

INDIANA DEPARTMENT OF TRANSPORTATION
REQUEST FOR QUALIFICATIONS
TO DESIGN AND BUILD
THE
I-65 SOUTHEAST INDIANA PROJECT
THROUGH A
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Issued: June 9, 2016

Addendum No. 1 Issued: June 29, 2016

SOQ Due Date: July 12, 2016

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PART A

1. EXECUTIVE SUMMARY / INTRODUCTION

1.1. Overview of the Opportunity

The Indiana Department of Transportation (“INDOT”), is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (the “Proposers”) interested in submitting statements of qualifications (“SOQs”) to design and build the I-65 Southeast Indiana Project (“Project”) through a public-private partnership agreement (“PPA”). The Project involves major pavement rehabilitation and several bridge preservations between Exit 50 (US 50) and Exit 64 (SR 58). I-65 is, and the Project shall also be, a non-tolled highway. A general map of the Project can be found at the following website:

<http://www.in.gov/dot/div/contracts/65se/65SE.htm>

INDOT is committed to improving mobility in the region and using project delivery methods that provide overall best value to the citizens of the State, including the use of best value design-build through a PPA.

1.2. Procurement Model

It is anticipated that the Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.

1.3. Project Goals

Goals for the Project (which are not listed in order of importance) include:

- (a) Improve the design service life of the pavement and shoulders within the project limits.
- (b) Improve the design service life of the bridges and small structures within the project limits.
- (c) Expand the median section to accommodate future added travel lanes.
- (d) Develop innovative solutions for the Project, including in connection with construction sequencing and maintenance of traffic during construction.
- (e) Provide a safe project for workers and the traveling public.
- (f) Provide a high quality, durable and maintainable facility.

(g) Meet federal Disadvantaged Business Enterprises (“DBEs”) goals.

(h) Generate, where appropriate, additional Indiana-based permanent and temporary professional services and construction-related jobs.

(i) Seek private sector innovation and efficiencies, and encourage design solutions that respond to actual and anticipated environmental concerns, permits and commitments.

1.4. Procurement Process

INDOT will be the procuring agency for the Project. INDOT will use a two-step process to select the Design-Build Contractor. This RFQ represents the first step in the process. INDOT will evaluate the SOQs received in response to this RFQ and, on the basis of these evaluations, intends, but is not bound to, short-list four or five Proposers for delivering the Project (“Short-Listed Proposers”) in accordance with the procedures and evaluation criteria described in Part A, Section 7 of this RFQ.

INDOT intends to invite the Short-Listed Proposers to submit Proposals and select one of the Short-Listed Proposers in accordance with the criteria and procedures set forth in the RFP. Only Short-Listed Proposers are eligible to submit Proposals and be awarded the PPA.

1.5. RFQ and Overall Procurement Schedule

Issue Request for Qualifications	June 9, 2016
Deadline for questions regarding the RFQ and any addenda, if any, issued before June 20, 2016	June 23, 2016
Deadline for questions regarding any addenda, if any, issued on or after June 21, 2016	Three calendar days after the addendum is issued (but no later than three calendar days prior to the SOQ Due Date),
SOQ Due Date	July 12, 2016 at noon Eastern Daylight Saving Time (EDT)
Anticipated Announcement of Short-listed Proposers	July 29, 2016

Following announcement of the Short-listed Proposers, as of the date of this RFQ, INDOT anticipates the following procurement activities and schedule:

Circulate Draft of RFP to Short-listed Proposers	September 2016
Issue final RFP	November 2016
Proposal Due Date	March 2017
Award and execution of PPA (Commercial Close)	June 2017

This schedule is subject to modification at the sole discretion of INDOT. Proposers will be notified of any change in the schedule for the RFQ phase by an addendum to this RFQ.

2. THE PROJECT AND DESIGN-BUILD CONTRACTOR RESPONSIBILITIES

2.1. Project Description

2.1.1. Overview

The Project involves improving the design service life for the roadway pavement sections, bridges and small structures within the project limits.

2.1.2. Project Design Features

The Project is defined as follows:

I-65 from US 50 to SR 58, Jackson and Bartholomew Counties

The Project generally involves the pavement rehabilitation for both the northbound and southbound I-65 mainline lanes and shoulders, and extending the service life of bridges and small structures, while maintaining traffic to meet the Project Goals outlined in Section 1.3. .

The Project begins just north of US 50 (RP 49+0.94) and ends south of SR 58 (RP 64+0.18) for a length of approximately 14.25 miles, in Jackson and Bartholomew Counties, Indiana. The base scope shall include:

- (a) Rehabilitate pavement in the northbound and southbound I-65 mainline travel lanes within the Project limits;
- (b) Preserve or rehabilitate the following mainline bridges:
 - (1) I-65 over CSX Railroad (Thin Deck Overlay)
 - (2) I-65 over Branch Mutton Creek Ditch (Superstructure Replacement)
 - (3) I-65 over East Fork of White River Overflow-2 (Thin Deck Overlay)
 - (4) I-65 over East Fork of White River Overflow-3 (Thin Deck Overlay)
 - (5) I-65 over Louisville and Indiana RR (Latex Modified Concrete Overlay)
 - (6) I-65 over Able Ditch (Latex Modified Concrete Overlay)
 - (7) I-65 over Smalls Creek (Superstructure Replacement)
- (c) Lining, replacement and/or reconstruction of small structures;

- (d) Reconstruct underdrains within the project limits; and
- (e) Signal installations at I-65 / SR 58 interchange and SR 58 / International Drive.

This is a best value procurement. It is anticipated that the winning proposal will be selected based on a combination of a technical proposal score and price proposal score as further provided in the RFP. The base scope shall be required scope for the Proposal and must be designed and constructed as part of the Project. It is currently contemplated that the following additional scope elements may be designed and constructed as provided in the RFP.

- (a) Reconstruct pavement in the northbound and southbound I-65 mainline travel lanes within the Project limits.
- (b) Expand portions of the median section of northbound and southbound I-65 mainline to accommodate future added travel lanes.
- (c) Preserve the overhead bridges within the Project limits at the following locations:
 - (1) Enos Road over I-65;
 - (2) County Road 800 North over I-65;
 - (3) Redding Road over I-65;
 - (4) County Line Road over I-65;
 - (5) County Road 950 South over I-65; and
 - (6) County Road 625 South over I-65.

