



**ARIZONA DEPARTMENT OF TRANSPORTATION**

**DESIGN-BUILD-OPERATE-MAINTAIN AGREEMENT**

**REQUEST FOR QUALIFICATIONS**

**For**

**I-17, Anthem Way TI  
to Jct. SR 69 (Cordes Junction)**

**ADOT Project No. 17 MA 229 H6800 01C  
Federal Project No. NHPP-017-A(228)S  
Phoenix – Cordes Junction Highway**

# Table of Contents

1.	BACKGROUND .....	3
1.1	Purpose .....	3
1.2	Acronyms and Definitions .....	3
1.3	Project Description .....	9
1.4	Project Status .....	10
1.5	Project Goals .....	11
1.6	Procuring Agency and Stakeholders .....	12
1.7	Role of ADOT .....	12
1.8	ADOT Project Funding .....	13
1.9	Developer Responsibilities .....	13
1.10	Performance and Payment .....	15
2.	PARTICULAR REQUIREMENTS AND PROJECT INFORMATION .....	15
2.1	Federal Requirements .....	15
2.2	Disadvantaged Business Enterprises .....	15
2.3	Labor Policies .....	17
2.3.1	Prevailing Wages .....	17
2.3.2	OJT Policy .....	17
2.3.3	Immigration Law Compliance .....	17
2.4	DBE/OJT Outreach and Compliance Manager .....	18
2.5	Bonds and Indemnity .....	18
2.6	Required Licenses .....	18
3.	PROCUREMENT PROCESS .....	18
3.1	Statutory Authority .....	18
3.2	Overview .....	19
3.3	Procurement Schedule .....	19
3.4	Questions and Requests for Clarifications .....	19
3.5	Addenda .....	20
3.6	Pre-Contractual Expenses and Stipend .....	20
4.	STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS .....	21
4.1	General Requirements .....	21
4.2	Format Requirements .....	21
4.3	Due Date, Time and Location .....	21
4.4	SOQ Binders, Quantities and Packaging .....	22
5.	STATEMENT OF QUALIFICATIONS - CONTENTS .....	22
5.1	SOQ Volume I – Legal Information .....	23
5.1.1	Form A – Transmittal Letter .....	23
5.1.2	Executive Summary .....	23
5.1.3	Confidential Content Index .....	23

## Table of Contents

5.1.4	Legal Qualifications .....	24
5.1.5	Legal Structure .....	26
5.1.6	Form L-1 – Respondent’s Organization Information.....	27
5.1.7	Form L-2 – Certification / Questionnaire .....	27
5.1.8	Organizational Conflicts of Interest .....	27
5.1.9	Powers of Attorney .....	27
5.2	SOQ Volume II – Financial Information.....	27
5.2.1	Surety Letters .....	28
5.2.2	Financial Statements .....	28
5.2.3	Credit Ratings .....	30
5.2.4	Material Changes in Financial Condition.....	30
5.3	SOQ Volume III – Technical and Commercial Information .....	31
5.3.1	Respondent Experience and Past Performance .....	31
5.3.2	Respondent Organization.....	34
5.3.3	Key Personnel.....	34
5.3.4	Understanding and Approach to Flex Lanes Projects under DBOM Contracting.....	39
5.3.5	Project Technical and Management Approach .....	39
5.3.6	Quality Management .....	39
5.3.7	Safety Information .....	40
5.3.8	Form PP-1 – Past Performance - Awards .....	40
6.	EVALUATION PROCESS.....	40
6.1	Responsiveness Review .....	40
6.2	Pass/Fail Evaluation .....	40
6.3	Qualitative Evaluation Factors and Weightings.....	42
6.3.1	Experience and Past Performance (40%) .....	42
6.3.2	Organization and Qualifications (30%).....	43
6.3.3	Respondent Understanding and Approach to the Project (20%) .....	44
6.3.4	Quality Management Experience (10%) .....	45
6.4	SOQ Evaluation Procedure and Shortlisting Notification .....	45
6.5	Changes in Respondent Organization and Key Personnel .....	45
6.6	RFP Procedure and Evaluation.....	46
7.	COMMUNICATION, PUBLIC INFORMATION & ORGANIZATIONAL CONFLICTS OF INTEREST .....	47
7.1	Improper Communications and Contacts .....	47
7.1.1	Communication Process.....	47
7.2	Public Records.....	48
7.3	Organizational Conflicts of Interest .....	49
7.3.1	ADOT Consultants .....	49
7.3.2	ADOT Employees Involved in Procurement .....	50
7.3.3	Participation in More than One Respondent Organization .....	50
8.	PROTEST PROCEDURES .....	51
8.1	Applicability .....	51

## Table of Contents

8.2	Deadlines for Protests.....	51
8.3	Content of Protest .....	51
8.4	Filing of Protest .....	51
8.5	Comments from Other Respondents.....	52
8.6	Burden of Proof.....	52
8.7	Decision on the Protest.....	52
8.8	Protester’s Payment of Costs.....	52
8.9	Rights and Obligations of Respondents .....	52
9.	DEBRIEFING MEETINGS.....	52
10.	ADOT RESERVED RIGHTS.....	53
<b>APPENDIX A:</b>	<b>PROJECT MAP AND DESCRIPTION; PERMITS AND APPROVALS</b>	
<b>APPENDIX B:</b>	<b>FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS</b>	
<b>APPENDIX C:</b>	<b>FORMS</b>	
<b>ATTACHMENT 1:</b>	<b>ADOT CONFLICT OF INTEREST POLICY</b>	

**ARIZONA DEPARTMENT OF TRANSPORTATION**

**PUBLIC NOTICE**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**DESIGN-BUILD-OPERATE-MAINTAIN AGREEMENT**

**FOR**

**I-17, Anthem Way TI  
to Jct. SR 69 (Cordes Junction)**

**ADOT Project No. 17 MA 229 H6800 01C  
Federal Project No. NHPP-017-A(228)S  
Phoenix – Cordes Junction Highway**

The Arizona Department of Transportation (“**ADOT**”) invites Statements of Qualifications (“**SOQs**”) from entities (“**Respondents**”) wishing to submit proposals to design, build, operate and maintain the I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction) (the “**Project**”) through a contract for design-build-operate-maintain (“**DBOM**”) services (“**Contract**”). ADOT is issuing this Request for Qualifications (“**RFQ**”) pursuant to its authority 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 to carry out the Project. The shortlist will consist of the Respondents determined by ADOT to be the most qualified to perform the DBOM services for the Project based on the SOQs provided in response to this RFQ.

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

Licensing information is available from:

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

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

All format requirements, submittal guidelines, instructions, and documentation submittal requirements contained in this RFQ package are for the Project and Project Number referenced. Submittals failing to follow the format, submittal guidelines, or any other instructions set forth in this RFQ may be rejected. Furthermore, without limiting [Section 10](#), ADOT reserves the right to reject any and all submittals and cancel the advertisement, procurement, or negotiation of the Contract at any time ADOT deems to be in the best interest of the State.

**SOQs must be submitted to ADOT no later than 2:00 pm (Arizona Time) on December 23, 2019.** SOQs must comply with the formatting and page limitations in [Appendix B](#) of this RFQ.

SOQs delivered in person, courier or by mail using the U.S. Postal Service shall be submitted to the address set forth in [Section 4.3](#) of this RFQ.

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

This RFQ sets forth further details regarding submission of SOQs.

All Respondents can obtain the full content of this RFQ, RFQ Forms, Attachments, Appendices, and all Addenda at the Website referred to in [Section 3.4](#).

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 Respondent's SOQ.

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

Respondents 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 C.F.R. Part 26. For federal-aid contracts, projects are subject to USDOT Disadvantaged Business Enterprise Design-Build provisions of 49 C.F.R. Part 26 and subsequent publication of the Federal Register dated June 16, 2003 (Volume 68, Number 115). Respondents shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in this Project.

Respondents shall comply with all applicable State Executive Orders, including without limitation, State Executive Order No. 2009-9 and all other applicable laws concerning non-discrimination, including without limitation, the Americans with Disabilities Act. Respondents shall comply with all federal Executive Orders,

including without limitation, EO 11246 and all subsequent amendments thereto.

## 1. BACKGROUND

### 1.1 Purpose

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

### 1.2 Acronyms and Definitions

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

ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
A.R.S.	Arizona Revised Statutes
ASLD	Arizona State Land Department
ATC	Alternative Technical Concept
AZPDES	Arizona’s Pollutant Discharge Elimination System
AZ UTRACS	Arizona’s Unified Transportation Registration and Certification System
BLM	Bureau of Land Management
CE	Categorical Exclusion
C.F.R.	Code of Federal Regulations
CWA	Clean Water Act
CYMPO	Central Yavapai Metropolitan Planning Organization
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DBFOM	Design-Build-Finance-Operate-Maintain
DBM	Design-Build-Maintain
DBOM	Design-Build-Operate-Maintain
DCR	I-17, Anthem Way to Junction SR 69 Final Design Concept Report (2019)
EEO	Equal Employment Opportunity
EMR	Experience Modification Rate
EO	Executive Order
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
ITS	Intelligent Transportation System
MAG	Maricopa Association of Governments
MOT	Maintenance of Traffic
MP	Milepost
NEPA	National Environmental Policy Act
NESHAP	National Emissions Standards for Hazardous Air Pollutants

P3	Public-Private Partnership
OJT	On the Job Training
OSHA	Occupational Safety and Health Administration
RARF	Regional Area Road Fund
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
RIDs	Reference Information Documents
ROW	Right-of-Way
SBC	Small Business Concern
SOQ	Statement of Qualifications
TCE	Temporary Construction Easement
TI	Traffic Interchange
TMP	Transportation Management Plan
U.S.	United States
USACE	United States Army Corps of Engineers
USB	Universal Serial Bus
U.S.C.	Code of Laws of the United States of America
US GAAP	U.S. Generally Accepted Accounting Principles
USDOT	United States Department of Transportation

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

Term	Definition
<b>Addenda/Addendum</b>	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the advertisement date of the RFQ.
<b>ADOT Procurement Manager</b>	The individual identified in <u>Section 3.4</u> .
<b>ADOT Project Manager</b>	The individual identified in <u>Section 7.1.1(b)</u> .
<b>Affiliate</b>	With respect to an entity referenced in this RFQ (a “ <b>Respondent Entity</b> ”): <ul style="list-style-type: none"> <li>(a) any member, partner, or joint venture member of such Respondent Entity;</li> <li>(b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Respondent Entity or any of its members, partners or joint venture members; and</li> <li>(c) any other entity of which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Respondent Entity or (ii) any entity as defined in clause (b) of this definition.</li> </ul>

<b>Term</b>	<b>Definition</b>
<b>Alternative Technical Concept</b>	A concept contained in a Proposal that deviates from the technical provisions in the RFP, represents an innovative design or construction approach to the Project, provides equal or better quality and performance, and is approved by ADOT in its sole discretion.
<b>Best Value</b>	Evaluation and selection of Proposals based on consideration of technical and other key factors in addition to price.
<b>Construction Manager</b>	An individual that is responsible for the construction of the Project and satisfies the qualification requirements for the Construction Manager set forth in <u>Section 5.3.3</u> .
<b>Contract</b>	The final, executed agreement between ADOT and the Developer setting forth the obligations of the parties with respect to the Project, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
<b>DBE/OJT Outreach and Compliance Manager</b>	An individual that is responsible for ensuring that DBE/OJT goals for the Project are met and satisfies the qualification requirements for the DBE/OJT Outreach and Compliance Manager set forth in <u>Section 5.3.3</u> .
<b>Design Manager</b>	An individual that is responsible for the design of the Project and satisfies the qualification requirements for the Design Manager set forth in <u>Section 5.3.3</u> .
<b>Developer</b>	The entity that is formed by the Proposer selected pursuant to the RFP to enter into the Contract with ADOT to design, construct, operate and maintain the Project.
<b>Disadvantaged Business Enterprise</b>	A for-profit small business concern as defined in 49 C.F.R. Part 26.
<b>Equal Employment Opportunity</b>	Federal law codified under Title VI of the Civil Rights Act of 1964, as amended.
<b>Equity Member</b>	An entity that is, or is intended to be: <ul style="list-style-type: none"> <li>(a) a member of the joint venture, if the Respondent is a joint venture;</li> <li>(b) an equity owner of the Respondent, if the Respondent is organized as a business entity other than a corporation; or</li> <li>(c) the Respondent, if the Respondent is a corporation.</li> </ul>
<b>Final Acceptance</b>	Written confirmation by ADOT that: <ul style="list-style-type: none"> <li>(a) the Project's design and construction work has been completed in accordance with the Contract, with the exception of unknown latent defects and other obligations that may extend beyond Final Acceptance, and has been accepted; and</li> <li>(b) all other conditions precedent set forth in the Contract have been satisfied.</li> </ul>

<b>Term</b>	<b>Definition</b>
<b>Flex Lanes</b>	Freeway lanes that connect to main lanes in both directions of travel and have gates at each end that can be opened or closed to allow traffic to operate in either direction. These are often also called “reversible lanes”.
<b>Freeway Management System</b>	An integrated and coordinated system and proactive management to improve the safety, efficiency and reliability of travel on freeways or other limited access highways. Freeway Management Systems include (a) overall operations and traffic management through the application of technologies and actions to mitigate potential impacts from the intensity, timing and location of travel and to enhance mobility, (b) flexible operating strategies and active management of particular lanes in response to changing traffic conditions (i.e., managed lanes), and (c) operation and maintenance of Flex Lanes.
<b>Guarantor</b>	An entity identified as an intended guarantor of Developer’s Contract obligations and liabilities.
<b>Key Personnel</b>	Individuals identified in the Respondent’s SOQ to fill the positions specified in <u>Section 5.3.3</u> of the RFQ.
<b>Lead Contractor</b>	The member of the Proposer, whether a single entity or joint venture, responsible for the construction of the Project.
<b>Lead Engineering Firm</b>	The member of the Developer or a subcontractor of Developer, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be the Developer’s engineering firm of record with responsibility for design work under the Contract.
<b>Lead Maintenance Firm</b>	The member of the Developer or a subcontractor of the Developer, responsible for the maintenance of the portions of the Project for which the Developer is assigned maintenance responsibility under the Contract.
<b>Lead O&amp;M Firm</b>	The member of the Developer or a subcontractor of the Developer, responsible for the operations and maintenance of the portions of the Project for which the Developer is assigned operations and maintenance responsibility under the Contract. To the extent the Developer contracts with two separate firms for the operations and maintenance components, respectively, of the Project that have been assigned to the Developer, references to Lead O&M Firm in this RFQ shall be construed to mean Lead Maintenance Firm or the Lead Operations Firm, or both, as applicable, depending on the context.
<b>Lead Operations Firm</b>	The member of the Developer or a subcontractor of the Developer, responsible for the operations of the Project’s Flex Lanes and any other portions of the Project for which the Developer is assigned operational responsibility under the Contract.

