total life cycle costing of the Project; and
- (g) Proposer's view of the roles and responsibilities of ADOT, Proposer and third parties in connection with the design, supply, construction/installation, financing, operation, maintenance of the Project (in terms of allocation of work, implementation/delivery, and long-term operations and maintenance). Describe Proposer's view of the optimal ADOT/Proposer relationship and the anticipated nature of ADOT participation sought by Proposer in connection with the Project and how that will achieve success. Identify what Proposer views as the most significant risks to the parties with respect to the development, design, construction, operation maintenance and financing of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to ADOT.

Taken together, the narratives should address the lead-factors described in Section 6.3.3.

5.3.5 Financial Approach

Provide the following:

- (a) A narrative explanation of Proposer's conceptual approach to financing the Project, including identifying and mitigating any Project-specific risks associated with financing the Project;

- (b) A narrative description of innovative approaches to financing and/or incentive mechanisms that could be used in the Project to achieve efficiencies, optimize lifecycle costs, reduce risks and/or drive value for money for ADOT; and
- (c) A narrative explaining Proposer's conceptual approach to identifying and securing an adequate level of commitment from potential finance providers, where relevant, for a timely and successful financial close.

Taken together, the narratives should address the lead-factors described in Section 6.3.4.

5.3.6 Safety Information

The SOQ shall contain a completed Form S for the Lead Contractor and a completed Form S for the Lead O&M Firm.

5.3.7 Form PP-1 – Past Performance - Awards

The SOQ may, at Proposer's election, contain a separate, completed Form PP-1 for the Proposer, 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 Proposers with the legal, technical, financial, and management capability, capacity, and experience to successfully undertake and complete 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 Proposers in organizing their teams and preparing their SOQs.

6.1 Responsiveness Review

Each SOQ will be reviewed for (a) the Proposer's responsiveness to the requirements set forth in this RFQ, including review with respect to provisions of this RFQ that describe grounds for rejection or 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. Those SOQs deemed not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. ADOT may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation or failure to fully disclose required information.

6.2 Pass/Fail Evaluation

Following, or in conjunction with, evaluation of each SOQ for responsiveness, ADOT will evaluate each SOQ against the pass/fail criteria described in this Section 6.2. A Proposer must achieve a "pass" on all such pass/fail criteria in order for its SOQ to be evaluated qualitatively against the evaluation criteria described in Section 6.3.

- (a) The SOQ contains an original Transmittal Letter (Form A) signed by the lead Equity Member, supplemental letters (Form A-1) signed by each other Equity Member on its firm letterhead (either electronic or wet signature), and, if necessary, copies of powers of attorney, as required in Section 5.1.9;
- (b) Neither the Proposer 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 any state government;
- (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, in ADOT's sole determination, materially adversely affect the Proposer team's ability to carry out the Project responsibilities potentially allocated to it;
- (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 through the RFQ and RFP phases of the procurement and (ii) there exists no known violation by the Proposer of A.R.S. § 41-2517(C);

- (e) Proposer’s team does not include any Equity Member or Major Non-Equity Member that belongs to more than one Proposer organization or that has an Affiliate that belongs to another Proposer organization, unless such Major Non-Equity Member is a Luminaire Supplier, or ADOT, in its sole discretion, grants a written waiver of the conflict of interest;
- (f) Proposer makes the express, written commitments regarding Key Personnel, as required in Section 5.3.3(c);
- (g) Proposer, or Lead Contractor, is capable of obtaining both a payment and performance bond each in the amount of not less than \$100 million from a surety or insurance company that is (i) admitted to do business in the State of Arizona and (ii) rated in the top two categories by two nationally recognized rating agencies or rated “A minus” or better and “Class VIII” or better by A.M. Best Company;
- (h) Proposer has the financial capability (as determined by ADOT, in its sole discretion) to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in Volume II of the SOQ, including potential increased Project delivery costs due to delays and/or complications, and to correct latent defects as required; and
- (i) Lead Contractor and Lead O&M Firm each have an acceptable safety record, as demonstrated on their respective Form S. A safety record for Lead Contractor and Lead O&M Firm shall be deemed acceptable if (i) its experience modification rate for the most recent three-year period is an average of 1.00 or less or (ii) ADOT, in its sole discretion, determines there is no material risk that Proposer may be unable to develop and implement an effective safety program for the Project that ensures worker safety and protects the traveling public.

6.3 Qualitative Evaluation Factors and Weightings

Each SOQ that is found responsive and achieves a “pass” on all of 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.

6.3.1 Proposer Team Experience and Past Performance (40%)

The background and experience of Proposer and its individual team members in designing, supplying, building/installing, financing, operating, and maintaining projects similar in size and complexity to the Project will be evaluated in accordance with the lead factors and sub-factors described in this Section 6.3.1.

- (a) The extent and depth of relevant construction/installation experience of Proposer, in particular the Lead Contractor, as determined by:
 - (1) Experience with construction/installation of **freeway**roadway lighting projects, each with a construction/installation value of greater than \$10 million, completed or substantially completed in the last ten (10) years;
 - (2) Experience with conversion of **freeway**roadway lighting or street lighting to LED in urban areas;

- (3) Experience with constructing/installing ~~freeway~~roadway lighting projects with 5,000+ luminaires;
 - (4) Experience with constructing/installing tunnel lighting projects with 500+ luminaires;
 - (5) Experience with maintenance of traffic for major roadway projects in an urban community area; and
 - (6) Experience with completing or substantially completing work performed by design-build, design-build-maintain, DBOM, or DBFOM contracting.
- (b) The extent and depth of relevant design experience of Proposer, in particular the Lead Engineering Firm, as determined by:
- (1) Experience with final design of ~~freeway~~roadway lighting and tunnel lighting projects with a construction/installation value of \$10 million or more that reached completion or substantial completion of construction/installation within the last 10 years;
 - (2) Experience with designing Similar Projects;
 - (3) Experience with completing design work for design-build, design-build-maintain, DBOM, or DBFOM highway projects; and
 - (4) Experience with design coordination with multiple stakeholders for projects similar in size and complexity to the Project;
- (c) The extent and depth of relevant operations and maintenance experience of Proposer, in particular the Lead O&M Firm, as determined by:
- (1) Experience with the maintenance (or operations and maintenance) of Similar Projects;
 - (2) Experience with design-build, design-build-maintain, DBOM, or DBFOM contracting;
 - (3) Experience with maintenance of traffic for projects similar in size and complexity to the Project in an urban community area; and
 - (4) Experience demonstrating innovative operations and maintenance techniques, including optimizing lifecycle costs;
- (d) ~~Financial Expertise~~—The extent and depth of relevant financial experience held by Proposer and Equity Members, as determined by:
- (1) Experience with success financing project finance and P3 projects (both equity and debt) with specific focus on comparable transportation or lighting infrastructure projects;

- (2) Experience with participation as an equity owner in availability payment concessions; and
 - (3) Experience with using innovative financing and incentive structures to drive value for projects similar in size and complexity to the Project.
- (e) Alternative Delivery Experience and Proposer Team Integration, as determined by:
- (1) The extent to which Proposer's ~~Equity Members~~, Lead Engineering Firm, Lead Contractor and Lead O&M Firm have worked on DBFOM, DBM and/or DBOM roadway or Similar Projects in the last five (5) years;
 - (2) The extent to which Proposer's Equity Members have worked on DBFOM, DBM and/or DBOM infrastructure in the last five (5) years; and
 - (3) ~~(2)~~ The extent to which Proposer's Equity Members, Lead Engineering Firm, Lead Contractor and Lead O&M Firm individual team members have worked together in successful, DBFOM, DBM and/or DBOM roadway or Similar Projects in the last five (5) years.