Details on the elements of scope of the Project, the nature of the Proposal requirements, the differentiation of base and additional scope and the manner in which such elements will be considered as part of Proposal evaluation shall be addressed in the RFP.

Descriptions of these Project features are general in nature and more precise delineations will be set forth in the RFP and draft PPA.

2.1.3. INDOT Prequalification Categories

Proposer and/or members of the Proposer team must have certain INDOT Certificates of Qualification as set forth below in order to be eligible to be determined a Qualified Proposer.

(a) Proposer must be prequalified for at least \$100 million in the aggregate/\$Unlimited by INDOT;

(b) The Proposer must be prequalified for at least \$50 million in the aggregate in one of the following INDOT construction prequalification work types:

(i) A(A) Concrete Paving General or

(ii) B(A) Asphalt Paving

Subcontractors will not be counted toward Sections 2.1.3(a) or 2.1.3(b) of this assessment of prequalification; and

(c) The Proposer team, in the aggregate, must be prequalified in the following INDOT consultant prequalification work types:

(i) 8.2 Complex Roadway Design

(ii) 9.2 Level 2 Bridge Design

Proposer, its subcontractors and subconsultants will be considered toward this assessment of prequalification.

The RFP will contain a list of all the INDOT consultant and contractor prequalification categories required to be held by the Proposer team for the Project. These prequalification categories will include, without limitation, the following:

Additional INDOT Contractor Prequalification Categories:

(i) C (A) Heavy Grading

(ii) D (B) Highway or Railroad Bridges over Highways

Additional INDOT Consultant Prequalification Categories:

(i) 5.2 Environmental Documentation Preparation-CE

(ii) 5.6 Waterway Permits

(iii) 6.1 Topographic Survey Data Collection

(iv) 7.1 Geotechnical Engineering Services

(v) 10.1 Traffic Signal Design

(vi) 10.3 Complex Roadway Sign Design

2.2. Environmental Status of Project

A Level 4 Categorical Exclusion (CE) will be required and completed by INDOT. INDOT intends to conduct any additional environmental studies/coordination, including those relating to waters of the United States and state investigations, and pursue and address any required additional public involvement. It is currently anticipated that the Level 4 CE will be obtained by June 2017.

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

2.3. Permitting

With respect to the Project, INDOT intends to advance several key preconstruction environmental permits commensurate with the state of the Project development including: a USACE Section 404 permit and an IDEM Section 401 permit.

Impacts to Waters of the US and Waters of the State will be considered to be cumulative across all Sections of the Project.

Upon award, the Design-Build Contractor will be responsible to obtain all Rule 5 permits and any modifications required for the Section 404 and Section 401 permits. The Design-Build Contractor will also be responsible for obtaining any CIF permits required. The Design-Build Contractor will be responsible for mitigating any additional impacts to jurisdictional waters. The Design-Build Contractor must submit their design to the Jackson County and Bartholomew County drainage boards for a drainage review and approval. The Design-Build Contractor will be responsible for obtaining and maintaining all regulatory, environmental, building and other permits (including any permit modifications) to develop, design and construct the Project, including the foregoing permits. The Design-Build Contractor's responsibility will include compliance with all NEPA commitments for mitigation and monitoring as set forth in the NEPA documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Design-Build Contractor will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising

out of the Design-Build Contractor's design. INDOT will support the Design-Build Contractor in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the PPA, it is anticipated that INDOT will be the permittee on Project permits.

The RFP will provide further details regarding permits and allocation of responsibility for securing them.

2.4. ROW Acquisition

No additional permanent ROW is currently anticipated for the Project and the Project will be constructed within existing ROW. Some additional temporary ROW may be required and it is anticipated that this will be the responsibility of the Design-Build Contractor as detailed in the RFP.

2.5. Site Conditions

2.5.1. Geotechnical

INDOT has already performed certain geotechnical investigation work for the Project and certain historical geotechnical investigation work exists for the Project. Such work includes activities conducted on environmental resources such as wetlands, and historical/archaeological conditions. INDOT will make such historical and new information available to Short-listed Proposers.

INDOT does not anticipate that Proposers will need to conduct any geotechnical investigation in order to respond to this RFQ. To the extent that any Qualified Proposer desires additional geotechnical investigation prior to submittal of its Proposal, then such Proposer will need to coordinate with INDOT prior to conducting any investigation. INDOT may decide to perform additional geotechnical investigation based on input received from Short-listed Proposers during the draft RFP process.

2.5.2. Utilities

INDOT has certain historical utility information for the Project and will make such information available to Short-listed Proposers. INDOT is also currently undertaking additional utility investigation work which also will be made available to Short-listed Proposers. INDOT does not anticipate that Proposers will need to conduct any utility investigations in order to respond to this RFQ. Short-listed Proposers may, during the RFP process, be asked to provide input on what, if any, additional utility investigation information may need to be collected. INDOT may decide to perform additional utility investigation based on the input received from Short-listed Proposers during the RFP process.

2.5.3. Hazardous Materials

INDOT has certain hazardous materials information for the Project and will make such information available to Short-listed Proposers. At this time, no hazardous materials issues have been identified in the Project footprint. INDOT does not anticipate that Proposers will need to conduct any hazardous material investigation in order to respond to this RFQ. Short-listed Proposers may, during the draft RFP process, be asked to provide input on what, if any, additional hazardous materials investigation information may need to be collected. INDOT may decide to perform additional hazardous material investigation based on the input received from Short-listed Proposers during the RFP process.

2.6. Third Parties

2.6.1. Railroad Companies

CSX and the Louisville & Indiana Railroad Company have rail lines and facilities that may be impacted by the Project. Design-Build Contractor will be responsible for coordination with railroads, including design reviews. The PPA is expected to require Design-Build Contractor to be responsible for causing the necessary railroad work or protection to be performed in accordance with applicable standards and laws and for the costs associated with the railroad work or protection, except to the extent the railroad is legally responsible for such costs.