<b>Term</b>	<b>Definition</b>
<b>Maintenance of Traffic Manager</b>	An individual that is responsible for the MOT functions of the Project and satisfies the qualification requirements for the Maintenance of Traffic Manager set forth in <u>Section 5.3.3</u> .
<b>Major Non-Equity Member</b>	Any of the following entities, if such entities are not Equity Members: <ul style="list-style-type: none"> <li>(a) the Lead Engineering Firm (if a consortium, partnership or any other form of a joint venture, all such members);</li> <li>(b) the Lead Contractor (if a consortium, partnership or any other form of a joint venture, all such members);</li> <li>(c) the Lead O&amp;M Firm (if a consortium, partnership or any other form of a joint venture, all such members);</li> <li>(d) any firm, other than the Lead Contractor, that will be responsible for 20% or more of the construction work on the Project; and</li> <li>(e) any firm, other than the Lead O&amp;M Firm, that will be responsible for 50% or more of the operations and maintenance work on the Project.</li> </ul>
<b>Master Agreement</b>	An agreement containing the terms and conditions for Developer's work that affects utilities, and with which Developer will have to comply when performing work on utilities.
<b>Official Representative</b>	The duly authorized official of the Equity Member or Major Non-Equity Member with authority to speak for and bind the entity.
<b>Onsite</b>	At the Project work site during either the design and/or construction work activities.
<b>Project</b>	The design, construction, operations and maintenance of certain capital improvements to an existing section of Interstate 17 running from the northern Phoenix area to the Sunset Point Rest Area from MP 229 (otherwise known as the Anthem Way TI) to MP 252 near the Sunset Point Rest Area.
<b>Project Manager</b>	An individual that is responsible for the overall management of the Project and satisfies the qualification requirements for the Project Manager set forth in <u>Section 5.3.3</u> .
<b>Proposal</b>	The proposal to undertake the Project submitted by a Proposer in response to the RFP, including any revisions thereto made in accordance with the terms of the RFP.
<b>Proposer</b>	A shortlisted Respondent submitting a Proposal to undertake the Project in response to the RFP.
<b>Public Records Act</b>	A.R.S. Title 39.
<b>Public Relations Manager</b>	An individual that is responsible for public communications related to the Project and satisfies the qualification requirements for the Public Relations Manager set forth in <u>Section 5.3.3</u> .

<b>Term</b>	<b>Definition</b>
<b>Quality Assurance</b>	All systematic monitoring and evaluation of various aspects of the Project to ensure that standards of quality are met, all Work complies with the Contract, and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform for the purpose intended.
<b>Quality Control</b>	The total of all activities that are performed by the Developer, designer, subcontractors, producers, or manufacturers to ensure that Work or a product incorporated into the Work meets Contract requirements
<b>Quality Manager</b>	An individual that is responsible for the QA and QC of the Project and satisfies the qualification requirements for the Quality Manager set forth in <u>Section 5.3.3</u> .
<b>Reference Information Documents</b>	Documents containing information relevant to the Project, made available to Respondents and Proposers without representation or warranty of ADOT as to accuracy or completeness.
<b>Request for Proposals</b>	A written solicitation issued by ADOT to seek Proposals and to identify the Proposer offering the Best Value to ADOT. The RFP will be issued only to the shortlisted Respondents. The shortlist will be determined based on the criteria in this RFQ.
<b>Respondent</b>	An entity submitting an SOQ in response to this RFQ.
<b>Safety Manager</b>	An individual that is responsible for the overall safety and TMP of the Project and satisfies the qualification requirements for the Safety Manager set forth in <u>Section 5.3.3</u> .
<b>SOQ Due Date</b>	The deadline to submit the SOQs set forth in <u>Section 3.3</u> ; as such date may be revised by Addendum.
<b>State</b>	The State of Arizona.
<b>Statement of Qualifications</b>	The information prepared and submitted by a Respondent in response to this RFQ.
<b>Stipend Agreement</b>	An agreement in which ADOT pays a responsive Proposer that meets specified conditions a specified sum for submitting its Proposal in exchange for the ownership and right to use concepts, materials and intellectual property contained in the Proposal without further compensation or restriction. The amount of the stipend and other conditions will be specified in the RFP.
<b>Tangible Net Worth</b>	The difference between the (i) the sum of paid-in capital stock plus preferred stock plus retained earnings, less (ii) the sum of treasury stock plus minority interest plus intangible assets, including goodwill, patents, and licenses, all determined in accordance with US GAAP and as interpreted by the Securities and Exchange Commission in connection with financial statements filed pursuant to the Securities Exchange Act of 1934.

Term	Definition
<b>Transmittal Letter</b>	A letter to be submitted by the Respondent in the form of <u>Appendix C</u> , Form A.
<b>Website</b>	The website for the Project's procurement, which can be accessed by registering in accordance with <u>Section 3.4</u> .
<b>Work</b>	The furnishing of labor, materials, supplies, equipment, services, and other incidentals necessary to, or convenient for, the successful completion of the design-build-operate-maintain services for the Project and the carrying out of the duties and obligations imposed by the Contract.

### 1.3 Project Description

Traffic demand on weekends and holidays is causing the I-17 corridor to become increasingly congested creating long delays for drivers. These delays are worsened when there is an incident on the roadway due to the lack of alternative routes. This problem is expected to increase in coming years as traffic on I-17 grows with the population of the Phoenix Metropolitan Area. ADOT, consistent with its mission and goals for this Project, is planning to implement expansion improvements to the I-17 corridor that are necessary to increase capacity and safety of this corridor.

The proposed I-17 improvements, described in Appendix A, will serve the growing number of people in the Phoenix area that use I-17 to get to northern Arizona for weekend trips. The purpose of the Project is to improve travel time reliability and address congestion on I-17 on weekends and holidays when traffic volumes are at their peak.

Improvements to this segment of I-17 have been planned over the past 10 years and the findings of such plan are set forth in the DCR, which is available on the Website.

In the DCR, no-build and short and long-term alternatives for the improvements in the study area were evaluated. The no-build alternative was evaluated to provide the baseline comparison for the build alternatives. The short-term alternative was ultimately selected based on such evaluation and consists of the following:

- Adding lanes to achieve three general purpose lanes in each direction from the Anthem Way TI to the Black Canyon City TI;
- Adding two Flex Lanes parallel to the southbound lanes from the Black Canyon City TI to the Sunset Point Rest Area;
- Improving TI bridges, drainage, traffic, and roadways due to proposed widening;
- Relocating or protecting utilities in the corridor;
- Adding ITS technology to improve traffic flow and the operation of the Flex Lanes; and
- Improving signage.

As noted in the DCR, there are two concurrent bridge projects within the Project limits: 1) the replacement of the southbound Moores Gulch Bridge (H845401C); and 2) the rehabilitation of the northbound Bumble Bee TI overpass (F008601C). These bridge projects will be incorporated into the Project.

The Project will include design and construction of the above improvements plus operation and maintenance of the Flex Lanes and maintenance of slopes and embankments affected by the Flex Lanes

construction, for a period of five or ten years. ADOT will provide the precise scope and duration of operations and maintenance in the RFP.

ADOT anticipates execution of the Contract with the selected Developer prior to the end of calendar year 2020, with design and construction to start thereafter based on the schedule to be developed by the Developer pursuant to the terms of the Contract. Once construction begins, traffic must be controlled to minimize impacts on motorists, pedestrians, and construction personnel, as necessary.

#### **1.4 Project Status**

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

ADOT has provided on the Website Reference Information Documents containing background information on the Project. ADOT may continue to supplement the Reference Information Documents subsequent to the official publication of this RFQ or the RFP. The Reference Information Documents are provided without representation or warranty from ADOT as to accuracy or completeness of the information, and may not be relied upon. The Reference Information Documents will not be part of the Contract, except where, if at all, expressly stated in the Contract.

#### **Environmental**

By issuing the approval of a Categorical Exclusion (“CE”) on August 6, 2019, the State has determined that this project has no significant impact(s) on the environment and that there are no unusual circumstances as described in 23 C.F.R. 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under NEPA. The action complies with NEPA requirements relating to connected actions and segmentation (23 C.F.R. 771.111(f)). The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by ADOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated April 16, 2019 and executed by FHWA and ADOT. The CE establishes certain commitments regarding mitigation that will be set forth in the RFP.

ADOT is preparing individual CEs for the Moores Gulch Bridge Project (H845401C) and Bumble Bee TI OP NB Project (F008601C). ADOT anticipates that it will complete these clearances in early 2020. Once the CEs are completed, ADOT will include them and any supporting documents in the RIDs.

#### **Survey and Mapping**

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

#### **Geotechnical**

A Preliminary Geotechnical and Foundation Investigation Report was completed on April 29, 2019, and is available in the RIDs. If ADOT elects to collect additional soil boring information for the Project, this information will be included in the RIDs.

## **Utilities**

The DCR identifies utilities located in the Project limits. Only one conflict is identified: an APS pole on the west side of I-17 between station 2065+00 and 2165+00. If ADOT elects to perform potholes, ADOT will include the information from this investigation, along with other information collected, in the RIDs. Following the release of the RFP, ADOT may allow the shortlisted Respondents to perform additional investigations of utilities on such terms as will be provided in the RFP.

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

## **Right-of-Way**

The entirety of the Project limits are within lands managed by the Bureau of Land Management (“BLM”) and Arizona State Land Department (“ASLD”). The DCR identifies the need for 4.5 acres of new ROW and 2.9 acres of new drainage easements. ADOT intends to complete the land appropriations process with BLM and ASLD for the ROW and easements identified in the DCR prior to construction. Acquisitions also may be completed for temporary construction easements (“TCEs”).

If Developer requires any additional land from BLM or ASLD, whether for new ROW, drainage easements or TCEs, it will be responsible for (a) preparing a complete package of documentation, including maps, legal descriptions, plans and environmental analyses, necessary to support a modified land appropriations request to BLM or a new acquisition of ASLD land, and (b) paying compensation for ASLD land acquisition. ADOT will make application to and interface with the BLM and ASLD for such acquisitions. There is no cost for BLM land.

## **Permits and Approvals**

Developer will be responsible for obtaining required governmental and utility permits and approvals necessary for the design and construction of the Project. The Project will require several environmental, utility and agency permits and approvals. A table summarizing the anticipated required permits and approvals and their associated status is provided in [Appendix A](#). The table is not exhaustive, and Developer may be required to obtain additional permits and approvals.

### **1.5 Project Goals**

The Project will be procured and developed consistent with ADOT’s mission and project goals. ADOT’s mission is: “Connecting Arizona. Everyone. Every Day. Everywhere.”

ADOT’s project goals are:

- Improve roadway capacity between Phoenix and Flagstaff to meet future demands;
- Lessen congestion and improve level of service on I-17;
- Provide road flexibility to manage incidents;

- Facilitate safety improvements; and
- Protect the environment.

## **1.6 Procuring Agency and Stakeholders**

The Project will be procured and administered by ADOT, which possesses all decision-making authority with respect to the Project. Key project stakeholders are FHWA and the Maricopa Association of Governments.

## **1.7 Role of ADOT**

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

- (a) Analysis, documentation, consultation, and other related regulatory actions under NEPA to be carried out pursuant to 23 U.S.C. 327 Memorandum of Understanding;
- (b) Preparation of the RFQ and the RFP, evaluation of SOQs and Proposals, determination of shortlisted Proposers, and selection of the Developer;
- (c) Contract procurement and negotiation;
- (d) Performance of preliminary surveying work, including aerial mapping and photogrammetry;
- (e) Performance of preliminary geotechnical investigations;
- (f) Providing certain information and data, including a schematic design and Reference Information Documents;
- (g) Acquisition of ROW and permanent easements to be identified in the RFP;
- (h) Conferring with utilities in advance of the Project, which includes, where possible, development of Master Agreements and memoranda of understanding pertaining to utility relocations, protection, and other Work that affects utilities;
- (i) Contract administration and compliance oversight;
- (j) Review and approval of the TMP in accordance with 23 C.F.R. 630.1012(b);
- (k) Certifying Substantial Completion and Final Acceptance of the Project facility;
- (l) Paying for Work performed;
- (m) Oversight of the Developer's QA and QC program including any related owner verification tests;
- (n) Incident response, including clearing travel lanes for safe operations;

- (o) Litter and debris removal, including from the Project's Flex Lanes;
- (p) Safety clearance of the Project's Flex Lanes for authorization to Developer to reverse Flex Lanes traffic direction;
- (q) Oversight of operations and maintenance to be performed by the Developer;
- (r) Coordination and provision of public information with third-party stakeholders and media relations/communications;
- (s) Oversight and approval for relations with media, the public and public officials; and
- (t) Other such roles and responsibilities relating to administering the Project at ADOT's sole discretion.

ADOT may use its consultants in fulfilling the responsibilities stated in this Section 1.7.

### **1.8 ADOT Project Funding**

ADOT has programmed a total of \$336.3 million for the Project. Any additional funding needed for the Project must be programmed and approved by the State Transportation Board in the Five-Year Transportation Facilities Construction Program.

Operations and maintenance costs after substantial completion of the Project will be funded from the annually appropriated Maintenance Special Line Item of ADOT's operating budget and other legally available sources for this purpose.

### **1.9 Developer Responsibilities**

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

- (a) Design and construction of all Project components;
- (b) Management of design and construction of the Project;
- (c) Certain Project-related public involvement activities;
- (d) Public information for traffic alerts and construction status;
- (e) Coordination with Project stakeholders, other contractors, and utility owners;
- (f) Design quality and related QA and QC program;
- (g) Construction quality and related QA and QC program;
- (h) Environmental mitigation, as outlined in the approved project scope;
- (i) Obtaining environmental permits, other necessary governmental approvals, and

utility permits and approvals, except for the analysis and documentation under NEPA that are ADOT's responsibility as indicated in Section 1.7;

- (j) Additional environmental investigations, monitoring, and investigation associated with or resulting from the Developer's activities;
- (k) Coordination with ADOT on environmental planning based on the outcome of the actions taken under (i) and (j) of this Section 1.9;
- (l) Preparation and implementation of the TMP, maintenance and protection of traffic, including both temporary and permanent access to properties;
- (m) Project safety and security;
- (n) Preliminary and final engineering, such as surveys and geotechnical investigations;
- (o) ITS design and integration;
- (p) Preparation of any permitted design exceptions;
- (q) Management and remediation of harmful and hazardous materials;
- (r) Drainage and erosion control;
- (s) Construction waste disposal and handling;
- (t) Required clearances, licenses, construction easements, and permits for Work, Work sites, storage areas, etc., both Onsite and off-site;
- (u) Ancillary works, such as temporary fencing, relocation of drainage, Work sites, and temporary works;
- (v) Material location, acquisition, permits, and transportation;
- (w) Obtaining and maintaining TCEs;
- (x) Utility coordination and relocation, and protection of existing utilities;
- (y) Compliance with Master Agreements;
- (z) Obtaining and complying with agreements with utility owners;
- (aa) Site clearance;
- (bb) Obtaining and maintaining insurance coverage as specified in the Contract;
- (cc) Operation and maintenance of the Project's Flex Lanes gates, barriers and control system, and the ITS serving the Project's Flex Lanes;

- (dd) Maintenance of slopes and embankments affected by the Project's Flex Lanes construction;
- (ee) Providing data and information for the purpose of ADOT's INFRA grant reporting to the USDOT; and
- (ff) Other responsibilities and obligations as may be specified in the RFP and the Contract.