6.3.2 Proposer Organization and Qualifications (30%)

The Proposer's organization, structure of the Proposer team and Key Personnel will be evaluated in accordance with the lead-factors described in this Section 6.3.2.

- (a) The stability, strength, and likelihood of success of Proposer's proposed management structure and team including the extent to which Proposer demonstrates how Proposer's significant functional relationships and risk allocation among the participants outlined in the organization chart as described in Section 5.3.2 would contribute to the success of the Project and meet ADOT's goals described in Section 1.4;
- (b) The extent and depth of experience of Proposer's Project Manager in managing highway or lighting infrastructure projects, roadway/lighting DBOM projects, and/or roadway/lighting DBFOM projects;
- (c) The extent and depth of experience of Proposer's Design Manager in managing the design of highway or lighting infrastructure projects, freeway management systems projects, and/or design-build roadway lighting projects;
- (d) The extent and depth of experience of Proposer's Construction/Installation Manager in managing the construction/installation of highway or lighting infrastructure projects, roadway/lighting DBOM projects, and/or roadway/lighting DBFOM projects;
- (e) The extent and depth of experience of Proposer's O&M Manager in managing the operations and maintenance of roadway and/or roadway lighting projects; and
- (f) The extent and depth of experience of Proposer's team in coordinating with relevant stakeholders in connection with projects similar in size and complexity to

the Project, including community relations experience relating to LED color temperature; ~~and,~~

- ~~(g) The extent to which Proposer's organization demonstrates stability and is expected to be capable of functioning as a well-integrated DBFOM team that will effectively manage all Project risks.~~

6.3.3 Understanding and Approach to the Project (15%)

The Proposer's understanding and approach to the Project will be evaluated in accordance with the lead-factors described in this Section 6.3.3.

- (a) The extent to which Proposer demonstrates a complete understanding of DBFOM contracting and project delivery for projects similar in size and complexity to the Project;
- (b) The extent to which Proposer demonstrates an understanding of the Project, including Project-specific risks (regardless of risk ownership), potential mitigations, and opportunities that may arise during all phases of the Project;
- ~~(c) The extent to which Proposer demonstrates how Proposer's significant functional relationships and risk allocation among the participants outlined in the organization chart as described in Section 5.3.2, including its approach to the operations and maintenance process and organization would contribute to the success of the Project and meet ADOT's goals described in Section 1.4;~~
- (c) ~~(d)~~ The ability to provide sufficient materials, equipment and qualified personnel to undertake Developer's anticipated obligations for the Project;
- (d) ~~(e)~~ The extent to which Proposer demonstrates an understanding of and sound approach to the operations, maintenance, and total life cycle costing of the Project, including Project-specific risks associated with operations, maintenance, and total life cycle costing of the Project;
- (e) ~~(f)~~ The efficiency and effectiveness of Proposer's general approach to integrating ADOT into project development and in structuring the roles and relationships of ADOT/Proposer/third parties;
- (f) ~~(g)~~ The extent to which Proposer demonstrates its ability to effectively manage all aspects of a DBFOM contract in a quality, timely, and effective manner and integrate the different parts of its organization in a cohesive and seamless manner;
- (g) ~~(h)~~ The extent to which Proposer demonstrates experience and success implementing quality management programs under DBOM or DBFOM approaches; and
- (h) ~~(i)~~ To extent to which Proposer demonstrates ability to meet current AASHTO or IES lighting recommendations using existing infrastructure.

6.3.4 Financial Approach (15%)

The Financial Approach elements of Proposer's proposal will be evaluated in accordance with the lead-factors described in this Section 6.3.4.

- (a) The extent to which Proposer demonstrates a reasonable conceptual approach to financing the Project, including identifying and mitigating any Project-specific risks associated with financing the Project;
- (b) The extent to which Proposer identifies innovative approaches to financing and/or incentive mechanisms that will achieve efficiencies, optimize lifecycle costs, reduce risks and/or drive value for money for ADOT; and
- (c) The extent to which Proposer demonstrates a reasonable conceptual approach to identifying and securing an adequate level of commitment from potential finance providers, where relevant, for a timely and successful commercial and financial close.

6.4 SOQ Evaluation Procedure and Shortlisting Notification

ADOT anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the criteria in Section 6.3 and to 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 the individual Proposers. At its sole discretion, ADOT may also schedule interviews with the responsive Proposers that have passed all pass-fail criteria on a one-on-one basis, for the purpose of enhancing ADOT's understanding of the SOQs and obtaining clarifications of the terms contained in the SOQs. ADOT may contact the firm and personnel references supplied by the Proposer as well as other potential references not listed, including internal personnel of ADOT.

ADOT may, at any time, request additional information or clarification from Proposers or may request Proposers to verify or certify certain aspects of their SOQs. The scope, length and topics to be addressed shall be prescribed by, and subject to the sole discretion of, ADOT. At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, interviews shall be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be reevaluated to factor in the clarifications and additional information.

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 Proposers to be shortlisted as it deems appropriate, in its sole discretion, and in the best interests of the State of Arizona.

Each Proposer will be notified in writing via e-mail and a hard copy letter whether it has been selected for the short-list. If only one Proposer responds to the RFQ or attains shortlisting status, ADOT may re-advertise or cancel the procurement.

6.5 Changes in Proposer Organization and Key Personnel

ADOT wants to ensure that Proposers are able to develop and attract the greatest range and depth of expertise as may be necessary to participate in the procurement to optimally design, supply, build/install, finance, operate and maintain the Project in an innovative, effective, and

efficient manner. Accordingly, ADOT may authorize Proposers to add or change team members, reorganize the Proposer 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 a Proposer team member identified in its SOQ;
- (b) Deletion or substitution of Key Personnel identified in its SOQ;
- (c) Deletion or substitution of an Equity Member or Major Non-Equity Member identified in its SOQ, or any other entity identified in its SOQ that will bear financial responsibility or liability for the performance of the Proposer; and
- (d) Other changes, direct or indirect, in the equity ownership or team membership of a Proposer as identified in its SOQ.

In order for a Proposer to remain eligible to submit a Proposal after it has been placed on the shortlist, the Proposer's Key Personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the P3 Agreement), unless otherwise approved in writing by ADOT, in its sole discretion.

Should a Proposer wish to make such a change, Proposer shall notify and request ADOT's consent in writing. Proposer shall provide to ADOT, for any new or substitute entity or personnel, the same information required under this RFQ for such entity or personnel had such entity or personnel been part of the Proposer team as of the SOQ submission (including, without limitation, legal, financial, qualifications/experience, and other information). If a Proposer wishes to delete an entity or change Key Personnel, the Proposer shall provide ADOT with information establishing that the Proposer remains qualified for shortlisting as contemplated under this RFQ.