The RFP will provide further details regarding railroad coordination and the responsibilities of the Design-Build Contractor.

2.6.2. Utility Companies

INDOT intends to initiate coordination with affected utilities during the RFP process. Design-Build Contractor, however, will be responsible for coordination with utility owners, obtaining utility agreements and compliance with such utility agreements during both the RFP process, as required, and during the term of the PPA. Design-Build Contractor will be responsible for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or INDOT expressly retains such responsibilities in accordance with the PPA. Section 2.5.2 contains additional information on Design-Build Contractor responsibilities regarding utilities.

The RFP will provide further details regarding utility relocations/adjustments and the responsibility therefor.

2.6.3. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include Jackson County, Bartholomew County, City of Seymour, City of Columbus, the Columbus Area Metropolitan Planning Organization (CAMPO) and FHWA, and it is anticipated that the Design-Build Contractor will play an active role in coordinating with these and other stakeholders. The RFP will set forth the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders.

2.6.4. Other Due Diligence Activities

INDOT is assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however INDOT is under no obligation to provide such additional information.

2.7. Design and Construction Standards

INDOT anticipates including in the RFP a set of project-specific standards and specifications, as well as a baseline project definition and configuration. The RFP may permit Short-Listed Proposers to propose, for INDOT's consideration, alternative technical concepts, exceptions and deviations from certain of these standards and requirements. The alternative technical concept process, including any constraints or parameters on potential submissions, shall be set forth in the RFP. All requests for deviations shall follow the requirements set forth in the RFP and the PPA. Proposers should note, however, that there may be restrictions on deviations from federal and state mandated design and construction standards.

2.8. Maintenance During Construction; Design-Build Contractor Warranties; Parent Guaranties

Design-Build Contractor will be responsible for performing any maintenance during construction of the Project as required by applicable INDOT Standard Specifications and/or Recurring Special Provisions. Design-Build Contractor may also be required to provide a warranty of the design and construction work for specified portions of the Project for a period specified in the PPA. Warranty bonds from the Design-Build Contractor may be required to support its obligations with respect to such warranties and work relating to such portions.

A guaranty of Design-Build Contractor's obligations under the PPA shall be required under the following circumstances: (i) Proposer was advised by INDOT that a guaranty would be required as a condition to the prequalification of Proposer, (ii) Design-Build Contractor's organization is a newly formed corporation or a limited liability entity,

(iii) Proposer is not the ultimate parent entity in its organizational/corporate structure; and (iv) the form of organization of Proposer changes after qualification and INDOT determines, in its sole discretion, to require a guarantor as a condition to approving such change.

Additional details regarding the foregoing items and responsibilities shall be set forth in the RFP.

3. PROJECT FINANCING

3.1. Design-Build Contract Through a PPA

INDOT intends to procure and deliver the Project under a best value design-build model with a price within a defined maximum limit. Notwithstanding anything to the contrary in this RFQ, INDOT reserves the right to revise the scope of this procurement and the delivery model.

3.2. Payment Structure

The structure for the PPA is intended to include the following features:

- (a) It is anticipated that the Design-Build Contractor will design and build the Project for a lump sum price payable as progress payments based upon an agreed schedule of values.
- (b) The funds for this Project have been appropriated and include a combination of state and federal funds.

3.3 Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project will remain eligible for federal-aid funds. Accordingly, the procurement documents and PPA will conform to requirements of applicable federal law and FHWA regulations, including Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations Part 26, as amended regarding DBEs. INDOT reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA.

4. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

4.1. Overview

INDOT intends to enter into a PPA for the design and construction of the Project. The anticipated PPA will among other things, obligate Design-Build Contractor to (a) design and construct the Project; (b) maintain the Project during construction; and (c) potentially provide a warranty of the design and construction work for some or all of the Project, under the terms and conditions specified by INDOT in the PPA.

Notwithstanding anything to the contrary in this RFQ, INDOT reserves the right to revise the scope of this procurement.

4.2. Wages

Design-Builder shall be required to comply with the Davis-Bacon Act, as applicable.

4.3. DBE Requirements

INDOT is required to apply the Disadvantaged Business Enterprises (“DBEs”) program requirements to all projects receiving federal dollars, including the Project. Where opportunities exist, INDOT is required to make opportunities available to minority- and women-owned firms, including certified DBE firms. Opportunities may include consultant and construction subcontracts as well as other service providers. INDOT must apply the program on federal-aid projects as set forth in 49 CFR Parts 23 and 26 as well as the federal contractual requirements set forth in FHWA Form 1273. Information regarding these requirements will be included in the RFP.

In responding to this RFQ, a Proposer is not required to include team members to satisfy DBE goals. Information regarding DBE requirements and goals for the Project will be included in the RFP. It is currently anticipated that each Short-Listed Proposer will, as part of its Proposal, list any DBEs on its team as of the Proposal Due Date, as well as provide a DBE performance plan on how it intends to meet the DBE goals during the design and construction of the Project. Additional creative efforts to expand inclusion of other disadvantaged, minority- and women-owned firms and workers shall be encouraged.

4.4. Performance Security, Insurance and Indemnity

INDOT anticipates that the PPA will require Design-Build Contractor to provide both payment and performance security and insurance coverage in connection with the design and construction work, and to indemnify, defend and hold the INDOT and related entities and persons harmless against third party and other claims as specified in the PPA. Specific requirements for the performance and payment security, insurance and indemnification will be set forth in the RFP and the PPA. INDOT does not have the authority to provide a general indemnification to Design-Build Contractor.

5. DESCRIPTION OF PROCUREMENT PROCESS

5.1. Statutory Authority

INDOT is issuing this RFQ in accordance with the provisions of Indiana Code 8-15.7 et seq., as amended (the “Statute”) and other applicable provisions of law.

5.2. Overall Process

The procurement involves a two-stage process: this RFQ followed by an RFP.

INDOT will evaluate the SOQs it receives in response to this RFQ and will determine, according to criteria generally outlined herein, the Short-Listed Proposers eligible to respond to the RFP.