### **1.10 Performance and Payment**

Performance criteria and technical requirements will be set forth in the RFP. Payments for design and construction will be made monthly based on completion of progress milestones. Payments for operations and maintenance will be made on a periodic basis subject to achievement of contractual performance measures. Detailed terms relating to payments will be set forth in the RFP and the Contract.

## **2. PARTICULAR REQUIREMENTS AND PROJECT INFORMATION**

### **2.1 Federal Requirements**

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

### **2.2 Disadvantaged Business Enterprises**

ADOT has established a Disadvantaged Business Enterprise Program in accordance with the regulations of USDOT, 49 C.F.R. Part 26. ADOT anticipates receiving federal financial assistance from USDOT for the Project, and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 C.F.R. Part 26.

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

- (a) Ensure nondiscrimination in the award and administration of federally-funded contracts;
- (b) Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- (c) Ensure that the DBE program is narrowly tailored in accordance with applicable law;

- (d) Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are counted as DBEs;
- (e) Help remove barriers to the participation of DBEs in federally-funded contracts;
- (f) Assist in the development of firms that can compete successfully in the marketplace; and
- (g) Promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

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

ADOT has established an overall annual goal for DBE participation on federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the design-builder and operations and maintenance service provider use a percentage of DBEs to meet a contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

Accordingly, ADOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the regulations thereunder, hereby notifies Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to become engaged and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Project DBE goals will be set by ADOT in the RFP for (1) professional services and (2) construction.

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

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

While the SBC component of the DBE Program does not require specific utilization goals on projects, ADOT strongly encourages Proposers to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement.

Required DBE outreach efforts and utilization and SBC utilization on the Project must be tracked and reported to ADOT on a monthly basis.

Visit AZ UTRACS at <https://utracs.azdot.gov> to search for certified DBEs and registered SBCs that can be used on the Project.

## **2.3 Labor Policies**

### **2.3.1 Prevailing Wages**

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

### **2.3.2 OJT Policy**

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

By submitting an SOQ, Respondents acknowledge such requirements and commit to comply fully with the OJT Program provisions and federal OJT trainee participation goal.

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

Shortlisted Respondents will be required to submit an OJT plan in response to the RFP outlining how they plan to meet the project’s OJT goals within the ranges. The plan must include how the Proposer plans to recruit, manage and provide oversight and monitoring, and track and report trainee progress and completion to ADOT for the Project. The efficacy and quality of each Proposer’s OJT plan will be evaluated in the RFP process.

### **2.3.3 Immigration Law Compliance**

The selected Developer will warrant compliance with all federal immigration laws and regulations related to employees, as well as compliance with all applicable state laws and regulations including A.R.S. § 41-4401 and A.R.S. § 23-214(A).

## **2.4 DBE/OJT Outreach and Compliance Manager**

ADOT will require that each shortlisted Respondent include a DBE/OJT Outreach and Compliance Manager to manage the implementation of the DBE plan, OJT plan, the Respondent's good faith efforts to meet the DBE and OJT goals, and external Equal Employment Opportunity requirements of the Contract.

## **2.5 Bonds and Indemnity**

Once selected, the Developer will be required to furnish payment and performance bonds upon execution of the Contract or at such other time as ADOT designates in the Contract, each in the amount of \$150 million. In accordance with Section 5.2.1, Respondents will be required to demonstrate, in their SOQs, capacity to obtain the required bonds.

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

## **2.6 Required Licenses**

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

# **3. PROCUREMENT PROCESS**

## **3.1 Statutory Authority**

ADOT is issuing the RFQ in accordance with the provisions of A.R.S. Title 28, Chapter 22, Article 1 (A.R.S. §§ 28-7701 through §§ 28-7710) and other laws applicable to the Project.

ADOT's Office of P3 Initiatives has drafted P3 Program Guidelines<sup>1</sup> 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.

---

<sup>1</sup> <http://www.azdot.gov/docs/default-source/business/p3-program-guidelines.pdf>

### 3.2 Overview

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

The second step of this procurement will entail ADOT inviting shortlisted Respondents to submit Proposals and selecting one of the shortlisted Respondents 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 Contract with ADOT with respect to the Project. The Contract will set forth the terms of Developer's compensation, which are currently anticipated to consist of a lump-sum fixed price for design and construction, payable monthly in accordance with a schedule of values for completed items or work, and after substantial completion, regular payments for operations and maintenance services, all in accordance with the price proposal from the successful Proposer.

### 3.3 Procurement Schedule

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

Issue RFQ	October 29, 2019
Final date for receipt of Respondents' RFQ questions	November 25, 2019
SOQ Due Date	December 23, 2019
Shortlisting notification	January 30, 2020
Issue draft RFP to shortlisted Respondents	February 2020
One-on-one meetings with shortlisted Respondents	March 2020
Issue final RFP* (see note below)	May 2020
Issue final RFP Addendum	August 2020
Proposal due date	September 2020
Announce preferred Proposer	October 2020
Contract execution	December 2020

\*Additional one-on-one meetings will take place after issuance of the final RFP and prior to the issuance of the final RFP Addendum.

### 3.4 Questions and Requests for Clarifications

Respondents may submit comments, questions, and requests for clarification of the RFQ. Additionally, Respondents must advise ADOT of any inconsistencies, ambiguities, or problems with the RFQ. All comments, questions, notifications of issues, and requests for clarification 1) must be submitted to the ADOT Procurement Manager set forth below, 2) must be submitted on Form RFQ-C, 3) must be submitted via e-mail or letter and 4) must be received by the deadline listed in Section 3.3 for receipt of Respondents' RFQ questions:

**ARIZONA DEPARTMENT OF TRANSPORTATION**  
**1309 N. 22<sup>nd</sup> Ave.**  
**Phoenix, AZ 85009**  
**Attention: Jedidiah Young, Procurement Manager**  
**E-mail: [i-17flexlanesp3@azdot.gov](mailto:i-17flexlanesp3@azdot.gov)**

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

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

ADOT has created the Website for purposes of communicating with Respondents. ADOT will post all responses to comments, questions, and requests for clarifications on the Website. To register for access to the Website and to receive notifications, please send an e-mail to [i-17flexlanesp3@azdot.gov](mailto:i-17flexlanesp3@azdot.gov). The email must set forth the names, company and contact information for two individuals, one designated as Respondent's primary contact and the other its secondary contact.

### **3.5 Addenda**

ADOT reserves the right to revise this RFQ by issuing Addenda prior to the SOQ Due Date. ADOT will post Addenda on the Website and provide notification by e-mail to those potential Respondents that have registered to receive notifications pursuant to Section 3.4. ADOT may extend the SOQ Due Date to enable Respondents to take an Addendum into account in its SOQ.

Respondents must monitor the Website for information concerning this procurement. Respondents responding to this RFQ must acknowledge in the Transmittal Letter that they had access to and reviewed all materials posted on the Website. Failure by a Respondent to acknowledge, using Form A, that they have reviewed all materials and Addenda may result in the disqualification of the Respondent's SOQ.

Respondents must acknowledge receipt of Addenda in the Transmittal Letter submitted with an SOQ.

### **3.6 Pre-Contractual Expenses and Stipend**

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

ADOT intends to offer a stipend to each unsuccessful shortlisted Respondent that submits a timely, responsive Proposal that meets the requirements of the RFP, including an executed Stipend Agreement. Any such stipend payment will be in exchange for ADOT's sole ownership of all Proposal work product, including but not limited to any ideas or ATCs contained therein. The amount of the stipend payment will

be based on the value of such work product as determined by ADOT in ADOT's sole discretion.

ADOT also intends to offer a partial stipend if ADOT elects to cancel the procurement prior to the due date for Proposals. The partial stipend would be available to each shortlisted Respondent that has not withdrawn prior to ADOT's notice of cancellation. The amount of a partial stipend payment may vary depending on the point in time that ADOT cancels.

Additional details regarding the stipend, payment eligibility requirements, and payment terms and conditions will be set forth in the RFP. Shortlisted Respondents may elect to retain all rights in the concepts submitted in their Proposals, including ATCs, by foregoing entering into the Stipend Agreement.

#### **4. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS**

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

##### **4.1 General Requirements**

Appendix C contains the required forms that Respondents must submit with the SOQ. Any material modification to the forms by a Respondent may result in the SOQ being deemed non-responsive and ineligible for consideration. If a Respondent submits information in its SOQ that it believes to be protected under the 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, then the Respondent shall mark such information as provided in Section 7.2.

##### **4.2 Format Requirements**

SOQs shall adhere to the format requirements regarding organization, number of copies, pages and binders, page format, and other general format requirements set forth in Section 4.4 and Appendix B of this RFQ. ADOT shall have no obligation to review any information or materials beyond such limitations or requirements.

##### **4.3 Due Date, Time and Location**

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

**ARIZONA DEPARTMENT OF TRANSPORTATION**  
**1309 N. 22<sup>nd</sup> Ave.**  
**Phoenix, AZ 85009**  
**Attention: Jedidiah Young, Procurement Manager**  
**E-mail: [i-17flexlanesp3@azdot.gov](mailto:i-17flexlanesp3@azdot.gov)**

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

#### 4.4 SOQ Binders, Quantities and Packaging

Each SOQ shall be separated into loose-leaf three-ring binders, with one binder for each original and each copy of Volumes I, II, and III, respectively, as described in Section 5.

Each Respondent must provide ADOT with:

- For Volumes I and III of the SOQ, one original and seven identical hard copies (for a total of eight), plus one identical digital copy in a read-only, searchable PDF format on a USB thumb drive. The original of Volumes I and III and each copy must be identified on the front cover and spine of its binder as “Volume I – Legal Information” or “Volume III – Technical and Commercial Information”, as applicable. The original of Volumes I and III and each copy also must be identified on the front cover of its binder, in the upper right-hand corner, and on the spine of its binder as “Original” or “Copy [#] of 7 Copies,” as applicable; and
- For Volume II of the SOQ, one original and two identical hard copies (for a total of three), plus one identical digital copy in a read-only, searchable PDF format on a USB thumb drive. The original of Volume II and each copy must be identified on the front cover and spine of its binder as “Volume II – Financial Information.” The original of Volume II and each copy also must be identified on the front cover of its binder, in the upper right-hand corner, and on the spine of its binder as “Original” or “Copy [#] of 2 copies.”

Additional organization and formatting requirements for the SOQ submittal can be found in Appendix B of this RFQ.

All sets of the SOQ must be packed together in one or more sealed packages or container. The outside of each sealed package or container must be clearly identified, labeled, and addressed as follows:

- (a) **RESPONSE TO THE REQUEST FOR QUALIFICATIONS  
I-17, ANTHEM WAY TI TO JCT. SR 69 (CORDES JUNCTION)  
ADOT Project No. 17 MA 229 H6800 01C  
Federal Project No. NHPP-017-A(228)S**
- (b) Return address: Respondent’s name, contact person’s name, mailing address;  
and
- (c) Date of submittal.

#### 5. STATEMENT OF QUALIFICATIONS - CONTENTS

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

discovers information that should have been disclosed, as well as certain rights to terminate the Contract if not discovered until after Contract award.

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

## **5.1 SOQ Volume I – Legal Information**

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

Volume I of the SOQ shall contain the following:

### **5.1.1 Form A – Transmittal Letter**

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

### **5.1.2 Executive Summary**

The SOQ shall contain an executive summary (“**Executive Summary**”). The Executive Summary shall 1) not exceed the page limit set forth in Appendix B, 2) be written in a non-technical style, and 3) contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent’s SOQ and Respondent’s ability to satisfy the legal, financial, and technical requirements of the Project. Note that while the Executive Summary is included in Volume I, the Executive Summary shall describe information sought by Volumes I, II, and III.

### **5.1.3 Confidential Content Index**

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

The list required under this Section 5.1.3 is intended to provide input to ADOT as to the confidential nature of a Respondent’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 A.R.S. § 28-7707, 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 Respondent deems confidential, trade secret or proprietary information protected by the Public Records Act or A.R.S. § 28-7707, the Transmittal Letter must state as such.

#### **5.1.4 Legal Qualifications**

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

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. If the failure to respond in full to this section is not discovered until after Contract award, ADOT may require the Developer to replace the relevant entity or person with a comparable substitute and may take such other action as deemed necessary, up to and including termination of the Contract.

##### **(a) Legal Issues**

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

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

##### **(b) Legal Liabilities**

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

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

Personnel; or

4. had its contract terminated for cause or alleged cause.

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

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

(c) Legal Proceedings

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

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

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

(d) Disciplinary Actions

Provide a list and description of all disciplinary actions taken by any governmental regulatory body or professional standards organization against the Respondent, any Equity Member, Major Non-Equity Member, any Affiliate of the foregoing, or any proposed Key Personnel during the last five years (measured from the date on which such action concluded, including the completion or termination of any suspension or probationary period, to the SOQ Due Date). Identify the project or projects related to the disciplinary action and a representative with a current phone and e-mail address for the governmental regulatory body or professional standards organization with knowledge of the disciplinary action.

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

### **5.1.5 Legal Structure**

#### **(a) Respondent**

The Respondent must identify its legal name on Form L-1. If the name is a “doing business as,” identify all underlying names, including the official name under which the entity is registered as a business organization. Identify an authorized representative (a natural person) and include the following information: name, title, address, telephone number, fax number and e-mail address. Identify the legal name and organization of Respondent and the state of its organization. If Respondent is a consortium, partnership or any form of a joint venture, include in the SOQ a copy of the agreement between the constituent entities for purposes of pursuing the Project. If such an agreement has not yet been finalized and fully executed, include in the SOQ a summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting a Proposal, and the anticipated execution date. Executed agreements or summaries of a contemplated agreement’s key terms shall be attached to Form L-1. Pursuant to A.R.S. § 28-7705 (G), if the Developer is a foreign private entity, as defined therein, then at the time of Contract award it will be required to provide evidence to ADOT and the State Transportation Board that it is in compliance with the requirements of A.R.S. Title 10, Chapter 38.