ADOT will review requests to implement changes in Key Personnel but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Any such change made without the written consent of ADOT may, at ADOT's sole discretion, result in the Proposer being disqualified.

6.6 RFP Procedure and Evaluation

Short-Listed Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals will differ from the criteria set forth in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

7. COMMUNICATION, PUBLIC INFORMATION & ORGANIZATIONAL CONFLICTS OF INTEREST

7.1 Improper Communications and Contacts

The following rules of contact apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the P3 Agreement. 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 Proposer.

The ADOT Procurement Manager will serve as the primary point of contact during the RFQ procurement, unless otherwise notified.

7.1.1 Communication Process

ADOT is the single source of information regarding the P3 Agreement procurement. The procurement process begins on the date of issuance of this RFQ, and is anticipated to be completed with the award of the P3 Agreement.

- (a) Except as set out in this RFQ or the conflict of interest policy in Attachment 1, following issue of the RFQ, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the Project or SOQs. A Proposer may communicate with a subcontractor that is permitted to be on both its team and another Proposer's team, so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. Proposers and team members are permitted to attend ADOT-sponsored workshops and meetings together provided the requirements in this Section are complied with;
- (b) Contact between Proposers and ADOT shall only be through the ADOT Procurement Manager and Proposer's designated representative and shall be in writing as set out in Section 3.4;
- (c) Proposers shall not contact ADOT employees, advisors, and any other person who will evaluate the SOQs regarding the Project or the procurement;
- (d) Proposers shall not contact Stakeholders and those parties identified under Section 7.3.1 concerning the Project. ADOT shall provide any necessary coordination during the RFQ stage with such entities in order 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;

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

7.2 Public Records

All records submitted to ADOT during this procurement, including records responsive to this RFQ, become ADOT's property upon receipt and are therefore subject to A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2. ADOT will not return any of these records to the submitting parties. Proposers should familiarize themselves with the provisions of A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2.

If a Proposer believes any records (or portions of records) submitted to ADOT contain a trade secret, proprietary information, or other information excepted from disclosure, the Proposer shall specifically and conspicuously designate the information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information are not permitted and are invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

ADOT will endeavor to advise the Proposer of any request pursuant to A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2 and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential so as to allow the Proposer 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 Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of ADOT or its officers, employees, contractors, or consultants. In no event shall ADOT, or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of all or a portion of an SOQ submitted under this RFQ.

The submitting party is solely responsible for all determinations made by it under applicable laws as to what portions of the records are proprietary, trade secret, or confidential, and for clearly and prominently marking each and every page or sheet of materials with "PROPIETARY," "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. ADOT will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2, as to the interpretation of A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2, or as to the definition of trade secret. Therefore, each submitting party is advised to contact its own legal counsel concerning A.R.S. § 28-7707 and Title 39, Chapter 1, Article 2 and other applicable laws and their application to the submitting party's own circumstances.

In the event of litigation concerning the disclosure or non-disclosure of any material submitted by the submitting party, ADOT will participate only as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that ADOT reserves the right, in its sole discretion, to intervene or participate

in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by ADOT in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

7.3 Organizational Conflicts of Interest

7.3.1 ADOT Consultant

ADOT has a specific conflict of interest policy for the Project respecting ADOT consultants and their affiliates. A copy of the current policy is provided as Attachment 1 to this RFQ. Proposers shall comply with this conflict of interest policy. Exceptions to this policy may be granted by ADOT, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible (optimally by September 20, 2017) because ADOT shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

ADOT has engaged a number of consultants to assist and participate in the Project development stages, as well as assist ADOT during the procurement process for the Project. Proposer is prohibited from teaming with, receiving any advice, 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, including:

- HDR Engineering, Inc.;
- KPMG LLP;
- Nossaman LLP;
- WSP Global Inc.;
- Sperry Capital; and
- CDM Smith.

ADOT may disqualify a Proposer, and refuse to enter into the P3 Agreement with the apparent best value Proposer if ADOT determines that:

- (a) The Proposer has made impermissible contact with any of the ADOT consultants listed above with respect to this procurement and/or P3 Agreement; or
- (b) The Proposer includes any of the ADOT consultants listed above on the Proposer's team.

Any violation of the foregoing restrictions by the apparent best value Proposer will, in ADOT's sole discretion, constitute a failure to execute the P3 Agreement and result in the forfeiture of the Proposer's security.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to ADOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, ADOT may disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a P3 Agreement with such entity, ADOT may terminate the P3 Agreement. In either case, ADOT reserves all legal rights and remedies. Proposers should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

Proposers are also advised that ADOT's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to the National Environmental Policy Act. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

7.3.2 ADOT Employees Involved In Procurement

Proposers are referred to Arizona laws that make it unlawful, and a class 2 misdemeanor, for Proposers or any member of a Proposer team 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 A.R.S. §§ 41-741, 41-753, 41-1231, 41-1233.01, 41-2501, 41-2503 and 41-2517. Proposers are also referred to Arizona 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 A.R.S. Title 38, Chapter 3, Article 8 and, in particular, § 38-511.

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

- "PER-6.02 Conflict of Interest of Officers and Employees," (effective 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 Proposer, and refuse to enter into the P3 Agreement with the apparent best value Proposer, if it or any member of the Proposer's team violates A.R.S. § 41-2517(C). Any such violation by the apparent best value Proposer will, in ADOT's sole discretion, constitute a failure to execute the P3 Agreement and result in the forfeiture of the Proposers' security. After award, ADOT may cancel the P3 Agreement, without obligation or penalty, due to violation of A.R.S. § 41-2517(C) or in accordance with A.R.S. § 38-511.

7.3.3 Participation in More than One Proposer Organization

ADOT may disqualify a Proposer, and refuse to enter into the P3 Agreement with the apparent best value Proposer, if any of its Equity Members or Major Non-Equity Members (other than a

Luminaire Supplier) belongs to more than one Proposer organization, or if any Affiliate of the Proposer or any of its Equity Members or Major Non-Equity Members is a member of another Proposer organization.

Any Luminaire Supplier may be a member of more than one Proposer, provided that such Luminaire Supplier is not an Equity Member in any Proposer.

Any Major Non-Equity Member of a non-shortlisted Proposer may (subsequent to shortlisting) join a Short-Listed Proposer, subject to the process and requirements of Section 6.5.

8. PROTEST PROCEDURES

8.1 Applicability

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

- (a) allegations that the terms of the RFQ are wholly 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 and/or responsiveness criteria set forth in this RFQ; and
- (c) shortlisting determinations.