Following the determination of Short-Listed Proposers, INDOT anticipates releasing a draft RFP for review and comment by the Short-Listed Proposers, including a scope of work for the Project. INDOT will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Short-Listed Proposers. Specific details concerning the draft RFP process will be made available to the Short-Listed Proposers following the announcement of the short-list.

The draft RFP process will include disclosure of materials and communications with INDOT that are confidential in nature and Short-Listed Proposers will be required to execute a confidentiality agreement, the form of which will be provided following prequalification.

After consideration of industry input, INDOT intends to issue a final RFP to the Short-Listed Proposers. Additional one-on-one meetings are currently contemplated after such issuance. Answers to questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, INDOT may select a Short-Listed Proposer (“Preferred Proposer”), based on the evaluation criteria set forth in the RFP, to negotiate and finalize the PPA for award and execution. INDOT currently contemplates that a best value evaluation process based on a combination of a technical proposal score and price proposal score as further provided in the RFP will be utilized to evaluate Proposals. As noted in this Part A, Section 2.1, the evaluation criteria of the RFP may consider if and how much of the additional scope of the Project that a Short-Listed Proposer may include in its Proposal. The RFP shall set forth INDOT’s rights and remedies if INDOT is unable to finalize the terms and conditions of the PPA with the Preferred Proposer, the Preferred Proposer elects not to execute the PPA or any other condition to execution of the PPA with the Preferred Proposer is not satisfied, which

may include, without limitation, that INDOT may select the next highest rated Short-Listed Proposer(s) in succession to finalize the PPA for award and execution. Alternatively, INDOT may, at any time, terminate the procurement. INDOT further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

5.3. Payment for Work Product

INDOT will offer to pay a stipend for work product in the amount of \$225,000 to each unsuccessful Short-Listed Proposer that complies with the terms of the RFP and submits a responsive and timely Proposal in exchange for ownership of the Proposal's work product and the ideas within.

Payment of such stipend shall be provided in return for the transfer and assignment to INDOT of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-Listed Proposer's Proposal, and INDOT reserves the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Proposer. Short-Listed Proposers eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFP.

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

5.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact by the deadlines listed in this Part A, Section 1.5 at the following address:

I-65 Southeast Indiana Project
Attn: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: sperez@ifa.in.gov

Proposers are responsible for ensuring that any written communications clearly indicate

on the first page or in the subject line, as applicable, that the material relates to the Project.

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

INDOT will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 1.5. INDOT will post responses to those questions of general application and requests for clarifications which INDOT deems to be material and not adequately addressed in previously provided documents on <http://www.in.gov/dot/div/contracts/65se/65SE.htm> (the "Procurement Website").

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact will be considered. Questions from a Proposer shall be submitted only by a single representative of that Proposer, and must include the requestor's name, address, telephone number and e-mail address, and the Proposer that he/she represents.

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

INDOT reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date and will post any addenda on the Procurement Website. In issuing an addendum shortly before the SOQ Due Date, INDOT will consider whether an extension of the SOQ Due Date is warranted. Any addenda will be posted on the Procurement Website.

Proposers should monitor the Procurement Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, Form A) that they had access to all relevant materials posted thereon.

5.5. Project Documents

INDOT has assembled certain documents and information relating to the Project (the “Project Documents”) which are available to Proposers at <http://www.in.gov/dot/div/contracts/65se/65SE.htm> (“Procurement Website”). The Project Documents may be accessed at the Procurement website. It is anticipated that additional Project Documents will be made available to Short-Listed Proposers. Except as otherwise specifically provided, INDOT does not make any representation or warranty as to the completeness of the list of available documents on the Procurement Website or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFP and PPA, Proposers shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

6. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

6.1. General

INDOT expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow INDOT to evaluate Proposers based on the criteria set forth herein.

SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

6.2. Format

Each responding Proposer shall submit one original and 5 copies (for a total of 6) of its SOQ, for submission in loose-leaf three ring binders, contained, collectively, in one or more durable, sealed containers. The original must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 5 on its face and spine. Each copy shall have the Proposer's name clearly marked on the face and spine.

In addition to the hard copy SOQ submittal, each responding Proposer shall submit an electronic copy (in CDs/DVDs or USB flash drive) of the SOQ in searchable and printable portable documents format (.pdf) (except that original executed letters need not be searchable). The ".pdf" submissions must be organized to correspond to the "tab" requirements set forth in this Part A, Section 6.3 below. Proposer may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements set forth in this Part A, Section 6.3 below. Proposer's "flash drive" or CDROM, or other physical conveyance of its electronic submission must be appended to Proposer's "Original".

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. 11" x 17" pages are allowed for organizational charts, but not for narrative text. Printed lines may be single-spaced. The font size shall be no smaller than twelve-point, provided the font in organizational charts may be ten-point so long as the organizational charts are legible.

6.3. Contents and Organization

Proposers must organize their SOQs in the order set forth in Part B. If a Proposer elects to include material in addition to the information specifically requested, such Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each binder may be subdivided as needed, so long as Proposers "tab" the contents of their

SOQ to correspond to the section, and subsection order and numbering system shown in Exhibit A.

6.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Proposer and additionally labeled as follows:

Request for Qualifications
Response to the Request for Qualifications to
Design and Build the I-65 Southeast Indiana Project
through a Public-Private Partnership Agreement

SOQs shall be delivered by hand or express mail courier to the INDOT "RFQ Procurement Contact" identified below.

Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: sperez@ifa.in.gov

INDOT will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the RFQ Procurement Contact or his/her designee.

SOQs must be submitted by noon prevailing Eastern Standard Time on the SOQ Due Date specified in this Part A, Section 1.5. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by INDOT during normal business hours up to the SOQ Due Date and time specified.

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

7. EVALUATION PROCESS AND CRITERIA

7.1. SOQ Evaluation Procedure

The SOQ evaluation will consist of three phases: (1) responsiveness; (2) pass/fail evaluation; and (3) qualifications evaluation. Evaluation criteria associated with each phase of the evaluation is further detailed below. INDOT will evaluate the SOQs it receives in response to this RFQ and will determine, according to the criteria outlined herein, the Short-Listed Proposers eligible to respond to the RFP.