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

Once shortlisted, Respondents may be required to submit with their respective Proposals a guaranty from a creditworthy parent organization on a form provided by ADOT. Additional details concerning the requirements for a guaranty are discussed at Section 5.2.2(f) and will be specified further in the RFP.

#### **(b) Equity Members**

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

#### **(c) Major Non-Equity Members and Other Members**

Identify on Form L-1 all Major Non-Equity Members, and at Respondent’s option, any other members that Respondent wishes to identify in its SOQ. For each Major Non-Equity Member and other member of Respondent, identify the entity’s role and the entity’s legal organization and state of organization.

If the Lead Contractor, Lead Engineering Firm or Lead O&M Firm is a consortium, partnership or any form of joint venture, the SOQ shall contain a corresponding, executed agreement between the constituent entities, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated agreement, including percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting the Proposal, and the anticipated execution date. Executed agreements or summaries of a contemplated agreement’s key terms shall be attached to Form L-1. A Respondent may not be comprised of more than one Lead 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 form of joint venture. If the Lead Contractor, Lead Engineering Firm or Lead O&M Firm is structured as a consortium, partnership, or any form of joint venture, as applicable, it must be structured such that each constituent member is jointly and severally liable for any obligations or liabilities of the entity.

#### **5.1.6 Form L-1 – Respondent’s Organization Information**

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

#### **5.1.7 Form L-2 – Certification / Questionnaire**

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

#### **5.1.8 Organizational Conflicts of Interest**

The SOQ shall include the following:

(a) Conflict of Interest Statement

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

(b) Affirmation Statement

A statement affirming that neither Respondent nor any constituent member of Respondent 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 that are employed by Respondent or its Equity Members, Major Non-Equity Members, and Affiliates and whose employment with ADOT ended, for whatever reason, in the 12 months preceding the date of issuance of this RFQ and a certification that no such former employee has made any material decisions about the Project while employed by ADOT. If there are no such individuals, the Respondent shall affirmatively state that there are none.

#### **5.1.9 Powers of Attorney**

If the Transmittal Letter or a supplemental letter (Form A-1) is executed by a person acting under a power of attorney, Respondent 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 Respondents that possess the financial capacity to enter into the Contract and the resources to carry out the Project successfully.

Volume II of the SOQ shall contain the financial statements and other financial capacity information submitted in response to this Section 5.2.

### 5.2.1 Surety Letters

Provide a letter from a surety or an insurance company evidencing that Respondent or Lead Contractor is capable of obtaining a performance bond and a payment bond each in an amount of at least \$150 million. This evidence shall take the form of a letter from a surety/insurance company indicating that such capacity exists for Respondent 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, Inc. and must specify 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 Respondent’s or Lead Contractor’s, as applicable, 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 Respondent, or any other entity for which financial information is submitted, the surety/insurance company must certify that its analysis specifically incorporates a review of the factors pertinent to such changes and identifying any special conditions that may be imposed before issuance of surety bonds for the Project.

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

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

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

In addition, financial statements must meet the following requirements:

- (a) GAAP/IFRS Compliant

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles

("US GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant identifying and discussing the areas of the financial statements that would be affected by a conversion to US GAAP or IFRS. A restatement of the financial information in accordance with US 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, Respondent must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars within one month of the SOQ Due Date by a certified public accountant.

(c) Audited

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

(d) English

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

(e) Newly Formed Entity

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

(f) Guarantor

Guarantors will be required for Respondents that are newly formed (within the preceding two years or for the purpose of pursuing this Project) or that do not have a minimum Tangible Net Worth (measured as the aggregate Tangible Net Worth of all Equity Members, and measured based on the audited financial statements of the fiscal year most recently ended) of \$75 million. In addition, ADOT may, in its discretion based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting, regardless of whether Respondent is newly formed or meets the minimum Tangible Net Worth requirement. If a Guarantor is required, or Respondent intends to include a Guarantor to satisfy the requirements herein, the financial statements of the Guarantor(s), together with a Guarantor letter of support signed by an authorized executive officer of the Guarantor, must be provided with the Respondent's SOQ. Respondents shall clearly identify when and for what purpose they are providing the financial statements and letter of support of a Guarantor. If a Guarantor is required or otherwise included, Respondent must still comply with all other requirements in the RFQ for the submission of financial information.

(g) Securities and Exchange Commission Filings

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

**5.2.3 Credit Ratings**

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

**5.2.4 Material Changes in Financial Condition**

Respondent shall provide information regarding any material changes in financial condition of Respondent, any Equity Member and any Major Non-Equity Member and, if applicable, each Guarantor for the past three fiscal years and anticipated for the next fiscal year. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of joint venture, Respondent shall provide this information for all members. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the factors underlying the change will continue during the period of performance of the Project 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 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 it would undertake to insulate the Project from such negative financial impact, and any material changes currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

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

List of Representative Material Changes:

- (a) An event of default or bankruptcy involving the affected entity or an entity directly or indirectly controlling the affected entity;
- (b) A change in Tangible Net Worth of 10% or more of shareholder equity;

- (c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or an entity directly or indirectly controlling the affected entity;
- (d) A downgrade in credit rating for the affected entity or an entity directly or indirectly controlling the affected entity;
- (e) Non-payment of any debt service when due;
- (f) Inability to meet material conditions of loan or debt covenants by the affected entity or an entity directly or indirectly controlling the affected entity, which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- (g) In the current and three most recently completed fiscal years, the affected entity or an entity directly or indirectly controlling the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or
- (h) Other events known to the affected entity that represent a material change in financial condition over the past three fiscal years or may be pending for the next fiscal year.

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

### **5.3 SOQ Volume III – Technical and Commercial Information**

ADOT's objective in requesting the information in this Section 5.3 is to identify Respondents whose members and Key Personnel possess the technical qualifications, experience, capability, and capacity to design, build, operate and maintain the Project successfully.

Volume III of the SOQ shall contain the following:

#### **5.3.1 Respondent Experience and Past Performance**

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

- (a) Form E – Project Contact Information

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

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

The SOQ shall contain completed Forms E-1, E-2 and E-3, as follows:

1. Form E-1: Relevant Design Experience – Provide details for projects of similar size and complexity to the Project in compliance with the requirements of Section 5.3 and the instructions set forth in the notes in Form E-1, and considering the evaluation criteria set forth in Section 6.3.1(a) for relevant design experience.
2. Form E-2: Relevant Construction Experience – Provide details for projects of similar size and complexity to the Project, in compliance with the requirements of Section 5.3 and the instructions set forth in the notes in Form E-2, and considering the evaluation criteria set forth in Section 6.3.1(b) for relevant construction experience.
3. Form E-3: Relevant Operations and Maintenance Experience – Provide details for projects of similar size and complexity to the Project, in compliance with the requirements of Section 5.3 and the instructions set forth in the notes in Form E-3, and considering the evaluation criteria set forth in Section 6.3.1(c) for relevant operations and maintenance experience.

See Section 6.3 for the meaning of projects of similar size and complexity to the Project.

(c) Narrative Descriptions of Projects

The SOQ shall include a narrative description for each project listed in Forms E-1, E-2 and E-3. Each project description shall comply with the page limitation in Appendix B and include the following information:

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

6. Duration of the operations and/or maintenance period, amount of annual payments, performance penalties or incentives, if any, included in the contract and amounts deducted or paid each year.

Note: Respondents are required by Section 5.1.4(c) to provide a list of and information concerning legal proceedings and/or disputes for each project listed in Forms E-1, E-2 and E-3. This information is to be included in Volume I – Legal Information, and not in Volume III – Technical Information.

(d) Narrative of Relevant Experience

The SOQ shall contain a narrative that summarizes the Respondent's relevant experience in the areas listed below, drawing on examples from the projects identified in Forms E-1, E-2 and E-3. If the Respondent does not have experience in an area listed below, please so state. For each topic, the Respondent shall identify the member(s) (e.g., the entities comprising the Respondent or its intended Key Personnel) to which the relevant experience applies, and the projects (listed in Forms E-1, E-2 or E-3) on which the member(s) gained such experience. This narrative shall meet the page limitation defined in Appendix B. The response to this section should consider the evaluation criteria in Section 6.3.1 and provide relevant information not captured by Forms E-1, E-2 and E-3, such as:

1. Interstate or state highway reconstruction with and during heavy traffic usage;
2. Managing maintenance of traffic for large highway projects that present unique traffic challenges such as high volume of traffic, mountainous terrain with steep grades, large percentages of trucks, and heavily congested roadways;
3. Construction/reconstruction using innovative designs, methods, and materials;
4. Construction of major highways in environmentally sensitive areas and rural community areas with multiple stakeholders;
5. Integration of ITS;
6. Integration of design and construction, and consideration of life cycle operations and maintenance activities;
7. The design and construction of Flex Lanes and associated ITS, signing, marking, moveable gates and other infrastructure to control the flow of traffic;
8. Implementation of community relations and outreach programs (including website development and maintenance) for projects on which the Respondent was responsible for communication with the public about the project, traffic updates, and progress of construction;
9. Design and construction of bridges and interchanges over highways;
10. Operations and/or maintenance of Flex Lanes;

11. Maintenance of freeways in mountainous terrain; and
12. Description of how, if at all, the Equity Member(s) and Major Non-Equity Member(s) have worked together in the past, and the experience such Equity Members(s) and Non- Equity Members(s) have with design-build projects.

### **5.3.2 Respondent Organization**

#### **(a) Narrative of Management Structure**

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

#### **(b) Organizational Charts**

Provide an organizational chart(s) identifying individuals who are responsible for major Project functions, and their reporting relationships, in managing, designing, building, 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 identify Key Personnel by name. Identify all Equity Members and Major Non-Equity Members in the charts. Identify the critical support elements and relationships of project management, project administration, design management, construction management, maintenance of traffic, quality control, safety, environmental compliance, subcontractor administration, and management of maintenance during construction and management of operations and maintenance following completion of construction.

### **5.3.3 Key Personnel**

#### **(a) Form KP – Proposed Key Personnel Information**

The SOQ shall contain a completed Form KP providing the information required for each Key Personnel position, including three references.

#### **(b) Key Personnel Resumes**

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

The following table provides a brief job description and duties of the Key Personnel who must be assigned to the Project. All Key Personnel will be required to be Onsite to the extent identified in the table below.

**NOTE:** The number of years of relevant experience listed for each Key Personnel position represents a target goal for evaluation purposes and is not a mandatory minimum requirement for that position.

Key Personnel	Job Description/Relevant Years of Experience
Project Manager	<p>This individual will be responsible for the overall design, construction, quality, contract administration, operations and management of the Project.</p> <p>This individual will be required to be Onsite full time for the duration of the design and construction phase of the Project. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 18 years on complex highway infrastructure projects;</li> <li>• 10 years managing the design and construction of major interstate or highway systems; and</li> <li>• 5 years of major DB, DBM or DBOM project management of interstate or highway systems.</li> </ul>
Construction Manager	<p>This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the construction phase of the Project. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 12 years on complex highway infrastructure projects;</li> <li>• 8 years managing the construction of major interstate or highway systems; and</li> <li>• 5 years of major DB, DBM or DBOM construction management of major interstate or highway systems.</li> </ul>

Key Personnel	Job Description/Relevant Years of Experience
Design Manager	<p>This individual will be responsible for coordinating the individual design disciplines and will be responsible for ensuring that the overall Project design is completed and design criteria and requirements are met. This individual will be assigned full time to the Project and must be employed by the Lead Engineering Firm, and, in the Developer entity, under the direct supervision of the Project Manager. This individual will be Onsite full-time while design is ongoing and until construction is at least 75% complete, and thereafter as needed. This individual will be responsible for design quality management and shall be the engineer of record who will have primary responsibility for design work under the Contract. This individual must be a registered professional engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 15 years on complex highway infrastructure projects;</li> <li>• 10 years managing the design of major interstate or highway systems; and</li> <li>• 5 years of design-build design management of major interstate or highway systems.</li> </ul>
Maintenance of Traffic Manager	<p>This individual will be assigned to the Project for the duration of the Project construction and will oversee MOT functions during construction. The individual will be responsible for evaluating the Developer's sequencing, designs, traffic plans, staffing, safety, and other functions that relate to MOT during construction. This individual must be at the Project site or on-call during construction work that requires the closing of one or more lanes of travel for more than four hours, with the exception of certain work that will occur during approved overnight hours. This individual must be a registered Professional Engineer and a Professional Traffic Operations Engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 15 years of experience on complex highway infrastructure projects;</li> <li>• 10 years managing the design of MOT solutions; and</li> <li>• 5 years of major DB, DBM or DBOM project experience.</li> </ul>

Key Personnel	Job Description/Relevant Years of Experience
Quality Manager	<p>This individual will be responsible for establishing and supervising the Developer's QA and QC program for the design, construction, operations and maintenance of the Project. This individual will work directly for the Developer under the direct supervision of an executive officer above the level of, and under a line of authority independent of, the Project Manager. This individual will be assigned to the Project full time and will be required to be Onsite for the duration of the design and construction phase of the Project. This individual must not be assigned any other duties or responsibilities on this Project or any other projects while full time Onsite. This individual must have the independent authority to stop design or construction Work at any time and in the individual's sole discretion. This individual must be a registered Professional Engineer in the State by the time of Contract award. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 15 years on complex highway infrastructure projects;</li> <li>• 5 years coordinating and managing quality programs on major interstate or highway projects; and</li> <li>• 5 years of major DB, DBM or DBOM management of major interstate or highway systems.</li> </ul>
Safety Manager	<p>This individual will be responsible for establishing and supervising Developer's safety program and implementing and coordinating the TMP per 23 C.F.R. 630.1012 for the Project. This individual will work directly for the Developer and report directly to the Project Manager. This individual will be assigned to the Project full time and will be required to be Onsite during the construction phase of the Project. This individual must be familiar with FHWA work zone safety regulations and OSHA, and must have at least ten years of experience with roadway work zone safety. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 15 years on complex highway infrastructure projects;</li> <li>• 5 years coordinating safety programs on major interstate or highway projects; and</li> <li>• 5 years of major DB, DBM or DBOM construction management of major interstate or highway systems.</li> </ul>

Key Personnel	Job Description/Relevant Years of Experience
Public Relations Manager	<p>This individual will be responsible for supporting ADOT’s effort to involve the community in the Project and will oversee public communications, which entails notifying the public of such critical matters as traffic delays, detours, planned closures, construction progress, and other relevant information to keep the public fully apprised of how the Project impacts the community. This individual will work directly for the Developer and report to the Project Manager. This individual will be assigned to the Project full time during the design and construction phase. Relevant experience:</p> <ul style="list-style-type: none"> <li>• 10 years working on communications or community relations programs;</li> <li>• 5 years coordinating public outreach programs on major interstate or highway projects; and</li> <li>• 5 years of community relations experience on major DB, DBM or DBOM construction projects along major interstate or highway systems.</li> </ul>
DBE/OJT Outreach and Compliance Manager	<p>This individual will be assigned to the project full time for the duration of the design and construction phase of the Project and will coordinate with ADOT’s General Engineering Consultant DBE/OJT Compliance Specialist, Project Federal Compliance Committee, and ADOT’s Business Engagement &amp; Compliance Office to help ensure project goals are met. This individual will be responsible for DBE/OJT, EEO and small business recruitment, outreach, management, monitoring, oversight, and reporting. Relevant experience:</p> <ul style="list-style-type: none"> <li>• Must have strong knowledge and understanding of the federal DBE, OJT, and EEO program requirements; and</li> <li>• 5 years of experience managing DBE, OJT or EEO programs.</li> </ul>

(c) Express Commitment Regarding Key Personnel

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

(d) Liquidated Damages for Unauthorized Removal or Unavailability of Key Personnel

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

**5.3.4 Understanding and Approach to Flex Lanes Projects under DBOM Contracting**

Provide a narrative explanation of the Respondent's understanding of DBOM and Flex Lanes projects and the most important risks and challenges faced. The narrative should also provide a brief description of the significant functional relationships among participants outlined in the organizational chart described in Section 5.3.2(b).