8.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 8.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with ADOT, following the procedures prescribed in this Section 8.2. The Proposer shall initiate such informal discussions by a written request for a one-on-one meeting delivered to the address specified in Section 3.4 no later than three (3) business days after the issuance of the RFQ (for protests concerning the issues described in Section 8.1(a), the responsiveness or pass/fail determination at issue (for protests concerning the issues described in Section 8.1(b), or the short-listing determinations (for protests concerning the issues described in Section 8.1(c), as applicable. The Proposer's failure to observe any of these deadlines shall constitute a waiver of the Proposer's right to the corresponding protest. The written request shall include an agenda for the proposed one-on-one meeting. ADOT will then set a date and time to discuss the nature and basis of the protest with the Proposer. If necessary to address the issues raised in a protest, ADOT may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

8.3 Deadlines for Protests

- (a) Protests concerning the issues described in Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than ten (10) calendar days after issuance of the RFQ, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five (5) calendar days after the addendum is issued and ADOT gives notice that the discussion under Section 8.2 is concluded.
- (b) Protests concerning the issues described in Section 8.1(b) must be filed no later than ten (10) calendar days after receipt of the notification of nonresponsiveness or failure to pass all pass/fail criteria set forth in this RFQ and ADOT gives notice that the discussion under Section 8.2 is concluded.
- (c) Protests concerning the issues described in Section 8.1(c) must be filed no later than ten (10) calendar days after the earliest of the notification of the short-list and

the public announcement of the short-list and ADOT gives notice that the discussion under Section 8.2 is concluded.

8.4 Content of Protest

A protest shall completely and succinctly state the grounds for protest, its legal authority, and its 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.

8.5 Filing of Protest

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

**Arizona Department of Transportation
State Engineer's Office
206 S. 17th Avenue, MD 102A
Phoenix, AZ 85007**

8.6 Comments from Other Proposers

ADOT may, in its sole discretion, forward copies of all such statements to the protestant. Other Proposers may file statements in support of or in opposition to the protest within five (5) calendar days of the filing of the protest. Any statements shall be sworn and submitted under penalty of perjury.

8.7 Burden of Proof

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

8.8 Decision on the Protest

ADOT's State Engineer or designee (who has not been involved in the evaluation) shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. 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.

8.9 Protester's Payment of Costs

If a protest is denied, the Proposer 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.

8.10 Rights and Obligations of Proposers

Each Proposer, 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 Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer 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 Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9. DEBRIEFING MEETINGS

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not short-listed may request a debriefing. If requested, debriefings will be provided at the earliest feasible time after notification of the Short-Listed Proposers. 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 Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and
- (c) Provide information on areas in which the unsuccessful Proposer'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 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 suspend or terminate negotiations at any time.
- (c) Elect not to commence or continue negotiations with any responding Proposer.
- (d) If ADOT is unable to negotiate a P3 Agreement 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 Proposers at any time.
- (f) Waive any informalities, irregularities, deficiencies, or omissions in or in connection with the SOQs, accept and review a nonconforming 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 Proposer, require additional information from a Proposer 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 P3 Agreement, without incurring any cost obligations or liabilities, except as otherwise provided in the RFP.
- (k) Modify the shortlisting determination based on subsequently learned information.
- (l) Permit a Proposer to add, delete, or change Lead Contractors, Lead Operation and Maintenance Firms, Equity Members or Major Non-Equity Members and/or Key Personnel.
- (m) 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.

- (n) Hold meetings and conduct discussions and correspondence with one or more of the Proposers regarding their SOQs.
- (o) Seek and obtain information or data, from any source, that may assist ADOT in evaluating the SOQs.
- (p) Disqualify any Proposer under 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.
- (q) Not issue a notice to proceed after financial close.
- (r) Exercise any other right reserved or afforded to ADOT under this RFQ or applicable laws or regulations.
- (s) 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 IN THIS RFQ. 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 PROPOSER.

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

**APPENDIX A:
PROJECT DESCRIPTION AND PROJECT STATUS**

1. Project Description

ADOT operates and maintains the lighting system on controlled access highways statewide. In support of its mission to provide a safe, efficient, cost-effective transportation system, ADOT seeks to upgrade more than 19,000 luminaires to LED technology with remote monitoring and controls, covering approximately 300 miles of controlled access highway throughout the greater Phoenix area, including the Deck Park Tunnel on I-10, as shown on the map in [Figure 1](#).

Figure 1 – General Location Map

2. Phoenix Metropolitan Area Lighting Portfolio

The Phoenix area lighting system is considered to be in a state of good repair and currently primarily uses high-pressure sodium high-intensity discharge (“**HPS HID**”) luminaires. Lighting system uptime/availability and quality of illuminance are also considered satisfactory across the wider metropolitan area. ADOT maintains the current lighting system using a combination of in-house resources and contractors.

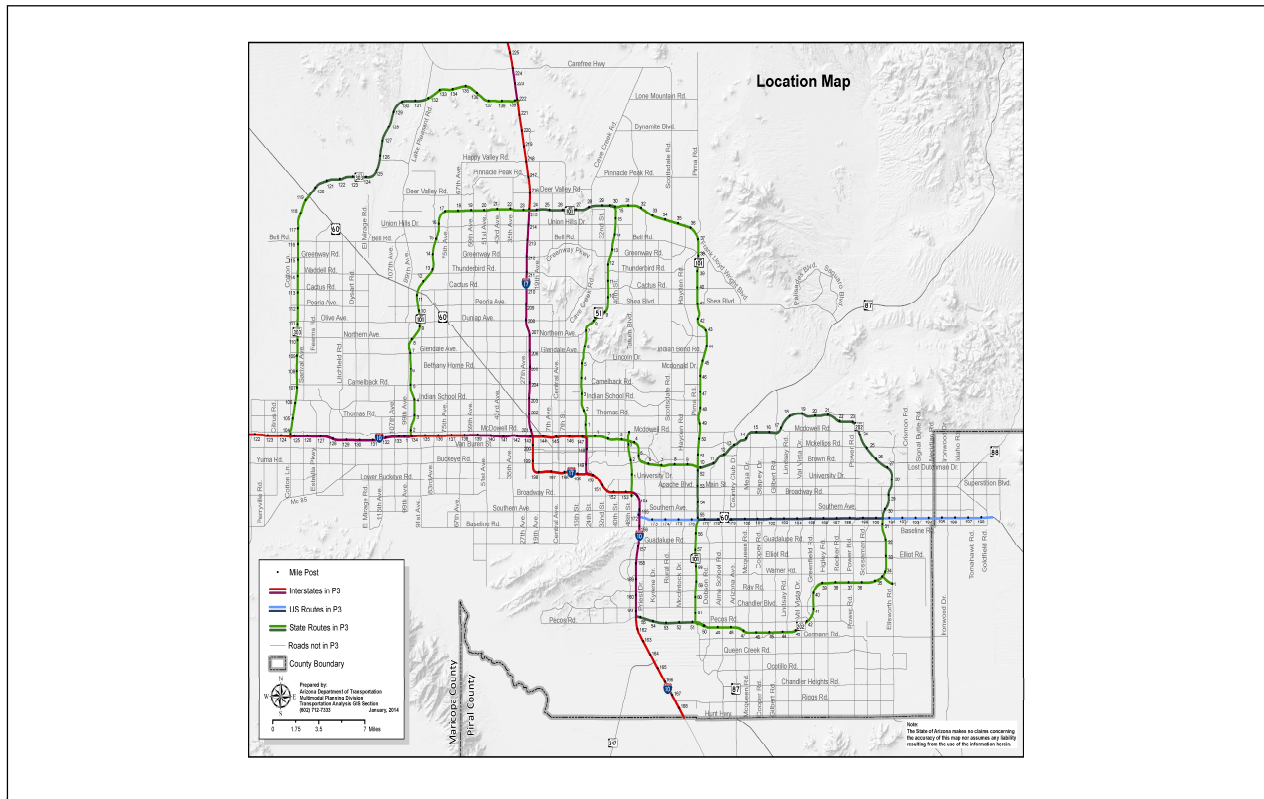
ADOT is currently developing a technical specification for desired lighting levels for the Project which would be included with the RFP. ADOT’S Past decisions regarding lighting levels have generally been made on a case-by-case basis during design with general past to design all urban freeways (mainline and ramps) to 0.6 foot-candles (fc) using the illuminance method of design, based on a 1984 AASHTO Guide. The 0.6 fc level conforms to the current 2005 AASHTO Guide at the low end of the recommended range.