INDOT anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, INDOT may request additional information or clarification from Proposer or may request Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of INDOT. INDOT may contact firm and personnel references supplied by Proposer as well as other potential references not listed, including internal personnel of INDOT.

Evaluations of SOQs are subject to the sole discretion of INDOT and its staff, with assistance from such professional and other advisors as INDOT may designate. INDOT will make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the State.

Each Proposer will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the short-list.

7.2. Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Proposer to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. INDOT may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

7.3. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, INDOT will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively under this Part A, Section 7.4.

(a) The SOQ contains an original executed transmittal letter as required in Part B, General.

(b) Proposer is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$90 million from an Eligible Surety, and (ii) a performance bond or bonds in the aggregate amount of \$90 million from an Eligible Surety. As used herein, an “Eligible Surety” is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated least A-, X or higher according to A.M. Best’s Financial Strength Rating and Financial Size.

(c) Neither Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(d) The information disclosed in **Form C** and/or in response to Part B, Section 2.6 does not, in INDOT’s determination, materially adversely affect Proposer’s ability to carry out the Project responsibilities potentially allocated to it in the PPA.

(e) The Proposer team is prequalified in Indiana for the amount and areas of work set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(cb) or otherwise meets the requirements set forth in this Part A, Section 8.4.1.

7.4. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the “pass/fail” requirements set forth above will be evaluated and scored according to the criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Proposer structure and experience and approach to project) is not an indication of weighting or importance.

7.4.1 Proposer Structure and Experience (80 Points Maximum)

The structure of the Proposer team and the background and experience of Proposer, individual team members, and key personnel with designing and constructing comparable projects will be evaluated in accordance with the following criteria:

(a) The extent and depth of the experience of Proposer and its individual team members with comparable projects (e.g., comparable scope and complexity), project delivery methods, and responsibilities as are anticipated to be within Design-Build Contractor’s scope of work;

(b) The stability, strength and likelihood of success of the Proposer's proposed management structure and team;

(c) The extent and depth of experience of the management team and key personnel listed as required by Part B, Section 2 with comparable projects, project delivery methods and personnel roles as are anticipated to be within Design-Build Contractor's scope of work; and

(d) The extent, depth and success of Proposer, its individual team members, the management team and key personnel listed as required in Part B, Section 2 in working together.

Project information and personnel references, as well as the information provided in response to Part B, Sections 2 and 3 will be used, as deemed appropriate by INDOT, to assist in the evaluation of the Proposer structure and experience category.

7.4.2 Approach to Project (20 Points Maximum)

Proposer's approach to the Project (as referenced in Part B, Section 3) will be evaluated based on the extent to which the Approach to the Project demonstrates:

- (a) An understanding of Project scope and complexity, and a sound approach to activities to be undertaken with respect to the development, design and construction of the Project;
- (b) An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design and construction phases;
- (c) The ability to provide sufficient materials, equipment and qualified personnel to undertake Design-Builder's anticipated obligations for the Project; and
- (d) The ability to provide sufficient materials , equipment and qualified personnel to undertake Design-Builder's anticipated obligations for the Project; and
- (e) An understanding of and a sound approach to utilizing alternative technical concepts and other innovative project delivery methods to deliver best value results.

7.5. Changes in the Approach to the Project

INDOT understands that as Proposers and INDOT continue their individual and collective efforts to analyze and develop optimal design and construction plans for the Project, it is likely that the approaches to such elements of the scope of work will

change and evolve. INDOT wishes to encourage that evolution and continued focus by Proposers on the best transportation solutions for the Project. Accordingly, it is INDOT's intention to use the Approach to the Project only for purposes of evaluating the SOQs. Proposers may modify, alter and enhance their respective approaches to design and construction in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Proposers may not, however, change their Approach to the Project in a way that renders the SOQ a misrepresentation of Proposer's intentions and capabilities.

7.6. Changes in Proposer Organization

Subject to the limitations herein, INDOT may permit Short-Listed Proposers to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders Proposer team, in INDOT's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without INDOT's prior written consent:

(a) Deletion, substitution or change in composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of a Major Participant, a guarantor of a Short-Listed Proposer or any other entity that will bear financial responsibility or liability for the performance of the Short-Listed Proposer; and

(c) Other changes, direct or indirect in the equity ownership of a Short-Listed Proposer (excluding changes resulting from public trading of stock).

7.7. RFP Procedure and Evaluation

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

8. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

8.1. Improper Communications and Contacts

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

The specific rules of contact are as follows:

(A) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or either team's Proposal; provided, however, that (i) Proposer or its team members may communicate with another Proposer team only for the purpose of obtaining price information for concrete or asphalt pavement materials and/or installation; and (ii) subcontractors that are shared between two or more Proposer teams (subject to the restrictions set forth in this Part A, Section 8.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the Proposer team and/or subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during INDOT sponsored informational meetings);

(B) INDOT shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Proposers shall correspond with INDOT regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact identified in this Part A, Section 6.4);

(C) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Proposals by INDOT or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the PPA or the procurement described herein with:

- Any member of INDOT; and

- Any INDOT staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 8.3),

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by INDOT's Deputy Commissioner of Innovative Project Delivery, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the PPA or the procurement or limit participation in public meetings or any public or Proposer workshop related to this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of INDOT;

(D) Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. INDOT will provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- City of Seymour
- Jackson County
- Bartholomew County
- Columbus Area Metropolitan Planning Organization (CAMPO)
- FHWA
- Environmental, regulatory and permitting agencies
- Utilities
- Railroads (including CSX and Louisville & Indiana Railroad)

Information requests concerning these entities shall be sent to the RFQ Procurement Contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of INDOT, may result in disqualification;

(F) Any official information regarding the Project will be disseminated from INDOT's office on agency letterhead. Any official correspondence will be in

writing and signed by either the RFQ Procurement Contact or INDOT's Deputy Commissioner of Innovative Project Delivery;

(G) INDOT will not be responsible for and Proposers may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

8.2. Confidentiality and Disclosure of SOQs

8.2.1. Public Records Act

Once submitted, the SOQs shall become the property of INDOT, may not be returned to Proposers and are subject to the Indiana Public Records Act, Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.7 (collectively, the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. In the event Proposer submits any documents which Proposer believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for INDOT to treat the entire SOQ as public information.