**5.3.5 Project Technical and Management Approach**

- (a) Identify and describe, at a conceptual level, Respondent's understanding of the Project's critical technical issues and the approach to successful resolution of them.
- (b) Provide a brief narrative explaining Respondent's understanding and management approach to delivering the Project as a DBOM for the following items:
  - Budget;
  - Schedule;
  - Design and Construction;
  - Maintenance of Traffic;
  - Flex Lanes Operations and Maintenance;
  - Quality;
  - Safety;
  - Approach to Resolving Project Disputes and Partnering;
  - Public Information; and
  - Disadvantaged Business Enterprise/Equal Employment Opportunity.

**5.3.6 Quality Management**

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

- (a) Quality assurance/control during design activities;
- (b) Quality assurance/control during construction activities;
- (c) Quality assurance/control during operations and maintenance activities; and
- (d) Coordination between the project owner and QA/QC organizations.

### **5.3.7 Safety Information**

Include in the SOQ a completed Form S for each of Respondent, Equity Member, and Major Non-Equity Member that will participate in construction, operation or maintenance of the Project, as applicable.

### **5.3.8 Form PP-1 – Past Performance - Awards**

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

## **6. EVALUATION PROCESS**

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

### **6.1 Responsiveness Review**

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

### **6.2 Pass/Fail Evaluation**

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 Respondent must achieve a "pass" on all pass/fail criteria for its SOQ to be evaluated qualitatively against the evaluation criteria described in Section 6.3. Any SOQs deemed in ADOT's judgment to fail any of the pass/fail criteria may be excluded from further consideration and the Respondent will be so notified.

- (a) The SOQ contains an original executed Transmittal Letter signed by the lead Equity Member, supplemental letters (Form A-1) signed by each other Equity Member on its firm letterhead, and, if necessary, copies of powers of attorney, as required in Section 5.1.9;
- (b) Neither the Respondent nor any other entity that has submitted Forms L-1 and L-2, as required in Sections 5.1.6 and 5.1.7, or legal information pursuant to Section 5.1.4, is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government, any state government, or any local government of or within the State;
- (c) The information disclosed in the SOQ in response to Sections 5.1.4, 5.1.5, 5.1.6, and 5.1.7, including in Forms L-1 and L-2 does not indicate a material risk that the

Respondent may be unable to undertake the Project or successfully perform the Work;

- (d) The SOQ contains the statements, disclosure and certification regarding organizational conflicts of interest required under Section 5.1.8, and ADOT has determined that (i) any actual or potential conflict of interest that is disclosed can be avoided or resolved prior to Contract award and (ii) there exists no known violation by the Respondent of A.R.S. § 41-2517;
- (e) The information disclosed in the SOQ demonstrates the following minimum experience:
  - (i) New construction, rehabilitation or improvement of more than one traffic-heavy, limited access highway or freeway project with multiple travel lanes, bridges, and interchanges with a total aggregate construction value of a minimum of \$200 million where the relevant work was completed within the last ten years, and where at least one project included to comprise the aggregate amount had a construction value of at least \$100 million; and
  - (ii) Operation and/or maintenance of a Freeway Management System for more than one limited access highway or freeway project with multiple travel lanes, bridges, and interchanges within the last ten years.
- (f) Respondent makes the express, written commitments regarding Key Personnel, as required under Section 5.3.3(c);
- (g) Respondent is not comprised of an Equity Member or Major Non-Equity Member that belongs to more than one Respondent, is an Affiliate of another Respondent, or an Affiliate of an entity involved in the SOQ of another Respondent, unless ADOT in its sole discretion grants a written waiver of the conflict of interest;
- (h) Respondent, or Lead Contractor, is capable of obtaining a payment bond and a performance bond each in the amount of not less than \$150 million from a surety or insurance company that is (i) admitted to do business in the State and (ii) rated in the top two categories by two nationally recognized rating agencies or rated “A minus” or better and “Class VIII” or better by A.M. Best Company;
- (i) Respondent, in ADOT’s judgment, has the financial capability to carry out the Project and the Work, as demonstrated by the materials provided in Volume II of the SOQ; and
- (j) Each of Lead Contractor and Lead O&M Firm has 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 Respondent 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 responsive SOQ that achieves a “pass” on all the “pass/fail” criteria described in Section 6.2 will be evaluated against the qualitative evaluation factors, and scored based on the corresponding weightings set forth in this Section 6.3. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor); provided, however, that consecutive lead-factors may be of equal value to each other. Under each lead-factor, sub-factors are listed in descending order of importance (starting with the most important sub-factor); provided, however, that consecutive sub-factors may be of equal value to each other.

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

Regarding design and construction: The new construction, rehabilitation, and/or improvement of a traffic-heavy, limited access highway or freeway project with multiple travel lanes, bridges and interchanges with a total aggregate construction value of a minimum of \$100 million where the relevant work was completed within the last ten years.

Regarding operation and maintenance: The operation and/or maintenance of a Freeway Management System for a limited access highway or freeway project with multiple travel lanes, bridges and interchanges within the last ten years.

#### 6.3.1 Experience and Past Performance (40%)

The background and experience of Respondent and its individual team members in designing, building, operating, and maintaining projects of 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 design experience of the Lead Engineering Firm or other engineering firm on Respondent’s team, as determined by:
  - (1) The extent and depth of experience designing highway projects of similar size and complexity to the Project with heavy traffic and in which maintenance of traffic during construction is critical to the project’s success.
  - (2) The extent and depth of experience in designing highway projects of similar size and complexity to the Project, including ones that involved Flex Lanes, movable gates, and extensive ITS monitoring and control.
  - (3) The extent and depth of experience in completing design work for DB, DBM, DBOM or other alternative delivery highway projects of similar size and complexity to the Project.
  - (4) Extent and depth of experience in use of the ATC process and other innovative means of design and construction on DB, DBM, DBOM or other alternative project delivery methods that resulted in savings of costs and time to completion.

- (b) The extent and depth of relevant construction experience of Respondent, in particular the Lead Contractor, as determined by:
  - (1) Experience constructing heavily-trafficked highway projects of similar size and complexity to the Project in which managing maintenance of traffic was vital to the success of the project(s) and required innovative solutions to overcome such issues as heavy traffic volume and limited alternative routes.
  - (2) Extent and depth of experience completing or substantially completing work for projects of similar size and complexity to the Project, on time and within a fixed price, using the DB, DBM, DBOM or other alternative project delivery methods.
  - (3) Extent and depth of experience in constructing Flex Lanes, movable gates, and equipment for extensive ITS monitoring and control.
  - (4) Extent and depth of experience in use of the ATC process and other innovative means of design and construction on DB, DBM, DBOM or other alternative project delivery methods that resulted in savings of costs and time to completion.
- (c) The extent and depth of relevant operations and maintenance experience of Respondent, in particular the Lead O&M Firm, as determined by:
  - (1) Extent and depth of experience in managing operations and maintenance of managed lanes or Flex Lanes, movable gates, and equipment for extensive ITS monitoring and control.
  - (d) Integrated Respondent team delivery experience as determined by the extent to which Respondent's Equity Members, Lead Engineering Firm, Lead Contractor and Lead O&M Firm individual team members have worked together in successful DBM, DBOM or other alternative delivery (not including DB) roadway or similar projects in the last five years.

### **6.3.2 Organization and Qualifications (30%)**

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

- (a) The length and depth of experience of the Respondent's Project Manager in managing (i) projects of similar size and complexity to the Project, and (ii) geotechnical issues and constraints similar to those on the Project.
- (b) The length and depth of experience of the Respondent's Construction Manager in managing (i) projects of similar size and complexity to the Project, and (ii) geotechnical issues and constraints similar to those on the Project.
- (c) The length and depth of experience of the Respondent's Design Manager in managing the design of projects of similar size and complexity to the Project.
- (d) The length and depth of experience of the Respondent's Maintenance of Traffic

Manager in managing traffic flow, detours, necessary volume at peak times, and avoidance of unnecessary lane closures and shutdowns on projects of similar size and complexity to the Project.

- (e) The length and depth of experience of the Respondent's Quality Manager in developing, implementing, and maintaining quality management systems for projects of similar size and complexity to the Project.
- (f) The length and depth of experience of the Respondent's Safety Manager in implementing and maintaining a safety program on projects of similar size and complexity to the Project.
- (g) The length and depth of experience of the Respondent's Public Relations Manager in managing and implementing community relations/outreach programs on projects with challenges similar to those of the Project.
- (h) The length and depth of experience of the Respondent's DBE/OJT Outreach and Compliance Manager in managing and implementing DBE/OJT Outreach and Compliance programs on projects utilizing FHWA and/or state funds.
- (i) The extent to which the Respondent's organization demonstrates stability and is capable of functioning as a well-integrated DBOM team that will effectively manage all Project risks.

### **6.3.3 Respondent Understanding and Approach to the Project (20%)**

The Respondent'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 Respondent demonstrates an understanding of the Project, including (i) Project-specific risks (regardless of risk ownership), potential mitigations, and opportunities that may arise during all phases of the Project, and (ii) operations and maintenance issues associated with the Project's Flex Lanes, movable gates, and equipment for ITS monitoring and control.
- (b) The extent to which Respondent demonstrates a complete understanding of DBOM contracting and project delivery for projects of similar size and complexity to the Project, including the advantages and disadvantages the approach may pose to addressing the most important risks and challenges to successful design and construction.
- (c) The ability to provide sufficient materials, equipment and qualified personnel to undertake Developer's anticipated obligations for the Project.
- (d) The efficiency and effectiveness of Respondent's general approach to integrating ADOT into project development and in structuring the roles and relationships of ADOT, Respondent and third parties.
- (e) The extent to which Respondent demonstrates its ability to effectively manage

all aspects of a DBOM contract in a quality, timely and effective manner and integrate the different parts of its organization in a cohesive and seamless manner.

- (f) The extent to which Respondent demonstrates experience and success implementing quality management programs under DBOM, DBM and/or DBFOM approaches.

#### **6.3.4 Quality Management Experience (10%)**

The quality management elements of the SOQs will be evaluated in accordance with the lead-factors described in this Section 6.3.4.

- (a) The extent to which the Respondent demonstrates experience and success on projects of similar size and complexity to the Project with implementing an effective, integrated quality management program for design and construction activities in which the developer is responsible for design and construction quality control plans and functions, as well as the overall quality assurance functions and the owner oversees such developer's quality management program.
- (b) The extent to which the Respondent demonstrates experience and success with implementing an effective quality management program for the operations and maintenance activities on projects of similar size and complexity to the Project.
- (c) The extent to which the Respondent demonstrates experience and success with an effective approach to coordination of quality management activities between the project owner and the Developer on projects of similar size and complexity to the Project.

#### **6.4 SOQ Evaluation Procedure and Shortlisting Notification**

ADOT will review and evaluate SOQs in accordance with the above criteria and will make shortlisting recommendations to the ADOT deputy director of transportation, State engineer or designee based upon such analysis. At various times during the deliberations, ADOT may issue one or more requests for written clarification to individual Respondents. Upon receipt of requested clarifications, ADOT will factor in the clarifications in its evaluation of the SOQs.

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

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

#### **6.5 Changes in Respondent Organization and Key Personnel**

ADOT aims to ensure that Respondents are able to develop and attract the greatest range and depth of

expertise to design, build, operate and maintain the Project in an innovative, effective, and efficient manner. Accordingly, ADOT reserves the right and discretion, in accordance with the limitations below, to authorize Respondents to delete, substitute, add or change constituent members, reorganize Respondent entity and change Key Personnel throughout the procurement process until submittal of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role.

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

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

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

## **6.6 RFP Procedure and Evaluation**

Respondents are advised that the evaluation criteria and weightings for the evaluation of the Proposals submitted in response to the RFP will differ from the criteria set forth in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs, as well as any revised SOQ scores and evaluations resulting from changes in a Proposer's organization or Key Personnel, 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 Contract. These rules are designed to promote a fair, unbiased, legally defensible procurement process. Additional rules or modifications to these rules may be issued by ADOT in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Respondent.

#### **7.1.1 Communication Process**

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

- (a) Except as set forth in this RFQ or the conflict of interest policy in Attachment 1, following issue of the RFQ, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to the Project or SOQs. A Respondent may communicate with a subcontractor that is permitted to be on both its team and another Respondent's team, so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. Respondents and team members are permitted to attend ADOT-sponsored workshops and meetings together provided they comply with the requirements in this Section 7.1.1.
- (b) Contact between Respondents and ADOT shall only be through the ADOT's and Respondent's designated representative and shall be in writing. The ADOT Procurement Manager identified in Section 3.4 and ADOT Project Manager identified below are the only ADOT designated representatives authorized to discuss this procurement with any interested parties, including Respondents, except for additional ADOT representatives while attending a forum established pursuant to the RFP or while engaged in post-selection negotiations and discussions. The ADOT Procurement Manager will serve as the primary point of contact during the RFQ procurement, unless otherwise notified. This restriction is in effect until the Contract is executed and effective. Any information from other sources may not be accurate and cannot be relied upon. The ADOT Project Manager is:  
  
**Annette Riley**  
**Project Manager**  
**Arizona Department of Transportation**  
**1655 W. Jackson Street, MD 126F**  
**Phoenix, AZ 85007**  
**Email: [i-17flexlanesp3@azdot.gov](mailto:i-17flexlanesp3@azdot.gov)**
- (c) Respondents shall not contact ADOT employees, advisors, and any other person who will evaluate the SOQs regarding the Project or the procurement.