The Phoenix Metropolitan Area Lighting system (excluding Deck Park Tunnel) is switched automatically using ambient light sensors or photo-electric cells (“**PECs**”) mounted on the lighting load center cabinets. Utility service for all circuits included in the Project is provided by either Arizona Public Service (“**APS**”), Salt River Project (“**SRP**”), or Gila River Indian Community Utility Authority (“**GRICUA**”).

3. Deck Park Tunnel Lighting Portfolio

The Deck Park Tunnel is located on I-10 in Phoenix, Arizona. The tunnel currently uses HPS luminaires controlled by a contractor controlled stepped switched system that adjusts tunnel lighting conditions in response to outdoor ambient lighting levels.

The Deck Park Tunnel was constructed and opened to traffic in August of 1990. The luminaires



from the original project construction are now approaching the end of their useful lives and lighting technology has progressed significantly since the tunnel was commissioned. Increasing traffic levels commensurate with Phoenix's growth, among other factors, has led to increased frequency of traffic incidents within the tunnel. ADOT has, therefore, reviewed various alternative solutions for lighting with the goals of enhancing safety, increasing lighting levels, and improving energy efficiency.

In 2011, the luminance values in various zones of the tunnel were evaluated in comparison with the current tunnel lighting guidelines, *IES RP-22-11 Standard Practice for Tunnel Lighting*. The study also examined the energy consumption of the existing tunnel lighting system. The study concluded that ADOT spends approximately \$350,000 per year in lighting-related electrical charges⁴, and that existing lighting levels in the tunnel were lower than revised current lighting design recommendations.

In 2016, the I-10 Deck Park Tunnel Initial Project Assessment included a recommendation to achieve higher lighting levels in the Deck Park Tunnel threshold and transition zones. The concept study also recommended the use of next-generation LED lighting technology for luminaires and the use of a power line carrier control system to monitor and vary the tunnel lighting level according to measured daylight conditions outside the tunnel. The concept study also recommended that any future lighting system incorporate the flexibility to support variable posted speeds within the tunnel environment.

In 2016-17, ADOT initiated project development on the Deck Park Tunnel lighting system via a legally-available on-call procurement tool, but the approach did not meet the requirements of ADOT.

Utility service for all circuits included in the Project is provided by **APS**.

4. Design, Supply, Construction, Installation, Operation, and Maintenance Scope Overview

Deck Park Tunnel:

The Project involves upgrading the Deck Park Tunnel lighting system (approximately 3,300 luminaires) to LED technology to achieve higher luminance levels as described in the *Deck Park Tunnel Lighting Technical Requirements* in the Project Documents. The Deck Park Tunnel Lighting includes overhead lighting on the eastbound and westbound mainline freeway portion only. The transit bay located between the main tubes and the equipment rooms on the north and south sides of the tunnel are not covered in the scope of work.

The Deck Park Tunnel lighting is on 24 hours per day and load varies by time of day based on outdoor ambient light levels.

Remainder of Phoenix Metropolitan Area Lighting System:

Outside of the Deck Park Tunnel, the Project includes upgrading approximately 16,000 luminaires lighting the freeway system in the Phoenix metropolitan area (mainline and ramps including any underdeck lighting along the freeway mainline where the freeway passes under an overhead structure). Open road lighting currently operates approximately 4,200 hours per year.

⁴ Subsequent work indicates ADOT lighting-related electrical charges are closer to \$300,000 per year.

In the Phoenix metropolitan area, there are six short tunnels (I-10, Fillmore St. Ramp WJ-D; I-17, Utopia Tunnel; I-17, Rose Garden Tunnel; SR 202L, Power Road – 3256 N.; SR 202L, Power Road – 3254 N.; and US 60, McClintock Drive Ramp W-S), the lighting in which may require reconfiguration to meet performance requirements. In addition, the replacement of approximately 200 airport warning lights (mounted to existing light poles) is expected to be included in the project scope.

Tunnels and freeways outside of the Phoenix metropolitan area, roadway lighting associated with traffic signals, and the lighting on cross streets are not included in this Project.

Replacement of substandard light poles and foundations may be included in the Project, and further details of such replacement will be included in the RFP. Adding or relocating light poles, is not required (unless such relocation is required to meet the lighting level requirements which will be included in the RFP), but may be proposed where a business case and lifecycle cost saving to ADOT is demonstrated.

Salvage of existing lighting components within both Deck Park Tunnel and the remainder of the Phoenix Metropolitan Area Lighting System is the responsibility of the Developer.

Guide sign lighting will not require an upgrade to LED as part of this Project and is not the Developer's operations and maintenance responsibility.

The Project will not include the design and construction/installation of lighting systems that are currently being delivered as part of larger road projects in the Maricopa Association of Governments ("**MAG**") regional transportation system. Once constructed/installed, luminaires from those projects (and other future additions to ADOT's lighting network within the Phoenix metropolitan area) may be integrated into the operations and maintenance scope of this Project. The RFP will further detail the proposed approach to segments of the lighting area that will be excluded from the design and construction/installation scope, as well as the operations and maintenance approach for such luminaires. Similarly, there are some areas of the freeway, where LED systems have already been implemented. The RFP will provide further details as to the required approach for these areas.

The installed system must conform to A.R.S. Title 49 – *The Environment, Chapter 7, Light Pollution*, and lighting codes for jurisdictions that the Project covers.

Metering

The Project includes metered and unmetered accounts. The Deck Park Tunnel electrical system is largest metered account. ADOT anticipates that all lighting within the project scope will be served by a control system that includes detailed, granular measurement of power consumption. Subject to discussion with utilities, that same control system may be able to provide power and consumption data in lieu of utility metering (i.e., using the control system data as the basis for utility billing). The modified lighting system may also warrant updated tariffs reflecting the installed LEDs and control system. Installation of new utility metering may also be required.

ADOT is in discussions with APS, SRP, and GRICUA to discuss these interrelated issues:

- (i) suitability of using the control system data for billing purposes,

- (ii) the potential for new or amended tariffs reflecting the characteristics of the updated system, and
- (iii) conversion of non-metered accounts to metered accounts.