INDOT will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on INDOT by the Public Records Act or other applicable law. INDOT reserves the right to disagree with Proposer's assessment regarding confidentiality of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Information submitted by Proposers may be made available to FHWA representatives. INDOT intends to follow procedures established by FHWA to avoid disclosure, to the extent possible, of such information under the Freedom of Information Act.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the submitting party, INDOT will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that INDOT 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 INDOT in connection with any litigation,

proceeding, or request for disclosure shall be reimbursed and paid by Proposer objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall INDOT, or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

8.2.2. INDOT Obligations During Discussions or Negotiations

Pursuant to IC 8-15.7-4-6, INDOT may not disclose the contents of Proposals during discussions or negotiations with eligible offerors (Proposers), except as otherwise required by law or under order from a court with jurisdiction.

8.3. Organizational Conflicts of Interest

It is INDOT's policy that any person or firm under contract, or previously under contract, with INDOT to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Proposer or Design-Build Contractor team. Exceptions to this policy may be granted by INDOT, upon written request from such person or firm, if it is determined that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because INDOT shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP
- Beam, Longest and Neff, LLC
- PCS Engineers, Inc.

- HNTB Corporation
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other Financially Responsible Parties for the entity).

Such persons and entities are also prohibited from participating on a Proposer team as a Major Participant, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to INDOT that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, INDOT may, at its discretion, disqualify Proposer. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into a PPA as Design-Build Contractor, INDOT may, at its sole discretion, terminate the PPA. In either case, INDOT reserves all legal rights and remedies.

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

8.4. Limitations on Proposer Team Membership

8.4.1. Prequalification and Licensing Requirements

In order to be a Short-Listed Proposer, a Proposer team (inclusive of Proposer, its Major Participants and other identified subcontractors listed in the SOQ) shall, as of the SOQ Due Date, be prequalified by INDOT to perform the scope and amount of services for the Project set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c) and 2.1.3(b). In other words, the Proposer team, in the aggregate, must possess all such required INDOT prequalifications and such prequalifications must be valid and in effect.

If a Proposer team does not have all required INDOT prequalifications set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c) and 2.1.3(b) as of the SOQ Due Date, such Proposer may still submit an SOQ and may be conditionally determined to be a Short-Listed Proposer so long as (i) it has submitted a prequalification package to INDOT as of the SOQ Due Date that, if approved, would result in such Proposer team

having, in the aggregate, all required INDOT prequalifications set forth in this Part A, Sections 2.1.3(a), 2.1.3(b) and 2.1.3(c)–and–2.1.3(b); and (ii) all such required prequalifications are granted by INDOT no later than 90 days after the SOQ Due Date. INDOT shall bear no risk, responsibility or liability for any delay by a Proposer team in obtaining, or failure by a Proposer team to obtain, any prequalification and such Proposer assumes all risk, responsibility and liability therefor. Except as approved by INDOT, in its sole discretion, no delay by INDOT in the prequalification process and no appeal rights (even if successful) for any denial of a prequalification or other rights or remedies of the Proposer or any team member associated with the prequalification process shall apply to this requirement and timeline. Failure of a Proposer team that has been conditionally determined by INDOT to be a Qualified Proposer to obtain the required prequalifications and deliver evidence thereof to INDOT on or before 90 days after the SOQ Due Date may, in INDOT's sole discretion, result in disqualification from the procurement process and loss of eligibility to submit a Proposal and earn award of the Project. Such determination shall be final and binding and not subject to protest or appeal.

Proposers are also advised that, as part of the RFP, they will be required to demonstrate evidence of additional prequalifications for their team for work required for the Project pursuant to INDOT's prequalification process. Additional details shall be set forth in the RFP.

In addition to the above, other members of a Proposer team that will be undertaking work that requires an INDOT prequalification or an Indiana license must be prequalified and licensed prior to performing the applicable work assigned to such member.

8.4.2. Participation on More Than One Proposer Team

To ensure a fair and competitive procurement process, Major Participants (see definition in Part B, Section 2) are forbidden from participating, in any capacity, on another Proposer team during the course of the procurement. If a Proposer is not prequalified as part of the RFQ evaluation process, the members of the unsuccessful Proposer team (including Major Participants) are thereafter free to participate on Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.6 and 8.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 8.4 may be disqualified from further participation as a Proposer for the Project.

9. PROTEST PROCEDURES; DEBRIEFINGS

9.1. Applicability.

This Part A, Section 9 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed INDOT'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) prequalification determinations.

9.2. Required Early Communication for Certain Protests.

Protests concerning the issues described in this Part A, Section 9.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with INDOT, following the procedures prescribed in this Part A, Section 9.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 5.4. The written request shall include an agenda for the proposed one-on-one meeting. INDOT will meet with Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, INDOT may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

9.3. Deadlines for Protests.

(a) Protests concerning the issues described in Part A, Section 9.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.

(b) Protests concerning the issues described in this Part A, Section 9.1(b) must be filed no later than 5 calendar days after receipt of the notification of non-responsiveness or that an SOQ has failed any of the pass/fail criteria set forth in this RFQ.

(c) Protests concerning the issues described in this Part A, Section 9.1(c) must be filed no later than 7 calendar days after the earliest of the notification of the Short-Listed Proposers and the public announcement of the Short-Listed Proposers.

9.4. Content of Protest.

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

9.5. Filing of Protest.

Protests shall be filed by hand delivery on or before the applicable deadline to INDOT's Deputy Commissioner of Innovative Project Delivery with a copy to INDOT Chief Counsel at Indiana Department of Transportation, 100 North Senate Avenue, IGCN 755, Indianapolis, Indiana 46204 as soon as the basis for protest is known to Proposer. For any protests filed after the SOQ Due Date, Proposer filing the protest shall concurrently send a copy of the protest with the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact.

9.6. Comments from Other Proposers.

Other Proposers may file statements in support of or in opposition to the protest within 5 calendar days of the filing of the protest. INDOT will promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

9.7. Burden of Proof.

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

9.8. Decision on the Protest.

INDOT's Commissioner or his/her designee shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, INDOT may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of INDOT's Commissioner shall be final and non-appealable.