- (d) Respondents shall not contact employees of FHWA, MAG 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 or ADOT Project Manager.
- (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 written documents, correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to ADOT during this procurement, including as part of the response to this RFQ, are, upon their receipt by ADOT, the property of ADOT and are subject to A.R.S. § 28-7707 and A.R.S. Title 39. None of the foregoing materials will be returned to the submitting parties. Respondents should familiarize themselves with the provisions of A.R.S. § 28-7707 and A.R.S. Title 39 and any other applicable legal authority. In no event shall ADOT, or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Respondent for the disclosure of all or a portion of an SOQ.

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

ADOT will not provide any legal advice to any submitting party including: advice as to the nature or content of documents purportedly entitled to protection from disclosure under A.R.S. § 28-7707 and A.R.S. Title

39; advice as to the interpretation of A.R.S. § 28-7707 and A.R.S. Title 39; and advice on intellectual property law, including the definition of "trade secret." The submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines appropriate. Each submitting party is advised to contact its own legal counsel concerning A.R.S. § 28-7707, A.R.S. Title 39 and any other applicable law and its application to the submitting party's 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 Respondent objecting to the disclosure. Each Respondent 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 Consultants**

ADOT has a conflict of interest policy developed for the Project concerning ADOT consultants and their Affiliates. A copy of the current policy is provided as Attachment 1 to this RFQ. Respondents shall comply with this conflict of interest policy.

ADOT has engaged a number of consultants to assist and participate in the Project development stages, as well as assist ADOT during the procurement process for the Project. Respondent 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; and
- Sperry Capital.

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

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

### **7.3.2 ADOT Employees Involved in Procurement**

Respondents are referred to State laws that make it unlawful, and a class 2 misdemeanor, for Respondents or any member of a Respondent to offer employment to an ADOT procurement officer, procurement employee or other ADOT employee having a significant procurement role with respect to the Project, or for any such ADOT officer or employee to have discussions concerning or accept any such employment. See A.R.S. §§ 41-741, 41-753, 41-1231, 41-1233.01, 41-2501, 41-2503 and 41-2517. Respondents are also referred to State laws that entitle ADOT to cancel any contract, without penalty or further obligation, within three years after the contract is executed, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract for ADOT is or becomes, at any time the contract is in effect, an employee or agent of the other party to the contract. See 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 State laws:

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

ADOT may disqualify a Respondent, and refuse to enter into the Contract with a Proposer, if it or any entity or personnel of the Respondent 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 Contract and result in the forfeiture of the Proposer’s security. After award, ADOT may cancel the Contract, 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 Respondent Organization**

ADOT may disqualify a Respondent, and refuse to enter into the Contract with the apparent Best Value Proposer, if any of its Equity Members or Major Non-Equity Members belongs to more than one Respondent organization, or if any Affiliate of the Respondent or any of its Equity Members or Major Non-Equity Members is a member of another Respondent organization. ADOT, however, will allow participation on more than one Respondent team of a Major Non-Equity Member that has primary responsibility for the design, installation, operation and/or maintenance of the Flex Lanes technology deployed for the Project, on condition that the SOQ includes a written commitment by such firm, addressed to ADOT and each Respondent team on which it participates, and signed by the firm’s authorized officer, stating that the firm shall not release or disclose to any Respondent, team member of any Respondent, or any Affiliate of such Respondent or team member:

- any information that the firm has received or will receive from any other Respondent, team member of any other Respondent, or Affiliate of such other Respondent or team member; and
- any confidential materials, concepts and information that the firm has generated or will generate for any other Respondent in preparing its SOQ or Proposal.

ADOT retains authority to allow other limited exceptions, subject to ADOT’s sole discretion and compliance with applicable law.

## **8. PROTEST PROCEDURES**

### **8.1 Applicability**

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

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

### **8.2 Deadlines for Protests**

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

- (a) Issuance of the RFQ (for protests concerning the issues described in Section 8.1(a)); or
- (b) Notification of the shortlisting determinations (for protests concerning the issues described in Sections 8.1(b) and (c)).

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

### **8.3 Content of Protest**

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

### **8.4 Filing of Protest**

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

**Arizona Department of Transportation  
206 South 17<sup>th</sup> Avenue, MD 100A  
Phoenix, AZ 85007  
Attention: Executive Officer**

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

### **8.5 Comments from Other Respondents**

Other Respondents may file statements in support of or in opposition to the protest within ten calendar days of the filing of the protest. Any statements by such other Respondents shall be sworn and submitted under penalty of perjury. ADOT will forward copies of all such statements to the party that filed the protest.

### **8.6 Burden of Proof**

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

### **8.7 Decision on the Protest**

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

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

### **8.8 Protester's Payment of Costs**

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

### **8.9 Rights and Obligations of Respondents**

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

## **9. DEBRIEFING MEETINGS**

All Respondents submitting SOQs will be notified in writing of the results of the evaluation process. Respondents not short-listed may request a debriefing. If requested and approved by ADOT, debriefings will be provided at the earliest feasible time after notification of the shortlisted Respondents. The debriefing will be conducted by the ADOT Procurement Manager and ADOT Project Manager and/or their designees familiar with the rationale for the shortlist decision.

Debriefings shall:

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

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

#### **10. ADOT RESERVED RIGHTS**

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

- (a) Develop the Project in any manner that ADOT, in its sole discretion, deems necessary;
- (b) Negotiate with a Proposer without being bound by any provision in its Proposal or other submittal provided in connection with this procurement and to suspend or terminate negotiations at any time;
- (c) Elect not to commence or continue negotiations with any Proposer;
- (d) If ADOT is unable to negotiate the Contract to its satisfaction with a Proposer, elect to negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as ADOT deems appropriate;
- (e) Accept or reject any SOQs, Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Respondents or Proposers at any time;
- (f) Waive any informalities, irregularities, deficiencies, or omissions in or in connection with the SOQs, accept and review a non-conforming SOQ, or permit clarifications and supplements to any SOQ;
- (g) Modify all dates set or projected in this RFQ or in the RFP;
- (h) Issue Addenda, supplements, and modifications to this RFQ and the RFP;
- (i) Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ, and require

additional evidence of qualifications to perform the work described in the RFQ;

- (j) Cancel this RFQ, or the subsequent RFP, in whole or in part at any time prior to the execution by ADOT of the Contract, without incurring any cost obligations or liabilities, except as otherwise provided in the RFP;
- (k) Modify the shortlisting determination;
- (l) Permit a Respondent to add, delete, or change Equity Members, Major Non-Equity Members and/or Key Personnel;
- (m) Make all final determinations;
- (n) Appoint evaluation committees to review SOQs and make recommendations regarding the SOQs, and seek the assistance of outside technical, financial, and legal experts and consultants in connection with the SOQ evaluations;
- (o) Hold meetings and conduct discussions and correspondence with one or more of the Respondents regarding their SOQs;
- (p) Seek and obtain information or data, from any source, that may assist ADOT in evaluating the SOQs;
- (q) Disqualify any Respondent to this RFQ, the RFP, or during the period between the RFQ and the RFP, for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from ADOT in connection with this procurement;
- (r) Not issue a notice to proceed after execution of the Contract;
- (s) Exercise any other right reserved or afforded to ADOT under this RFQ or applicable laws, regulations or guidelines; and
- (t) Add or modify ADOT's reserved rights in Addenda to this RFQ and the subsequent RFP.

**THE RFQ DOES NOT COMMIT ADOT TO ENTER INTO A CONTRACT OR PROCEED WITH THE PROCUREMENT AS DESCRIBED 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, EXCEPT AS SPECIFICALLY PROVIDED IN ANY SUBSEQUENT RFP. ALL SUCH COSTS SHALL BE BORNE SOLELY BY EACH RESPONDENT OR 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 MAP AND DESCRIPTION; PERMITS AND APPROVALS**

---

## **1. PROJECT DESCRIPTION**

The Interstate 17 (“I-17”) Anthem Way Traffic Interchange to Junction (“Jct.”) State Route 69 (“SR 69”) (Cordes Junction) Project is located in central Arizona from the north end of Maricopa County into Yavapai County. The selected alternative in the DCR and CE included adding one general purpose lane in each direction from Anthem Way to Black Canyon City and two Flex Lanes from Black Canyon City to Sunset Point Rest Area, as shown in [Figure 1-1](#). No improvements were identified between Sunset Point and SR 69.

The Project will help address the congestion and travel delays currently experienced along the corridor on weekends and holidays. I-17 is the only direct route connecting the Phoenix area with northern Arizona, and the mountainous, federal forest land that flanks the highway offers no reasonable alternate routes. The additional general purpose lanes will add capacity through the segment that experiences the highest traffic volumes and worst congestion. The Flex Lanes will add capacity through the mountainous grades in the direction with the highest volume, on different days of the week. This region of I-17 is primarily recreational traffic and trucks. The recreational traffic means that on Friday through Saturday there are a large number of people using this route to get out of Phoenix for the weekend and on Sunday there are large numbers returning. The Flex Lanes address this by creating two additional reversible lanes open to the direction of traffic experiencing the highest volumes each day of the week.

The Project is led by the ADOT, in cooperation with Central Yavapai Metropolitan Planning Organization (“CYMPO”), which is the municipal planning organization for Yavapai County, and MAG, which is the municipal planning organization for Maricopa County. ADOT has undertaken certain planning and preliminary concept work concerning the Project development, which is included in the RIDs.

## **2. PROJECT STATUS**

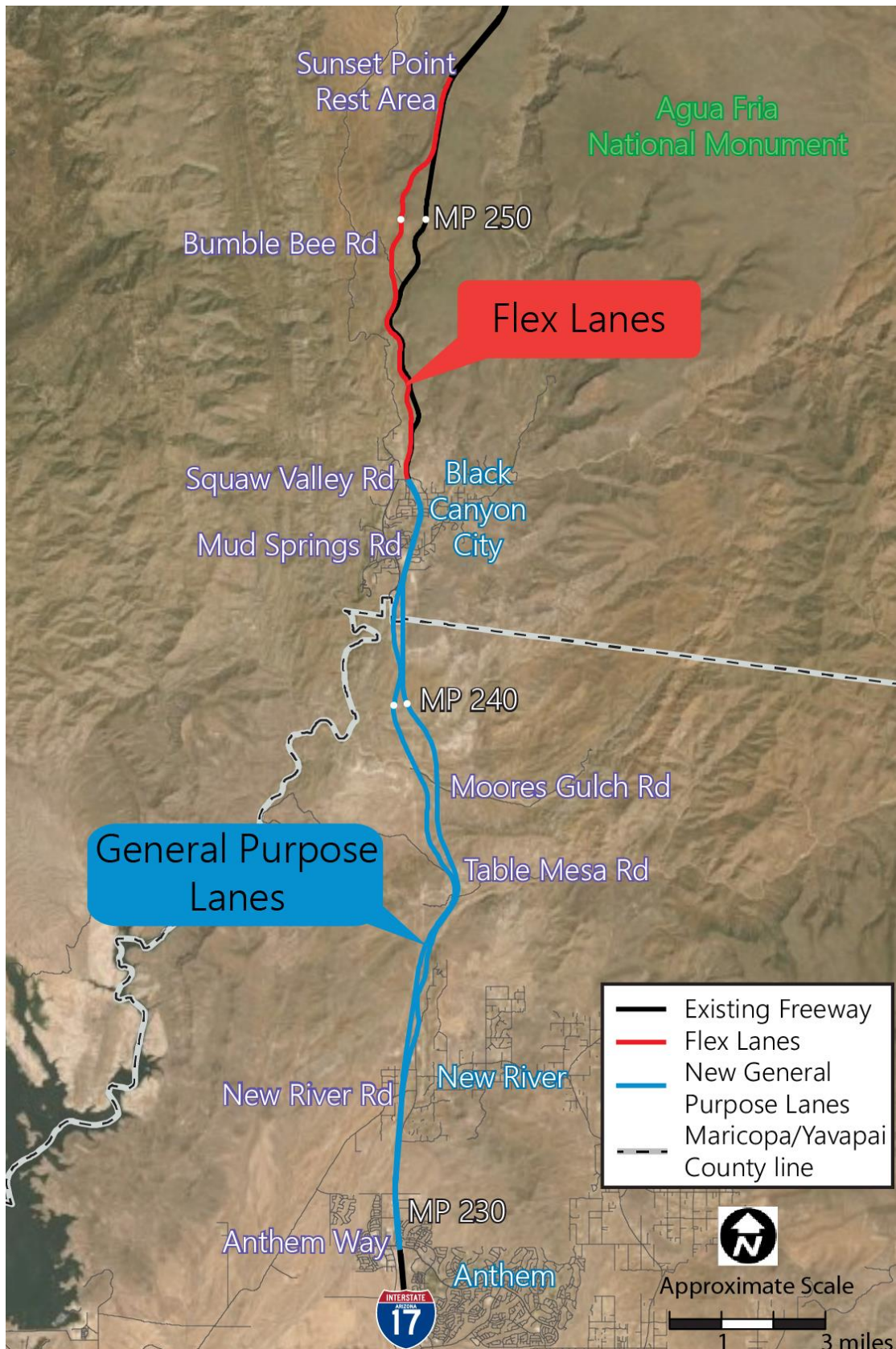
ADOT has been moving forward with development of the Project for several years, using its own personnel; retaining consultants; and engaging with stakeholders such as CYMPO, MAG, cities along the Project corridor, resource agencies, and the public.

On April 30, 2019, the Final Design Concept Report (DCR) for the Project was published. The DCR includes 15% level-design plans for the additional general purpose lanes and the Flex Lanes. The CE for the Project was published on August 6, 2019, identifying any environmental considerations along the corridor. The DCR and the CE are included in the RIDs.