Operations and Maintenance

The Project will also include maintenances of poles, wiring, pull boxes, conduit, and other ancillary lighting infrastructure on the load side of the electrical point of service, and periodic cleaning of the walls of the Deck Park Tunnel.

Safety and Security:

Safety and security are of prime importance. All elements of the Project must be designed, supplied, constructed/installed, operated, and maintained in a manner that is consistent with this safety and security objective. Developer shall adhere to all applicable regulations regarding safety and security.

**APPENDIX B:
FORMS**

Appendix B – 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/Installation Experience
Form E-3	Relevant Operations and Maintenance Experience
Form E-4	Relevant Finance Experience
Form E-5	Relevant Alternative Delivery Experience
Form F	Proposed Key Personnel Information
Form L-1	Proposer's Organization Information
Form L-2	Certification / Questionnaire
Form PP-1	Past Performance - Awards
Form RFQ-C	Proposer's Clarification Request
Form S	Safety Questionnaire

Form A

TRANSMITTAL LETTER

PROPOSER: _____

SOQ Date: [Insert Date]

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson Street, MD 121F
Phoenix, AZ 85007-3212

Attn: Mr. Iqbal Hossain,

Dear Mr. Hossain,

The undersigned (“**Proposer**”) is pleased to submit this Statement of Qualifications (this “**SOQ**”) in response to the Request for Qualifications dated as of August 25, 2017 (as amended, the “**RFQ**”), issued by the Arizona Department of Transportation (“**ADOT**”) to design, supply, construct/install, operate, and maintain the Phoenix Metropolitan Area Freeway Lighting 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 and Commercial Information

Proposer acknowledges receipt, understanding, and full consideration of:

- All materials posted on the Website
- As set forth in Section 3.5 of the RFQ, the following Addenda and sets of questions and answers to the RFQ:
 - Addendum #1 issued on August 31, 2017
 - Addendum #2 issued on September 7, 2017
 - Addendum #3 issued on September 14, 2017
 - [Addendum #4 issued on October 5, 2017](#)
 - Q&A Matrix #1 issued on September 7, 2017

Form A

TRANSMITTAL LETTER

- Q&A Matrix #2 issued on September 14, 2017
- [Q&A Matrix #3 issued October 5, 2017](#)

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

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and SOQ. Without limiting the foregoing, Proposer 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.

Proposer understands that if it is selected, the legal entity constituting the Developer will enter into a single P3 Agreement encompassing all design, supply, construction/installation, financing, operations, maintenance and other obligations.

Proposer understands that ADOT is not bound to shortlist any Proposer and may reject each SOQ ADOT receives.

Proposer 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 Proposer.

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

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer’s rights and remedies to protest or challenge the RFQ or any determination or short-listing thereunder.

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

Proposer’s business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Province)	(ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from following pages.]

Form A

TRANSMITTAL LETTER

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer'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 Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

4. Sample signature block for a Proposer not yet formed as a legal entity:

[Insert Proposer name]

By: _____

Print Name: _____

Title: _____

Form A-1
SOQ CERTIFICATION

[OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER.]

[SOQ DATE]

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson Street, MD 121F
Phoenix, AZ 85007-3212

ATTN: Mr. Iqbal Hossain

Dear Mr. Hossain,

I, [NAME OF OFFICIAL REPRESENTATIVE], am the [TITLE OF OFFICIAL REPRESENTATIVE] of [NAME OF PROPOSER OR LEAD EQUITY MEMBER], which is a member of the [NAME OF PROPOSER] team.

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 Phoenix Metropolitan Area Freeway Lighting Project and the attached statement of qualifications (“SOQ”) submitted by [NAME OF THE PROPOSER TEAM].
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 PARAGRAPH, BELOW, ONLY IF THE ENTITY SIGNING THIS CERTIFICATION IS THE PROPOSER’S LEAD EQUITY MEMBER. OTHERWISE, DELETE THIS NOTE AND KEEP THE THIRD PARAGRAPH.]

3. All representations, statements, and commitments in the SOQ made by [NAME OF PROPOSER TEAM] 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 PROPOSER] team.

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.

Sample signature block for attorney in fact

[Insert Firm’s Name]

By: _____

Print Name _____
Attorney in Fact

(Signature)

(Name Printed)

Form A-1
SOQ CERTIFICATION

Sample signature block for attorney in fact:

[Insert Firm's name]

By: _____

Print Name: _____
Attorney in Fact

Form E

PROJECT CONTACT INFORMATION

Name of Proposer: _____

Provide the information requested below for each project listed in Forms E-1, E-2, E-3, E-4, and E-5.

Project Name	Proposer Team 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 Proposer Team (particularly, Lead Engineering Firm) in the Design and Engineering of Reference Projects

Name of Proposer: _____

LIST ENTITY, ROLE ON PROPOSER TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION (4)	PROJECT COST (5) & (6)	START/END DATES OF SERVICE	% OF WORK COMPLETED BY October 1, 2017	LEVEL OF COMPANY'S PARTICIPATION (7) & (8)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Proposer, Equity Member, or Major Non-Equity Member, as applicable, but, rather an "affiliate" of such entity, please expressly indicate and identify the entity and its relationship to Proposer, Equity Member, or Major Non-Equity Partner, as applicable. At ADOT's sole discretion, such entity may be required to be a Financially Responsible Party.
- (2) Only list projects on which the entity worked within the past 10 years (measured from the date of issuance of this RFQ).
- (3) Only list projects where the entity held a minimum 30% of the ultimate responsibility for the design and engineering work.
- (4) Project description shall describe physical infrastructure, such as lane-miles of roadway luminaires, number of luminaires, tunnel length, etc.
- (5) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of July 1, 2017, including the benchmark on which the exchange rate is based.
- (6) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (7) Show company's participation in terms of money and percentage of the design and engineering work for the listed project.
- (8) 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/INSTALLATION EXPERIENCE

Experience of Proposer Team (particularly the Lead Contractor) in the Construction/Installation of Reference Projects

Name of Proposer: _____

LIST ENTITY, ROLE ON PROPOSER TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION (4)	PROJECT COST (5) & (6)	START/END DATES OF SERVICE	% OF WORKS COMPLETED BY October 1, 2017	LEVEL OF COMPANY'S PARTICIPATION (7) & (8)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Proposer, Equity Member, or Major Non-Equity Member, as applicable, but, rather an "affiliate" of such entity, please expressly indicate and identify the entity and its relationship to Proposer, Equity Member, or Major Non-Equity Partner, as applicable. At ADOT's sole discretion, such entity may be required to be a Financially Responsible Party. .
- (2) Only list projects on which the entity worked within the past 10 years.
- (3) Only list projects where the entity held a minimum 30% of the ultimate responsibility for the construction work.
- (4) Project description shall describe physical infrastructure, such as lane-miles of roadway luminaires, number of luminaires, tunnel length, etc.
- (5) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of July 1, 2017, and identify the benchmark on which the exchange rate is based.
- (6) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total design and construction cost of the completed project.
- (7) Show company's participation in terms of money and percentage of the construction work for the listed project.
- (8) 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 E-3 – RELEVANT OPERATIONS AND MAINTENANCE EXPERIENCE

Experience of Proposer Team (particularly the Lead Operations and Maintenance Firm) in the Operations and Maintenance of Reference Projects

Name of Proposer: _____

LIST ENTITY, ROLE ON PROPOSER TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL DESCRIPTION OF OPERATIONS AND MAINTENANCE WORK (4)	START/END DATES & DURATION (5)	NUMBER OF LUMINAIRES AND/OR LENGTH OF ROAD UNDER MAINTENANCE, AS APPLICABLE	LEVEL OF COMPANY'S PARTICIPATION (6)	ROLE OF COMPANY FOR THE PROJECT
1.					
2.					
3.					