9.9. Protestant's Payment of Costs.

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

9.10. Rights and Obligations of Proposers.

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 9, and expressly waives all other rights and remedies that may be available to Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold INDOT and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9.11. Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not short-listed may request a debriefing. Debriefings shall be provided at the earliest feasible time after notification of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

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

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

10. INDOT RESERVED RIGHTS

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

- Modify the procurement process to address applicable law and/or the best interests of INDOT and the State.
- Revise the scope, type, structure and specific terms of this procurement.
- Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If INDOT is unable to negotiate a PPA to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statute and other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by INDOT of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 5.3 of this RFQ.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not short-list any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any Short-Listed Proposer, and engage in negotiations with other than the highest ranked Short-Listed Proposer.
- Issue addenda, supplements and modifications to this RFQ.

- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Short-Listed Proposer without being bound by any provision in its Proposal.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Proposer that changes its submittal after the SOQ Due Date without INDOT approval.
- Disqualify any Proposer under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from INDOT.
- Add to the list of Short-Listed Proposers any Proposer that submitted an SOQ in order to replace a previously Short-Listed Proposer that withdraws or is disqualified from participation in this procurement.
- Not issue any notice to proceed after execution of the PPA.
- Design and construct some of the Project or the entire Project.
- Exercise any other right reserved or afforded to INDOT under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind INDOT to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A,

Section 5.3, INDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

Proposers are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part. Italics indicate explanations or instructions to Proposer as opposed to a request for information. For the convenience of Proposers, an outline of the submittal requirements is set forth in Exhibit A.

SOQ CONTENTS

The SOQ shall contain the following:

1. GENERAL

(a) **Form A** (transmittal letter). A duly authorized official of Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Proposer team.

(b) **Executive Summary:** An Executive Summary, not exceeding five (5) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's SOQ. The Executive Summary shall address why Proposer wants to become Design-Build Contractor.

(c) **Confidential Contents Index:** A page executed by Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located that Proposer deems confidential information protected by the Public Records Act; provided, however, if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for INDOT to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to INDOT as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on INDOT, determinative of any issue

relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or INDOT's responsibilities thereunder.

2. Proposer and Team Structure and Experience

Proposers shall provide the following information as outlined in Sections 2.1, 2.2 and 2.3, not to exceed five (5) pages, relevant to the identity and qualifications of Proposer, Major Participants and any other team members that Proposer wishes to identify in its SOQ. Proposers shall provide the following information as outlined in Section 2.4, not to exceed three (3) pages, describing relevant experience of the Proposer and Major Participants.

The term "Major Participant" shall mean the following team members:

- (a) The lead construction/design-build firm (if not the Proposer);
- (b) The lead engineering/design firm(s) (if not the Proposer);
- (c) Each subcontractor (excluding concrete or asphalt pavement supply or installation subcontractors) that will perform work valued at 10% or more of the construction work;
- (d) Each subconsultant that will perform 30% or more of the design work; and
- (e) Any team members that are required for the Proposer team to satisfy the prequalification requirements for any work types described in Part A, Section 2.1.3(a), 2.1.3(b) and 2.1.3(c). If a Proposer is not yet prequalified in all of such categories and is submitting its SOQ to be conditionally qualified pursuant to Part A, Section 8.4.1, team members that have submitted a prequalification package to INDOT as of the SOQ Due Date in order to obtain the required prequalifications for the Project should be identified.

2.1. Proposer

Identify the legal name of Proposer. If the name is a "doing business as" ("DBA"), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Proposer and the state of its organization. If the Proposer firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis. If Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated

execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix.

2.2. Major Participants and Other Team Members

Identify all Major Participants and any other team members that Proposer wishes to identify (e.g., quality assurance firms, design subconsultants, etc.) in its SOQ at this time (“Other Team Members”). For each Major Participant and Other Team Member, identify the entity’s role and the entity’s legal nature and state of organization. If the lead engineering firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to the SOQ. If the lead engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis. Proposers shall not include more than one lead engineering firm (provided that the foregoing does not preclude the lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFQ).

2.3. Proposer and Team Structure

Describe Proposer’s team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer’s management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Proposer and Major Participants working together within a consortium, partnership or any other form of joint venture.

2.4. Relevant Experience

Proposers shall provide the following information, not to exceed three (3) pages, describing relevant experience held by Proposer and Major Participants, as applicable, with:

- Design and construction of highways and interstates; in particular those with a construction value of \$50 million or more.
- Permitting, coordination and oversight by U.S. federal agencies such as the Army Corps of Engineers and FHWA on environmentally sensitive transportation projects.

- Design and construction of highways and interstates with significant maintenance of traffic issues and delivery under live traffic conditions, including high volumes of truck traffic.
- Delivering project scope under a fixed funds, variable scope contract through an Alternative Technical Concept (“ATC”) process or through other innovative means.
- Design and construction of projects with unique hydrologic issues and water resource concerns.

2.5. Form B-1 and Organizational Charts

Provide **Form B-1**. Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

2.6. Proposer Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

2.6.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Proposer, any Equity Members and Major Participants that must be resolved in order to deliver the Project and perform its obligations under a PPA.

2.6.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving transportation projects in North America in which Proposer, any Equity Member, any Major Participant and any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner’s representative with a current telephone number (and e-mail address if available).

For purposes of this Section 2.6.2 and Section 2.6.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participants as a joint venturer or partner and not to activities of

other joint venturers or partners not involving the Proposer or Major Participant), and any guarantor, that, within the past five years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America.

2.6.3. Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$200,000 on projects with a contract value in excess of \$10 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in this Part B, Section 2.6.1, 2.6.2 and 2.6.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "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.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling INDOT to contact owner representatives may, in the sole discretion of INDOT, lead to a "fail" rating for the team or disqualification from the procurement process.

3. Approach to Project

The Approach to Project shall not exceed three (3) pages. Proposer shall describe how it approaches the design and construction of projects of similar scope and nature to the Project including, but not limited to:

- A description of Proposer's general approach to the design and construction of the Project, including delivering a high quality, best value Project.
- A description of Proposer's general approach to quality control/quality assurance and Project oversight.
- A description of Proposer's general approach to traffic management, health and safety, permit procurement, utility relocation and adjustment services, railroad coordination, environmental protection and public relations.