## **3. GENERAL PROJECT IMPROVEMENTS**

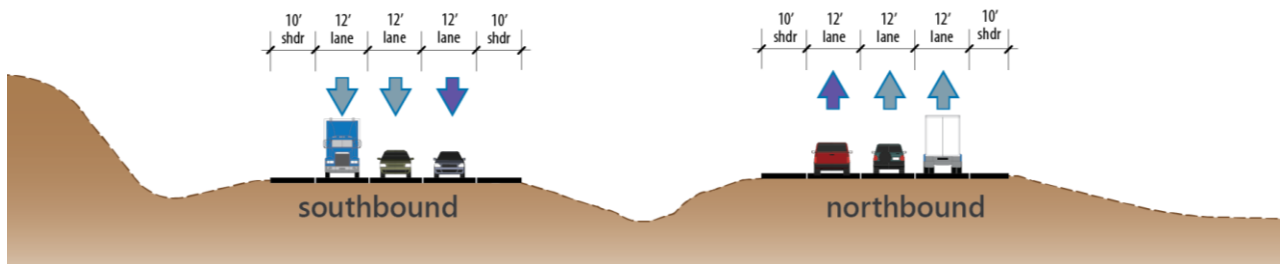
The Project will add one general purpose lane to both the northbound and southbound alignments of I-17 from Anthem Way (milepost (“MP”) 229) to Black Canyon City (MP 244), a distance of approximately 15 miles. The Project also includes adding two Flex Lanes from Black Canyon City (MP 244) to Sunset Point Rest Area (MP 252), a distance of approximately 8 miles. The Flex Lanes will run adjacent to the existing southbound lanes. The Flex Lanes will require crossover ramps at both the southern and northern termini. To accommodate the widening, ten bridges will need to be widened and two will need to be replaced. The Project also includes converting five ramps from taper type to parallel type ramps.

Figure 1-1 Vicinity Map

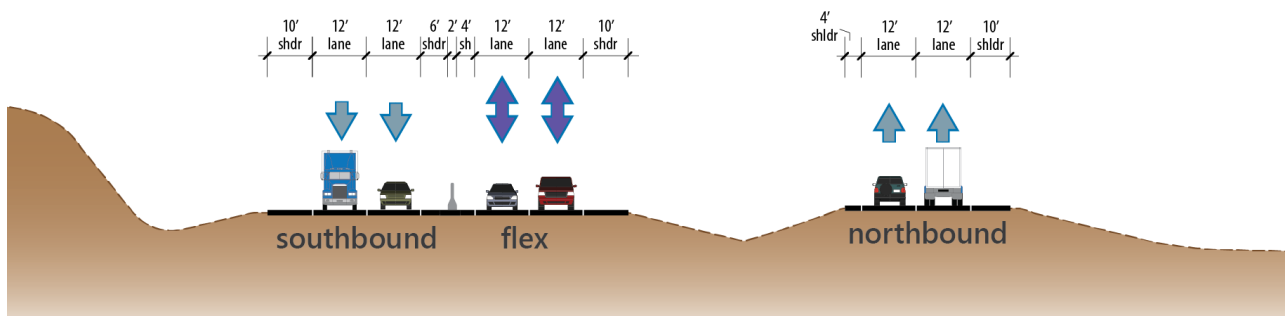


The roadway typical section for the first segment consists of six-lanes with three general purpose lanes in each direction (see Figure 2-1). The roadway typical section for the Flex Lanes consists of six-lanes, with two general purpose lanes in both directions and two Flex Lanes on the inside of the southbound lanes (see Figure 2-2). The Flex Lanes will be separated from the southbound lanes by a concrete median barrier. The freeway terrain is rolling between MP 229 and MP 244 and is mountainous from MP 244 to MP 252.

**Figure 2-1**  
**Typical Freeway Section MP 229 to MP 244**



**Figure 2-2**  
**Typical Freeway Section MP 244 to MP 252**



#### 4. PERMITS AND APPROVALS

Permit	Agency	Status
Section 404 of the CWA permit	USACE	Preliminary Jurisdictional Delineation approval for the Project underway. Permits will be applied for and secured by the Developer.
Section 401 of the CWA certification	ADEQ	Will be applied for and secured by the Developer.
Section 402 (AZPDES) of the CWA permit	ADEQ	Will be applied for and secured by the Developer.
Application for earthmoving permit, demolition, and dust control plan	Maricopa County/ Yavapai County	Will be applied for and secured by the Developer.
Construction-related permits and clearances for all (e.g. rights-of-entry, utilities, closures, lane restrictions, advance warning signing, ITS)	Various	Will be applied for and secured by the Developer.
Utility relocation or new location	Various	ADOT encroachment permit required for each relocation or new location.
Asbestos testing and remediation permit	Maricopa County/ Yavapai County	NESHAP Notification. Will be applied for and secured by the Developer.
Asbestos remediation permit	Maricopa County/ Yavapai County	County dust permit. Will be applied for and secured by the Developer.
Floodplain Use Permit	Various	Will be applied for and secured by the Developer through the governing agency.
Conditional Letter of Map Revision & Letter of Map Revision	Various	Will be applied for and secured by the Developer through the governing agency/Floodplain Administrator or FEMA.

---

**APPENDIX B:**  
**FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS**

---

## Organization

The SOQ shall be organized into three volumes as follows and as set forth Table B-1:

1. Volume I – Legal Information
  - Appendix I-A: Supplemental Legal Forms
2. Volume II – Financial Information
3. Volume III – Technical Information
  - Appendix III-A: Supplemental Technical Forms
  - Appendix III-B: Resumes

## Pages and Binders

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

- (a) Volume I: Legal Information – no page limitation except the Executive Summary, which will be limited to **3 pages** in total;
  - Appendix I-A: Supplemental Legal Forms – no page limitation
- (b) Volume II: Financial Information – no page limitation
- (c) Volume III: Technical Information – limit of **30 pages** in total
  - Appendix III-A: Supplemental Technical Forms – no page limitation
  - Appendix III-B: Resumes – maximum of **2 pages** per individual named as Key Personnel and **1 page** for any other individuals.

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

## Page Format

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

## Clarity and Conciseness

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

**Table B-1: Specifications for SOQs**

<b>SOQ Section</b>	<b>Section Title and Required Information</b>	<b>RFQ Reference</b>
<b>Volume I</b>	<b>Legal Information:</b> <ul style="list-style-type: none"><li>• Form A – Transmittal Letter (signed by the authorized official)</li><li>• Executive Summary</li><li>• Confidential Content Index</li><li>• Legal Qualifications</li><li>• Legal Structure</li><li>• Form L-1 – Respondent’s Organization Information</li><li>• Form L-2 – Certification / Questionnaire</li><li>• Conflict of Interest Statement</li><li>• Affirmation Statement</li><li>• Disclosure and Certification</li><li>• Powers of Attorney (if applicable)</li></ul>	<b>5.1</b>
<b>Volume II</b>	<b>Financial Information:</b> <ul style="list-style-type: none"><li>• Surety Letters</li><li>• Financial Statements</li><li>• Guarantor Financial Statements and Letter of Support (if applicable)</li><li>• Credit Rating Information</li><li>• Material Changes in Financial Condition</li></ul>	<b>5.2</b>

SOQ Section	Section Title and Required Information	RFQ Reference
Volume III	<p><b>Technical and Commercial Information:</b></p> <ul style="list-style-type: none"> <li>• Respondent Experience and Past Performance <ul style="list-style-type: none"> <li>○ Form E – Project Contact Information</li> <li>○ Form E-1 – Relevant Design Experience</li> <li>○ Form E-2 – Relevant Construction Experience</li> <li>○ Form E-3 – Relevant Operations and Maintenance Experience</li> <li>○ Narrative of Project Descriptions</li> <li>○ Narrative of Relevant Experience</li> </ul> </li> <li>• Respondent Organization <ul style="list-style-type: none"> <li>○ Narrative of Management Structure</li> <li>○ Organizational Charts</li> </ul> </li> <li>• Key Personnel <ul style="list-style-type: none"> <li>○ Form KP – Proposed Key Personnel Information</li> <li>○ Key Personal Resumes</li> <li>○ Express Commitment Regarding Key Personnel</li> </ul> </li> <li>• Understanding and Approach to Flex Lanes Projects under DBOM Contracting <ul style="list-style-type: none"> <li>○ Narrative explanation of understanding of DBOM and Flex Lanes projects</li> </ul> </li> <li>• Project Technical and Management Approach <ul style="list-style-type: none"> <li>○ Narrative of conceptual approach to Project’s critical technical issues and resolution</li> <li>○ Narrative of understanding and management approach to Project</li> </ul> </li> <li>• Quality Management <ul style="list-style-type: none"> <li>○ Narrative of QA and QC experience during design activities</li> <li>○ Narrative of QA and QC experience during construction activities</li> <li>○ Narrative of QA and QC experience during operations and maintenance activities</li> <li>○ Narrative of experience with coordination between the project owner and QA and QC organizations</li> </ul> </li> <li>• Safety Information <ul style="list-style-type: none"> <li>○ Form S – Safety Questionnaire</li> </ul> </li> </ul>	5.3

---

**APPENDIX C:**  
**FORMS**

---

### **Appendix C – List of Forms**

Form A	Transmittal Letter
Form A-1	SOQ Certification
Form E	Project Contact Information
Form E-1	Relevant Design Experience
Form E-2	Relevant Construction Experience
Form E-3	Relevant Operations and Maintenance Experience
Form KP	Proposed Key Personnel Information
Form L-1	Respondent's Organization Information
Form L-2	Certification / Questionnaire
Form PP-1	Past Performance – Awards
Form RFQ-C	Respondent's Clarification Request
Form S	Safety Questionnaire

## Form A

### TRANSMITTAL LETTER

[OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER.]

SOQ Date: [Insert Date]

Arizona Department of Transportation  
1309 N. 22nd Ave.  
Phoenix, AZ 85009

ATTN: \_\_\_\_\_

Dear \_\_\_\_\_,

The undersigned ("**Respondent**") is pleased to submit this Statement of Qualifications (this "**SOQ**") in response to the Request for Qualifications dated as of October 29, 2019 (as amended, the "**RFQ**"), issued by the Arizona Department of Transportation ("**ADOT**") to design, supply, construct, operate, and maintain the I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction), as described in the RFQ.

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

Volume I: Legal Information

Volume II: Financial Information

Volume III: Technical Information

Respondent acknowledges receipt, understanding, and full consideration of:

- (1) All materials posted on the Website (as defined in the RFQ); and
- (2) As set forth in Section 3.5 of the RFQ, the following Addenda to the RFQ:

(a) [Respondent to list each Addendum by date and number prior to executing Form A].

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

- (1) Accepts and agrees that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Respondent, except to the extent of any payment made by ADOT following shortlisting determination, as described in Section 3.6 of the RFQ;
- (2) Accepts and agrees to all the terms and conditions for protest set forth in Section 8 (Protest Procedures) of the RFQ;
- (3) Understands that Section 8 (Protest Procedures) of the RFQ limits Respondent's rights and remedies to protest or challenge the RFQ or any determination or short-listing thereunder; and

## **Form A**

### **TRANSMITTAL LETTER**

- (4) Specifically acknowledges ADOT's reserved rights in Section 10 (ADOT Reserved Rights) of the RFQ.

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

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

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

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

Respondent's business address:

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

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

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

*[Insert appropriate signature block from following pages.]*

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

*[Insert Respondent's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Form A**

### **TRANSMITTAL LETTER**

2. Sample signature block for partnership or joint venture:

*[Insert Respondent's name]*

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

3. Sample signature block for attorney-in-fact:

*[Insert Firm's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

**Form A-1**  
**SOQ CERTIFICATION**

[OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER.]

SOQ Date: [Insert Date]

Arizona Department of Transportation  
1309 N. 22nd Ave.  
Phoenix, AZ 85009

ATTN: \_\_\_\_\_

I, [NAME OF AUTHORIZED REPRESENTATIVE], hereby certify as follows:

1. I am the [TITLE OF AUTHORIZED REPRESENTATIVE] of [NAME OF LEAD EQUITY MEMBER], which is a member of the [NAME OF RESPONDENT] team ("**Respondent**").
2. I have read and understand the information contained in the Request for Qualifications issued by the Arizona Department of Transportation for the I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction) and the attached statement of qualifications ("**SOQ**") submitted by Respondent;
3. 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; and
4. All representations, statements, commitments and information in the SOQ made or given by Respondent on behalf of each Equity Member and Major Non-Equity Member named in the SOQ have been authorized by each Equity Member and Major Non-Equity Member, are correct, and accurately represent the respective role of such Equity Member and Major Non-Equity Member.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

## **Form E**

### **PROJECT CONTACT INFORMATION**

**Name of Respondent:** \_\_\_\_\_

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

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

## **Form E-1 – RELEVANT DESIGN EXPERIENCE**

### Experience of Lead Engineering Firm or Other Designated Engineering Firm on Respondent's Team in the Design and Engineering of Reference Projects

Name of Respondent: \_\_\_\_\_

LIST ENTITY, ROLE ON RESPONDENT TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF SERVICE	% OF WORK COMPLETED BY November 1, 2019	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	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 Respondent, 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 Respondent, Equity Member, or Major Non-Equity Member, as applicable. At ADOT's sole discretion, such entity may be required to be a Guarantor.
- (2) Only list projects on which the Lead Engineering Firm or other designated engineering firm on Respondent's team worked within the past 10 years.
- (3) Only list projects where the Lead Engineering Firm held a minimum 30% of the ultimate responsibility for the design and engineering work. If the Lead Engineering Firm is a joint venture, only list projects for members of the joint venture that will perform at least 30% of the Lead Engineering Firm's potential design and engineering work for the Project. List all projects, without regard to the minimum 30% responsibility, for which a design or engineering firm on Respondent's team had lead project responsibility for the design of Flex Lanes, movable gates or ITS monitoring and control.
- (4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of ten days before the SOQ Due Date, and identify the benchmark on which the exchange rate is based.
- (5) Project Cost means the total design and construction cost budgeted or, if the project is complete, the total construction cost of the

## **Form E-1 – RELEVANT DESIGN EXPERIENCE**

### **Experience of Lead Engineering Firm or Other Designated Engineering Firm on Respondent's Team in the Design and Engineering of Reference Projects**

completed project.

- (6) Show company's participation in terms of money and percentage of the design and engineering work for the listed project.
- (7) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

## **Form E-2 – RELEVANT CONSTRUCTION EXPERIENCE**

### Experience of Respondent Team (particularly the Lead Contractor) in the Construction of Reference Projects

Name of Respondent: \_\_\_\_\_

LIST ENTITY, ROLE ON RESPONDENT TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF SERVICE	% OF WORKS COMPLETED BY November 1, 2019	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	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 Respondent, 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 Respondent, Equity Member, or Major Non-Equity Member, as applicable. At ADOT’s sole discretion, such entity may be required to be a Guarantor.
- (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. If the Lead Contractor is a joint venture, only list projects for members of the joint venture that will perform at least 30% of the Lead Contractor’s potential construction work for the Project.
- (4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of ten days before the SOQ Due Date, and identify the benchmark on which the exchange rate is based.
- (5) 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.
- (6) Show company's participation in terms of money and percentage of the construction work for the listed project.