Notes:

- (1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Proposer, Equity Member, or Major Non-Equity Member, as applicable, but, rather an "affiliate" of such entity, please expressly indicate and identify the entity and its relationship to Proposer, Equity Member, or Major Non-Equity Partner, as applicable. At ADOT's sole discretion, such entity may be required to be a Financially Responsible Party.
- (2) Only list projects on which the entity or such parent or sister company worked within the past 10 years.
- (3) Only list projects where the entity, joint venture members of the entity, or such parent or sister company held a minimum 30% of the ultimate responsibility for the operations and maintenance work.
- (4) Project description shall describe physical infrastructure, such as lane-miles of roadway luminaires, number of luminaires, tunnel length, etc.
- (5) Describe duration of maintenance contract period.
- (6) Show company's participation in terms of money and percentage of the maintenance work for the listed project.

Form E-4 – RELEVANT FINANCING EXPERIENCE

Experience of Proposer Team in Financing of Reference Projects

Name of Proposer: _____

LIST ENTITY, ROLE ON PROPOSER TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL DESCRIPTION OF PROJECT AND FINANCING APPROACH (4)	START/END DATES & DURATION (5)	NUMBER OF LUMINAIRES AND/OR LENGTH OF ROAD UNDER MAINTENANCE, AS APPLICABLE	LEVEL OF COMPANY'S PARTICIPATION (6)	ROLE OF COMPANY FOR THE PROJECT
1.					
2.					
3.					

- Notes:
- (1) A maximum of three projects may be included. If the specific entity that undertook the identified project is not the Proposer or Equity Member, as applicable, but, rather an "affiliate" of such entity, please expressly indicate and identify the entity and its relationship to Proposer or an Equity Member, as applicable. At ADOT's sole discretion, such entity may be required to be a Financially Responsible Party. .
 - (2) Only list projects on which the entity worked within the past 10 years.
 - (3) Only list projects where the entity, joint venture members of the entity, or such parent or sister company held a minimum of 10% of the ultimate financing responsibility for the project.
 - (4) Project description shall describe physical infrastructure, such as lane-miles of roadway luminaires, number of luminaires, tunnel length, etc.
 - (5) Describe duration of project contract period.
 - (6) Show company's participation in terms of financing the Project

Form E-5 – RELEVANT ALTERNATIVE DELIVERY EXPERIENCE

Experience of Proposer Team in Alternative Delivery of Reference Projects

Name of Proposer: _____

Name of Firm: _____

LIST ENTITY OR ENTITIES, ROLE ON PROPOSER TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION (4)	PROJECT COST (5) & (6)	START/END DATES OF SERVICE	% OF WORKS COMPLETED BY October 1, 2017	LEVEL OF COMPANY'S PARTICIPATION (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) A maximum of nine (9) projects per Proposer team may be included. If the specific entity that undertook the identified project is not the Proposer, Equity Member, or Major Non-Equity Member, as applicable, but, rather an “affiliate” of such entity, please expressly indicate and identify the entity and its relationship to Proposer, Equity Member, or Major Non-Equity Partner, as applicable. At ADOT’s sole discretion, such entity may be required to be a Financially Responsible Party.
- (2) Only list DBFOM, [DBM](#) or DBOM projects.
- (3) Only list projects on which the entity worked within the past 10 years.
- (4) Project description shall describe physical infrastructure, such as lane-miles of roadway luminaires, number of luminaires, tunnel length, etc. and delivery method.
- (5) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of July 1, 2017, and identify the benchmark on which the exchange rate is based.
- (6) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total design and construction cost of the completed project.
- (7) Show company or companies' participation in terms of money and percentage of the work for the listed project.

Form F

PROPOSED KEY PERSONNEL INFORMATION

Name of Proposer: _____

Key Personnel Position	Name of Individual	Years of Relevant Experience ¹	Education and Registrations ²	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Project Manager		_____ years on October 1, 2017			1. 2. 3.
Construction/ Installation Manager		_____ years on October 1, 2017			1. 2. 3.

Form F

PROPOSED KEY PERSONNEL INFORMATION

Design Manager		____ years on October 1, 2017			1. 2. 3.
O&M Manager		____ years on October 1, 2017			1. 2. 3.

- 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 in accordance with Section 5.3.3 of the RFQ.

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

**PART 1
PROPOSER TEAM SUMMARY**

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

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

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

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTY <i>(Duplicate for each Financially Responsible Party)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

OTHER TEAM MEMBERS <i>(Proposer may duplicate for each other team member at its discretion)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

**PART 2
TEAM MEMBER INFORMATION**

Name of Proposer: _____

Name of Entity Completing Form L-1: _____

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

Proposer; Equity Member; Major Non-Equity Member; Financially Responsible Party; 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/or 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 teaming agreement. If an executed teaming 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: _____
Headquarters: _____
Office Performing Work: _____

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

B. Describe the role of the entity in the space below, including equity ownership percentage.

C. If the entity completing this Form L-1 is a joint venture or newly formed entity (formed within two (2) years before the SOQ Due Date), 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 Proposer:

Proposer, Equity Member, or Major Non-Equity Member Firm Name:

Complete for the Proposer, each Equity Member, each Major Non-Equity Member, and any other entity if such company's project experience is used in Forms E-1 through E-5:

1. Has the firm or any Affiliate⁵, 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 within the last ten (10) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

2. Has the firm or any Affiliate¹ 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 (5) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

3. Has the firm or any Affiliate¹ sought protection under any provision of any bankruptcy act or been subject to a receivership or involuntary bankruptcy proceeding within the last ten (10) 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.

Yes No

⁵ Note: "Affiliate" has the meaning set forth in Section 1.2 of the RFQ, but only if the entity either (a) has or is engaged in business or investment in North America in the last 10 years or (b) is or was involved, directly or indirectly, in any project listed on Form E-1, E-2, E-3, E-4 or E-5.

Form L-2

CERTIFICATION / QUESTIONNAIRE

4. Has the firm or any Affiliate¹ 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 (5) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

5. Has the firm or any Affiliate¹ 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 (10) 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.

Yes No

6. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate¹, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) within the past ten (10) years (measured from the date of issuance of this RFQ)? If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

Yes No

7. Has the firm or any Affiliate¹ 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 (5) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

Form L-2

CERTIFICATION / QUESTIONNAIRE

8. Has the firm or any Affiliate¹ been found, adjudicated, or determined by any state court, state administrative agency, 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 (10) 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? If yes, describe.