- A description of what Proposer views as the most significant risks to the parties with respect to the design and construction of the project, and how those risks can be addressed, mitigated or allocated in order to provide best value to INDOT.

4. Additional Materials

4.1. Forms B-2 and C

Provide executed originals of **Form B-2** and **Form C** for Proposer, each Major Participant and each guarantor.

4.2. Surety Letter

Provide a letter from an Eligible Surety indicating that Proposer team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$90 million, as evidence of Proposer's bonding capacity. Letters must specifically state the amount the Proposer is capable of obtaining from the Eligible Surety. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Proposer's financial statements and capability, backlog and work-in-progress in determining its bonding capacity.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$90 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

INDOT has not yet determined the specific amount of payment and performance bonds that it will require for the Project. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by INDOT for the Project, require payment and performance bond amounts in excess of the \$90 million amount referenced above. INDOT shall delineate such requirements, which will be consistent with applicable law, in the RFP.

4.3. INDOT Certificate of Qualification Materials

Provide Proposer's and each Major Participant's INDOT Certificate of Qualification for each of the categories set forth in Part A, Sections 2.1.3(a) and 2.1.3(b). If the Proposer team does not possess the required INDOT prequalifications and is submitting its SOQ pursuant to Part A, Section 8.4.1, Proposer shall provide a letter from

Proposer's chief executive officer, president, managing partner or equivalent, or from such relevant entity of Proposer's team that is seeking INDOT's prequalification, certifying that Proposer has submitted a complete Form CR-1 and required documentation to INDOT. The letter shall also state the date that the Form CR-1 was submitted to INDOT.

4.4. Form D

Provide a completed Form D.

PART C FORMS AND EXHIBIT

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**FORM A
TRANSMITTAL LETTER**

PROPOSER: _____

SOQ Date: July 12, 2016

Indiana Department of Transportation I-65 Southeast Project
Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: sperez@ifa.in.gov

The undersigned (“Proposer”) submits this Statement of Qualifications (this “SOQ”) in response to the Request for Qualifications dated June 9, 2016 (as amended, the “RFQ”), issued by the Indiana Department of Transportation (INDOT) to design and construct the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

Transmittal Letter (this **Form A**);

Executive Summary;

Confidential Contents Index;

Proposer and Team Structure and Experience (including **Form B-1**);

Approach to Project

Forms B-2 and C;

Surety Letter(s);

INDOT Certificates of Qualification or Letter Regarding Application for Certificate;
and

Form D.

Proposer acknowledges access to all materials posted on the Procurement Website and Document Website and the following addenda and sets of questions and answers to the RFQ:

Addendum No. 1 issued June 29, 2016

RFQ Question and Answer Matrix issued June 29, 2016

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

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Proposer understands that INDOT is not bound to short-list any Proposer and may reject each SOQ that INDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer, except, to the extent of any payment offered by INDOT for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer agrees that INDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or prequalifying thereunder.

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

Print Name: _____

Title: _____

Attorney in Fact

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

[Insert Proposer name]

By: _____

Print Name: _____

Title: _____

**FORM B-1
PROPOSER TEAM SUMMARY**

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR PARTICIPANT (Duplicate for each Major Participant)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

GUARANTORS (See Part A, Section 2.8) (Duplicate for each guarantor)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

**FORM B-2
INFORMATION REGARDING
PROPOSER and MAJOR PARTICIPANTS**

Name of Proposer:

Name of Firm:

Year Established: _____

Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____

Telephone No.: _____

North American Industry Classification Code: _____

Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

- Corporations (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form C**) for the entity.)
- Partnership (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)

Other (If yes, describe and complete Sections A-C and the Certification form **(Form C)**)

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form **(Form B)** for each member firm and attach it to the SOQ. Also indicate the name and role of each guarantor and attach a separate form.

<u>Name of Firm</u>	<u>Role</u>
_____	_____
_____	_____
_____	_____
_____	_____

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 for each entity required to complete this form.]

**FORM C
CERTIFICATION**

Proposer: _____

Name of Firm Completing this Form: _____

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever 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 within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

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.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. 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 Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

Yes No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing Common Wages or 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?

Yes No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

* The term "affiliate" has the meaning set forth in Part B, Section 2.6.2 of this RFQ.

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 for each entity required to complete this form.]

FORM D
ENTITIES PREQUALIFIED BY INDOT FOR SPECIFIC WORK TYPES

Work Type	Prequalified Entity
A(A) Concrete Paving General	
B(A) Asphalt Paving	
8.2 Complex Roadway Design	
9.2 Level 2 Bridge Design	

**EXHIBIT A
SOQ SUBMITTAL OUTLINE**

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1 – Submit 1 original and 5 copies of Volume 1		
1. General		
(a) Transmittal Letter	Form A	Part B, General, (a)
(b) Executive Summary (not to exceed 5 pages)	--	Part B, General, (b)
(c) Confidential Contents Index	--	Part B, General, (c)
2. Proposer and Team Structure and Experience		
(a) Proposer	--	Part B, Section 2.1
(b) Major Participants and Other Team Members	--	Part B, Section 2.2
(c) Proposer and Team Structure	--	Part B, Section 2.3
(d) Relevant Experience	--	Part B, Section 2.4
(e) Form B-1 and Organizational Charts	Form B-1	Part B, Section 2.5
(l) Legal Information		
(i) Legal Issues	--	Part B, Section 2.6.1
(ii) Legal Liabilities	--	Part B, Section 2.6.2
(iii) Legal Proceedings	--	Part B, Section 2.6.3

SOQ Component	Form (if any)	RFQ Section Cross-Reference
Approach to Project	--	Part B, Section 3
Additional Materials		
(a) Information Regarding Proposer and Major Participants	Form B-2 and Form C	Part B, Section 4.1
(b) Surety Letter	--	Part B, Section 4.2
(c) INDOT Certificate of Qualification Materials	--	Part B, Section 4.3
(d) Form D	Form D	Part B, Section 4.4