## **Form E-2 – RELEVANT CONSTRUCTION EXPERIENCE**

### **Experience of Respondent Team (particularly the Lead Contractor) in the Construction of Reference Projects**

- (7) 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 Respondent Team (particularly the Lead O&M Firm) in the Operations and Maintenance of Reference Projects

Name of Respondent: \_\_\_\_\_

LIST ENTITY, ROLE ON RESPONDENT TEAM, PROJECT NAME, CLIENT/OWNER AND LOCATION (1), (2) & (3)	GENERAL DESCRIPTION OF OPERATIONS AND MAINTENANCE WORK	START/END DATES & DURATION (4)	LENGTH OF ROAD UNDER MAINTENANCE, AS APPLICABLE	LEVEL OF COMPANY'S PARTICIPATION (5)	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 Respondent, 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 Respondent, Equity Member, or Major Non-Equity Member, as applicable. At ADOT’s sole discretion, such entity may be required to be a Guarantor.
- (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/or maintenance work.
- (4) Describe duration of operations and/or maintenance contract period.
- (5) Show company's participation in terms of money and percentage of the operations and maintenance work for the listed project.

## Form KP

### PROPOSED KEY PERSONNEL INFORMATION

Name of Respondent: \_\_\_\_\_

Key Personnel Position	Name of Individual	Years of Relevant Experience <sup>1</sup>	Education and Registrations <sup>2</sup>	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address <sup>3</sup>
Project Manager		___ years on complex highway infrastructure projects. ___ years managing the design and construction of major interstate or highway systems. ___ years of major DB, DBM, or DBOM project management of interstate or highway systems.			1. 2. 3.
Construction Manager		___ years on complex highway infrastructure projects. ___ years managing the construction of major interstate or highway systems. ___ years of major DB, DBM or DBOM construction management of major interstate or highway systems.			1. 2. 3.

## Form KP

### PROPOSED KEY PERSONNEL INFORMATION

Name of Respondent: \_\_\_\_\_

Key Personnel Position	Name of Individual	Years of Relevant Experience <sup>1</sup>	Education and Registrations <sup>2</sup>	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address <sup>3</sup>
Design Manager		___ years on complex highway infrastructure projects. ___ years managing the design of major interstate or highway systems. ___ years of design-build design management of major interstate or highway systems.			1. 2. 3.
Maintenance of Traffic Manager		___ years of experience on complex highway infrastructure projects ___ years managing the design of MOT solutions ___ years of major DB, DBM or DBOM project experience			1. 2. 3.
Quality Manager		___ years on complex highway infrastructure projects. ___ years coordinating and managing quality programs on major interstate or highway projects. ___ years of major DB, DBM or DBOM management of major interstate or highway systems.			1. 2. 3.

## Form KP

### PROPOSED KEY PERSONNEL INFORMATION

Name of Respondent: \_\_\_\_\_

Key Personnel Position	Name of Individual	Years of Relevant Experience <sup>1</sup>	Education and Registrations <sup>2</sup>	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address <sup>3</sup>
Safety Manager		___ years on complex highway infrastructure projects. ___ years coordinating safety programs on major interstate or highway projects. ___ years of major DB, DBM or DBOM construction management of major interstate or highway systems.			1. 2. 3.
Public Relations Manager		___ years working on communications or community relations programs. ___ years coordinating public outreach programs on major interstate or highway projects. ___ years of community relations experience on major DB, DBM or DBOM construction projects along major interstate or highway systems.			1. 2. 3.

## Form KP

### PROPOSED KEY PERSONNEL INFORMATION

Name of Respondent: \_\_\_\_\_

Key Personnel Position	Name of Individual	Years of Relevant Experience <sup>1</sup>	Education and Registrations <sup>2</sup>	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address <sup>3</sup>
DBE/OJT Outreach and Compliance Manager		Extent of knowledge and understanding of the federal DBE, OJT, and EEO program requirements. <i>[Describe briefly]</i> ___ years of experience managing DBE, OJT or EEO programs.			1. 2. 3.

<sup>1</sup> 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.

<sup>2</sup> For each individual proposed, please indicate any degrees, professional licenses, registrations, and training relevant to the corresponding Key Personnel position.

<sup>3</sup> Provide three references for each position identified on Form KP.

**Form L-1**

**RESPONDENT'S ORGANIZATION INFORMATION**

**PART 1  
RESPONDENT TEAM SUMMARY**

<b>RESPONDENT</b>	
<b>CONTACT PERSON AND TITLE</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

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

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

**Form L-1**

**RESPONDENT'S ORGANIZATION INFORMATION**

<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>GUARANTOR</b> ( <i>Duplicate for each Guarantor</i> )	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON AND TITLE</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

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

## **Form L-1**

### **RESPONDENT'S ORGANIZATION INFORMATION**

#### **PART 2**

#### **TEAM MEMBER INFORMATION**

Name of Respondent: \_\_\_\_\_

Name of Entity Completing Form L-1: \_\_\_\_\_

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

☐ Respondent; ☐ Equity Member; ☐ Major Non-Equity Member; ☐ Guarantor; or

☐ Other (describe): \_\_\_\_\_

Year Established: \_\_\_\_\_ State of Organization: \_\_\_\_\_

Federal Tax ID No. (if applicable): \_\_\_\_\_ Telephone No.: \_\_\_\_\_

North American Industry Classification Code: \_\_\_\_\_

Name of Official Representative Executing Forms L-1 and/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 to this Form L-1 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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

## **Form L-1**

### **RESPONDENT'S ORGANIZATION INFORMATION**

- C. If the entity completing this Form L-1 is a joint venture or newly formed entity (formed within two 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 Respondent:**

---

**Respondent, Equity Member, or Major Non-Equity Member Firm Name:**

---

Complete for the Respondent, each Equity Member, each Major Non-Equity Member, and any other entity if such company's project experience is used in Form E-1, E-2 or E-3: **Note:**

- 1) All time periods are to be measured from the SOQ Due Date.
- 2) "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 ten years or (b) is or was involved, directly or indirectly, in any project listed on Form E-1, E-2 or E-3.

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

☐ Yes ☐ No

---

---

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

☐ Yes ☐ No

---

---

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

☐ Yes ☐ No

---

---

**Form L-2**

**CERTIFICATION / QUESTIONNAIRE**

4. Has the firm or any Affiliate been debarred, disqualified, removed, or suspended from performing work for the federal government, any state or local government, or any foreign government within the last five years? If yes, describe.

☐ Yes ☐ No

---

---

5. Has the firm or any Affiliate been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (including any foreign government) within the last ten years? 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 Affiliate, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) within the last ten years? 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 there been any instance in the last five years where the firm or any Affiliate, or its owners, officers, or managing employees submitted a bid or proposal 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.

☐ Yes ☐ No

---

---

**Form L-2**

**CERTIFICATION / QUESTIONNAIRE**

8. 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 last ten years 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 Affiliate, in which the claim exceeds \$100,000, settled or been the subject of a judgment within the last five years? 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 Affiliate been convicted of violating a state or federal law relating to the employment of undocumented aliens within the last five years? If yes, describe.

☐ Yes ☐ No

---

---

11. List (on a separate page) up to five financial institutions with which the firm or any Affiliate has done the most business within the last five years 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 Affiliate 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 years? 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 last ten years, including, but not limited to, Title VI 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 last ten years 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

---

---

**Form L-2**

**CERTIFICATION / QUESTIONNAIRE**

15. In the last ten 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

---

---

*(Must be signed by an authorized 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:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Form PP-1**

**PAST PERFORMANCE - AWARDS**

**Name of Respondent:**

---

---

**Awards, Citations, and/or Commendations:**

<b>Name of Award, etc.</b>	<b>Respondent, Equity Member or Major-Non Equity Member</b>	<b>Year Received</b>	<b>Project and Location</b>	<b>Work for Which Award etc. Was Received</b>

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

**Form RFQ-C**

**Respondent's Clarification Request**

**I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction)**

**Project No. 17 MA 229 H6800 01C**

**Respondent Name:** \_\_\_\_\_

**Respondent Address:** \_\_\_\_\_

**Respondent Contact Information**

**Individual :** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

RFQ Section No. or Appendix	Question	Reserved for Department Response

## Form S

### SAFETY QUESTIONNAIRE

Name of Respondent: \_\_\_\_\_

Lead Contractor or Lead O&M Firm Name: \_\_\_\_\_

Provide the following information for the past three years:

Item	2016	2017	2018	Average
Experience Modification Rate				
Lost Work Rate				
Employee Hours Worked (Do not include non-work time, paid or unpaid)				
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**  
**I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction)**

**1.0 Purpose**

This Policy prescribes Conflict of Interest rules applicable to private entities, including Consultants and Respondents, participating or desiring to participate in ADOT's planning, procurement, design, construction, 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-operate-maintain agreement or other form of public-private partnership.

**2.0 Definitions**

<b>Term</b>	<b>Definition</b>
<b>ADOT</b>	Means the Arizona Department of Transportation.
<b>Affiliate</b>	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 venture members; 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 venture members or (iii) any Affiliate of such Consultant under clause (b) of this definition.
<b>Conflict of Interest</b>	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 Respondent team, or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a Respondent team as a result of the Consultant's Services to ADOT.
<b>Consultant</b>	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.
<b>Policy</b>	Means this ADOT Conflict of Interest Policy.
<b>Project</b>	Means the I-17, Anthem Way TI to Jct. SR 69 (Cordes Junction) project.
<b>Respondent</b>	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.
<b>Services</b>	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 Respondents participating or desiring to participate in the planning, procurement, design, construction, operations or maintenance of the Project, and thereby:

- a) Protects the integrity and fairness of the planning, procurement, design, construction, operations or maintenance of the Project;
- b) Avoids circumstances where a Consultant or Respondent obtains, or appears to obtain, an unfair competitive advantage as a result of Services performed for ADOT by a Consultant or information obtained from ADOT by a Consultant or Respondent;
- c) Provides guidance to Consultants and Respondents, or potential Consultants and Respondents, so they may assess, and make informed business decisions concerning, their decision to provide Services on the Project or to submit or participate on a Respondent team submitting a statement of qualifications and/or proposal related to the design, construction, 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 Respondent to have a Consultant participate on a Respondent team as an equity owner or team member, act as a consultant or subconsultant to the Respondent, or have a financial interest in the Respondent or an equity owner or team member of a Respondent. This Policy relates solely to the Project and does not address ADOT's approach to conflicts of interest on other state transportation projects.

### **3.3 Conflicts of Interest Disclosure**

#### **3.3.1 Obligation to Disclose**

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

**ARIZONA DEPARTMENT OF TRANSPORTATION**  
**1309 N. 22<sup>nd</sup> Ave.**  
**Phoenix, AZ 85009**  
**Attention: Jedidiah Young, Procurement Manager**  
**E-mail: [i-17flexlanesp3@azdot.gov](mailto:i-17flexlanesp3@azdot.gov)**

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

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

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

#### **3.3.2 Failure to Comply**

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

- a) Preclude and/or disqualify the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction, operations and/or maintenance of the Project, including any competitive process associated therewith;
- b) Require the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, to implement mitigation measures;
- c) Segregate or terminate the Consultant and its Affiliates, including any Respondent with whom the Consultant is or had affiliated, from planning, procurement, design, construction, 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 Respondent's failure to comply with this Policy, including, but not limited to,

costs resulting from third-party challenges to the procurement or ADOT's re-procurement of the Project.

### **3.4 Period in Which a Conflict of Interest Applies**

If the Deputy Director of Transportation/State Engineer or designee determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by ADOT related to such Conflict of Interest (including prohibitions, mitigation measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction, operations and maintenance of the Project, provided that the Deputy Director of Transportation/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 C.F.R. § 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 years of its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of ADOT is, at any time while the contract or an extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Respondents' attention is directed to such federal and state laws and regulations. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and ADOT will apply this Policy consistent with those laws and regulations.

### **3.6.2 Limitations on ADOT Consents and Approvals**

To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by ADOT in response to an actual, potential or perceived Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by ADOT in response to a disclosure, 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 Respondent or Proposer or participate as an equity owner, team member, consultant or subconsultant of or to a Respondent or Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

### **3.8 Determination Regarding Provision of Services for the Project**

#### **3.8.1 Discretion of ADOT**

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

#### **3.8.2 Determination Process**

In response to a disclosure under Section 3.3 above or information ADOT obtains independent of a Consultant or Respondent, and in response to requests for waiver, ADOT will conduct a review. The Deputy Director of Transportation/State Engineer or designee will determine whether a Consultant has an actual potential or perceived Conflict of Interest that should prevent the Consultant from (i) being a Respondent, (ii) participating as an equity owner, team member, consultant or subconsultant of or to a Respondent for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project, or (iv) otherwise participating in the design, construction, 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 Deputy Director of Transportation/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 Deputy Director of Transportation/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 Deputy Director of Transportation/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, construction, 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 Respondents;
- c) The type of Services at issue;
- d) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.8.4, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to ADOT;
- e) The specialized expertise, if any, needed by ADOT and Respondents to implement the Project;
- f) The period of time between the previous work for ADOT and the potential Conflict of Interest situation;
- g) Whether the Consultant's work for ADOT has been completed or is ongoing;
- h) The potential impact on the procurement and implementation of the Project, including impacts on competition;
- i) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact 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 Deputy Director of Transportation/State Engineer or designee as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

- a) Restrict the scope of Services the Consultant may be eligible to perform for ADOT or the Respondent team 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 Respondent to implement certain safeguards, including:
  - i) The execution of confidentiality agreements satisfactory to ADOT, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for ADOT or from former or current ADOT employees; and/or
  - ii) The execution of ethical wall agreements satisfactory to ADOT, which (i) segregate

certain personnel from participation in the Project, (ii) bar such personnel from communicating regarding the Project, the procurement or Services with any person working for or with the Consultant, and (iii) require implementation of procedures to prevent such personnel from accessing any files and communications of the Consultant regarding the Project, the procurement or Services; and/or

- iii) The execution of agreements satisfactory to ADOT regarding the dissemination of work product and materials created as a result of the Consultant's prior or ongoing work for ADOT, including dissemination to ADOT and restrictions on dissemination by the Consultant to any Respondent team, including a team on which they intend to participate.

### **3.8.5 Withdrawal or Amendment of ADOT Consents and Approvals**

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

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

### **3.9 Procurement and Financial Services**

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

### **3.10 Multiple Services**

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

### **3.11 Provisions are Nonexclusive**

The provisions in this Policy do not address every situation that may arise in the context of ADOT's planning, procurement, design, construction, operations or maintenance of the Project nor require a particular decision or determination by the Deputy Director of Transportation/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.