Yes No

9. Have any adverse claims between the owner of a public works project and the firm or any Affiliate¹, in which the claim exceeds \$100,000, settled or been the subject of a judgment within the past five (5) years (measured from the date of issuance of this RFQ)? If yes, describe, including the amount of each claim, the amount of each settlement or judgment, the total amount of such claims and settlements, and the sum of the original contract prices for all projects on which you are reporting the claims. "Claim" means any request or demand, in any written form, including correspondence, from the firm or any Affiliate to a project owner, or from a project owner to the firm or any Affiliate, for payment of money or damages to the claimant, except for changes in scope or requirements directed by the project owner.

Yes No

10. Has the firm or any Affiliate¹ been convicted of violating a state or federal law relating to the employment of undocumented aliens within the past five (5) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

11. List (on a separate page) up to five financial institutions with which the firm or any Affiliate¹ has done the most business within the past five (5) years (measured from the date of issuance of this RFQ) and identify the individual at each institution who was in charge of the firm's accounts. Indicate the address, telephone number, and email address of each individual.

Form L-2

CERTIFICATION / QUESTIONNAIRE

12. Has a surety firm completed performance of a contract on behalf of the firm or any Affiliate¹ or paid for completion of a contractor's performance because the firm or any affiliate was in default or terminated by the project owner within the last five (5) years (measured from the date of issuance of this RFQ)? If yes, describe.

Yes No

13. Has the firm or any Affiliate been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any applicable Arizona governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFQ), including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000 et seq.); the Equal Pay Act (29 U.S.C. § 206[d]); and any applicable or similar Arizona law? If yes, describe.

Yes No

14. Has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, 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 (10) 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? If yes, describe.

Yes No

15. In the past ten (10) years have there been any citations, assessed penalties or settlements against the firm or any Affiliate for any serious, willful or repeat violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)? If yes, describe.

Yes No

Form L-2

CERTIFICATION / QUESTIONNAIRE

<hr/> <hr/> <hr/>
16. Has there been any instance where the firm or any Affiliate, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder? If yes, describe. <input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/> <hr/>

(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 Proposer:

Awards, Citations, and/or Commendations:

Name of Award, etc.	Proposer, Equity Member or Major-Non Equity Member	Year Received	Project and Location	Work for Which Award, etc. Was Received

Note: Only Awards, Citations, and/or Commendations within the 10 years prior to the SOQ Due Date shall be included.

Form RFQ-C

Proposer's Clarification Request

Phoenix Metropolitan Area Freeway Lighting Project Project #F014701D

Proposer Name: _____

Proposer Address: _____

Proposer Contact Information Individual : _____

Email Address: _____ Phone Number: _____

RFQ Section No. or Appendix	Question	Reserved for Department Response

Form S

SAFETY QUESTIONNAIRE

Name of Proposer: _____

Lead Contractor or Lead O&M Firm Name: _____

Note: A Safety Questionnaire shall be provided by both the Lead Contractor and the Lead O&M Firm.

Provide the following information for the past three (3) years:

Item	2014	2015	2016	<u>Average</u>
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				

Note: If data is not available for a specific year because the relevant entity was not in existence or no EMR was applicable, please mark the applicable year as "N/A" and complete the "Average" based on the years for which data is provided.

ATTACHMENT 1:
ADOT CONFLICT OF INTEREST POLICY

**ADOT Conflict of Interest Policy
for
Phoenix Metropolitan Area Freeway Lighting
Project**

1.0 Purpose

This Policy prescribes Conflict of Interest rules applicable to private entities, including Consultants and Proposers, participating or desiring to participate in ADOT's planning, procurement, design, supply, construction/installation, financing, operations or maintenance 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. This Policy is intended to apply in the context of ADOT's development of the Project pursuant to a design-build-finance-operate-maintain contract or other form of public-private partnership.

2.0 Definitions

Term	Definition
ADOT	Means the Arizona Department of Transportation.
Affiliate	Means 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 venturers; 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 venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.
Conflict of Interest	Means 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 Proposer team, or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a Proposer team as a result of the Consultant's Services to ADOT.
Consultant	Means 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	Means this ADOT Conflict of Interest Policy.
Project	Means the Phoenix Metropolitan Area Freeway Lighting Project.

Proposer	Means 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 make up such groups, 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.
Services	Means, 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 right-of-way, structures, survey and utility); and public and community outreach services.

3.0 Conflicts of Interest

3.1 Purpose

This section prescribes ADOT's policy on Conflicts of Interest relating to Consultants and Proposers participating or desiring to participate in the planning, procurement, design, supply, construction/installation, financing, operations or maintenance of the Project, and thereby:

- a) Protects the integrity and fairness of the planning, procurement, design, supply, construction/installation, financing, operations or maintenance of the Project;
- b) Avoids circumstances where a Consultant or Proposer 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 or Proposer;
- c) Provides guidance to Consultants and Proposers, or potential Consultants and Proposers, 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 Proposer team submitting a statement of qualifications and/or proposal related to the design, supply, construction/installation, financing, operations or maintenance 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 Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to the Proposer, or have a financial interest in the Proposer or an equity owner or team member of a Proposer. 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 Proposers participating in the Project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant or Proposer 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
Contracts and Specifications Section
1651 W. Jackson Street, MD 121F
Phoenix, AZ 85007-3212
Attention: Iqbal Hossain, Procurement Manager
Email: ihossain@azdot.gov**

Disclosures will also be requested of Proposers as part of any request for qualifications and request for proposals relating to the design, supply, construction/installation, operations and maintenance the Project.

A Consultant's and Proposer's Conflict of Interest disclosure obligation is ongoing. Consultants and Proposers 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 Proposer becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in the Project, the Consultant or Proposer, as applicable, shall promptly disclose the matter to ADOT as described herein.

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

3.3.2 Failure to Comply

If a Consultant or Proposer 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 Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, supply, construction/installation, financing, operations and/or maintenance of the Project, including any competitive process associated therewith;
- b) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigation measures;
- c) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, supply, construction/installation, financing, operations and/or maintenance 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 Proposer'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, supply, construction/installation, financing, operations and maintenance 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 CFR § 636.116. ADOT must also comply with certain Arizona laws and regulations, including, without limitation, A.R.S. § 38-511, which allows ADOT to cancel any contract without penalty or further obligation, within three (3) 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. Proposers' 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, requested 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 Proposer or participate as an equity owner, team member, consultant or subconsultant of or to a 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 Proposer, and in response to requests for waiver, ADOT will conduct a review. 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 Proposer, (ii) participating as an equity owner, team member, consultant or subconsultant of or to a Proposer 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, supply, construction/installation, financing, operations or maintenance 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 planning, procurement, design, supply, construction/installation, financing, operations or maintenance 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 Proposers;
- 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 Proposers 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 has been issued for the Project; and
- j) Any other factors or circumstances deemed relevant by ADOT.

3.8.4 Restrictions, Conditions and Exceptions

In order 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 Proposer team in order 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 Proposer 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 Proposer 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 Proposer 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 Proposer or participate as an equity owner, team member, consultant or subconsultant of or to a Proposer 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 Proposer team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Proposer 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, supply, construction/installation, operations or maintenance 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.

Document comparison by Workshare Compare on Wednesday, October 04, 2017
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